



# केन्द्रीय भण्डारण निगम

( भारत सरकार का उपक्रम )



## CENTRAL WAREHOUSING CORPORATION

(A Govt. of India Undertaking)

जन जन के लिए भण्डारण –WAREHOUSING FOR EVERYONE



CWC CO-CDOWMS/2/2021-COMM-Part(1)

Date: 29.10.2021

### The Regional Manager

Central Warehousing Corporation Regional Office

Ahmedabad/Bangalore/Bhopal/Chandigarh/Chennai/Delhi/

Guwahati/Hyderabad/Jaipur/Kolkata/Kochi/Lucknow/Mumbai/Patna

### Sub: Model Tender Document for Installation of a new 60/100MT Capacity Pit Less Type ELWB or Up-gradation of Existing ELWB Including Civil & Electrical Works– reg.

Please find enclosed herewith a duly approved Model Tender Document (MTD) for Installation of a new 60/100MT Capacity Pit Less Type ELWB or Up-gradation of Existing ELWB Including Civil & Electrical Works.

The up-gradation works are kept open as an option for ROs to make it a part of the tender only if up-gradation work is also to be taken up at any of the center in the region or else can be removed, if the tender is only for purchase and installation of new ELWBs. The up-gradation works are highlighted in Yellow color in corresponding clauses.

The soft copy of Model Tender Document approved by the Competent Authority is also being uploaded on the website for future reference.

Digitally signed by SAMUEL  
PRAVEEN KUMAR  
Date: 2021.10.29 15:26:57  
+05'30'

**(Samuel Praveen Kumar)**  
**General Manager (Comm.)**

### Copy to: -

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

नि.का.: 4/1, सीरी इंस्टीट्यूशनल एरिया, अगस्त क्रांति मार्ग, हौज़ खास, नई दिल्ली-110016, फोन:011-26566107

Corporate Office: 4/1, Siri Institutional Area, August KrantiMarg, HauzKhas, New Delhi-110016. Tel: 26566107

E-mail: gmcomm@cewacor.nic.in, Web: www.cewacor.nic.in

# CENTRAL WAREHOUSING CORPORATION

No: CWC/RO-...../New ELWB/2020-21/

Dated:.....2021

**E-TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

## INDEX-(PART-I)

### DETAILS OF TECHNICAL BID WITH COMMERCIAL TERMS (WITHOUT PRICE)

S.No.	Section	Description	Page No.
1.		E Tender document	3
2.		Check list of documents	4-5
3.		Notice Inviting Tender	6-7
4.		Tender Notice	8-12
5.	I	Invitation of Tender	13-17
6.	II	Instructions to Tenderer	18-21
7.	III	Form of Tender	22-23
8.	IV	General Conditions of Contract	24-38
9.	V	Special Conditions	39-61
10.	VI	Form of Agreement	62
11.	VII	Format of Performance Guarantee/Bank Guarantee/ Bond	63-64
12.	VIII	Technical Specifications	65-73
13.	IX	Schedule-I(Technical Data)	74-75

## INDEX (PART-II)

### DETAILS OF PRICE BID

1.		Schedule-I (Price break up schedule)	76-77
2.		Contact details of installation sites	78



No: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

## **E -TENDER DOCUMENT**

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

<b>S. No.</b>	<b><u>Central Warehouse</u></b>	<b><u>Capacity</u></b>
1.	.....	....MT
2.	.....	....MT
3.	.....	....MT

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

<b>S.N.</b>	<b>Centre</b>	<b>Description</b>	<b>Details</b>
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**DATE FOR DOWNLOADING OF TENDER FORM** .....2021 TO....2021 (UP TO 23:59hrs)

**LAST DATE FOR ONLINE SUBMISSION OF TENDER** .....2021 (upto 15.00hrs)

**LAST DATE OF SUBMISSION OF EMD/TENDER COST ONLINE/ RTGS/NEFT** .....2021 (upto 15.00hrs)

**LAST DATE PHYSICAL SUBMISSION OF EMD/TENDER COST** .....2021 (upto15.00hrs)

**DATE OF OPENING (TECHNICAL BID)** .....2021 at 15.30hrs.



No: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

### CHECK LIST OF DOCUMENTS

ONLINE TENDER ARE INVITED UNDER **TWO BID SYSTEMS** FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

Sl. No	Description of Document
1.	Cost of Tender Document <b>Rs. ..../-plus applicable GST (..%) (Rupees ..... only)</b> by NEFT/ DD/Pay Order/Banker's Cheque/Online in CWC Account.
2.	Earnest Money Deposit of <b>Rs...../-(Rupees .....only)</b> in the form of NEFT/ DD/Banker's Cheque/Pay Order/online in CWC Account.
3.	Technical Bid with name of work.
4.	Price Bid with name of work.
5.	<b>Goods &amp; Service Tax Registration</b> Certificate from the concerned authorities as applicable.
6.	Latest valid license to manufacture, repair or sell of Weight or measure as per section 23 of <b>Legal Metrology Act, 2009</b>
7.	Model approval up to 60/100 MTC ELWB certificate from Director of Metrology, Govt. of India.
8.	Proof of annual production capacity of <b>15 nos. 60/100 MTC ELWB</b> from NSSIC / SSIC /DIC. <b><i>(The provision may be done away with as redundant especially with the incorporation of provisions concerning MSME.)</i></b>
9.	Certificate in respect of satisfactory installation of 15 no. Pitless type ELWB not less than <b>60 MT</b> in Government Organizations or in PSUs/ <b>private companies registered under companies Act, 1956 with turnover of not less than 100 crore</b> in the last Seven (07) preceding financial years ending on <b>.....2021</b> which should be



	supported by their Performance Certificate (Mere submission of <b>work orders/SUPPLY/UPGRADATION</b> orders will not be considered as proof of satisfactory performance of ELWBs) from clients/customers.
10.	Audited Balance sheet for having average annual turnover of minimum <b>Rs...../- (Rupees ..... only)</b> during last three <b>preceding</b> financial years ending on <b>31.3.2021</b> supported with audited Balance Sheet showing annual turnover.
11.	Complete schedule to be attached duly digitally signed by tenderer.
12.	Outline dimensional and cross sectional drawings.
13.	Whether corrections in the tender document are authenticated by tenderer.
14.	Whether documents required under eligibility criteria in Technical Bid are digitally signed and <b><u>every page of the tender document are duly digitally signed by the tenderer.</u></b>
15.	In case of firm, whether signed separately by each constituent partner or on his behalf by a person holding Power of Attorney.
16.	A set of detail description/specification and basic data of equipments & machinery along with drawings
17.	Whether Technical data filled up and signed by tenderer (Schedule-I, Section-IX)



No: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**NOTICE INVITING TENDER**  
**(Only through e-tendering)**

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

Sl. No	Description	No. of ELWB	Cost of tender documents	Processing fee for tender (Rs.)	Date of downloading of Bid document	EM D	Last date of submission of online Bid by bidders	Date of opening of Technical Bid
	<b>SUPPLY, installation, testing, commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or UNDER BUYBACK MODE. at following Warehouses</b>	.... nos.... .MT	Rs. .... / - + GST @ .... %	.....+ GST @ .... % = Rs. ..../-	Dt.	Rs... ..		
	1	.. MT						
	2	... MT						
	3	... MT						

Note: i) Validity period of the tender shall be 90 days from the date of opening of tender and which shall be also further extendable for 30 days at the sole discretion of the Corporation. Complete tender document can be seen/ downloaded from CWC e-tendering website [www.cewacor.nic.in](http://www.cewacor.nic.in) and <http://eprocure.gov.in> online tender shall be submitted at: [www.tenderwizard.com/cwc](http://www.tenderwizard.com/cwc).

In case clarification regarding online participation, kindly contact Regional Manager, (Ph. No.)-..... Mob..... or Manager/SAM (Tech), Ph. No.-.....Mob.....

**Regional Manager**

-x-



**ONLINE TENDER ARE INVITED UNDER TWO BID SYSTEMS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

a)	TENDER REFERENCE	NO: CWC/RO-...../New ELWB/2020-21/ Dated: .....
b)	PRICE OF TENDER DOCUMENT	Rs. ..../- + GST @ .....% (Non refundable) by NEFT/ DD/Banker's cheque.
c)	DATE FOR DOWNLOADING OF BID DOCUMENTS	
d)	LAST DATE AND TIME FOR ONLINE (E-TENDERING) SUBMISSION OF BID	
e)	TIME AND DATE OF OPENING OF TECHNICAL BID	
f)	LAST DATE OF SUBMISSION OF EMD/TENDER COST THROUGH ONLINE/RTGS/NEFT	
g)	LAST DATE OF PHYSICAL SUBMISSION OF EMD/ TENDER COST	
h)	ADDRESS FOR COMMUNICATION	
i)	WEBSITE FOR DOWNLOADING OF TENDER DOCUMENTS (LAST DATE & TIME)	<a href="http://www.tenderwizard.com/CWC">www.tenderwizard.com/CWC</a>



NO: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

## TENDER NOTICE

Central Warehousing Corporation invites online e-tendering as per terms & conditions mentioned in Tender Documents under two bid systems(Techno-Commercial Bid) from the reputed Manufacturers for SUPPLY, installation, testing , commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or UNDER BUYBACK MODE at following Central Warehouses:

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**Hermetically sealed compression type/Double ended shear beam type load cells, Digital Weight Indicator (Digitizer), Personal Computer with alpha numeric key board, recording and printing units along with UPS including Civil & Electrical works 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 as per requirement during the period of contract as per following:**

Tender no.	NO: CWC/RO-...../New ELWB/2020-21/		Dated: .....			
Organization name:	Central Warehousing Corporation, (A Govt. of India Undertaking)					
Office address:	Regional Manager, Regional Office, Central Warehousing Corporation .....					
Scope of work	<b>SUPPLY, installation, testing, commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or UNDER BUYBACK MODE. at following Central Warehouses as mentioned below:</b>					
	Sl. No.	Quantity of ELWB (No.)	Centre	Capacity	Platform size	Remarks





	1.	1		... MT	..M x ..M	
	2.	1		....MT	..M x ..M	
	3.	1		.. MT	..M x ..M	
Tender notice	Central Warehousing Corporation invites online (e-tendering) for above work from intending tenderers. Tender document is available on websites <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> and <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> .					
Tender type	Open					

Tenderer nationality	Indian	
Product	<b>SUPPLY, installation, testing , commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or UNDER BUYBACK MODE ..</b>	
Joint venture	Not allowed	
Bidding currency	Indian Currency	
Schedule of e-tender	Document downloading Date & Time	
	Last date & time of online Bid submission:	
	Last Date of submission of EMD/TENDER COST ONLINE/RTGS/NEFT IN CWC ACCOUNT.	<b>Date &amp; time:- Bank:- A/Cs Name:- RM Central Warehousing Corporation A/Cs No.:- IFSC Code:-</b>
	Physical submission or by couriers of EMD and Tender cost in the form of Demand Draft/ bankers cheque issued by nationalized//scheduled bank in favour of Central Warehousing Corporation payable at .....	
Date & time of online technical bid opening	<b>Dt. ....2021..... at 15:30 hrs. at Regional Office , .....</b>	



Date & time of online financial bid opening	Will be intimated later on.
Bid validity period	90 days as per terms & condition of NIT and further extendable for 30 days from the date of opening.
Project duration	<b>Four (04)</b> months from the date of award of contract.
Processing fee	<b>Rs. ....../- (Inclusive of applicable GST @ .....%)</b>
<b>(Payment detail)</b>	
1. Cost of tender	<b>Rs. ....../= (Rupees.....only) + plus applicable GST @...%</b> by way of NEFT/D.D. in favour of Central Warehousing Corporation, payable at ..... and the same shall be submitted to this office online, physically or by couriers before as mentioned above
2. E.M.D.	<b>Rs......./-(Rupees..... only) for ... Nos. of ELWBs</b> by way of online payment in CWC Account or D.D. in favour of Central Warehousing Corporation, payable at ..... and the same shall be submitted to this office as mentioned above.
<b>Eligibility criteria</b>	<p>Reputed manufacturers who wish to participate should qualify the following eligibility parameters for quoting the <b>rates online</b>:</p> <ol style="list-style-type: none"> <li>1. GST Registration certificate from concerned authorities as applicable.</li> <li>2. Latest valid license to manufacture, repair or selling of Weight or measure as per Section 23 of <b>Legal metrology act, 2009</b>.</li> <li>3. Model approval of 60/100 MTC ELWB certificate from Director of Metrology Govt. of India.</li> <li>4. Certificate in respect of successful completion/installation of <b>15 nos. of PIT LESS type ELWB not less than 60 MT Capacity</b> in Government organizations or in PSUs/Private in the last seven (07) preceding financial years ending on <b>31.03.2021</b> which should be supported by their performance certificate (mere submission of work orders/supply/upgradation orders will not consider as proof of satisfactory performance of ELWBs) from the end clients/customers.</li> <li>5. Average Annual turnover of minimum <b>Rs. ....../- (Rupees .....only)</b> during last 3 preceding financial years ending <b>31.03.2021 supported with audited balance sheet and profit and loss account for the year 2016-17, 2017-18,2020-21 showing annual turnover.</b></li> <li>6. Details of other documents /information as prescribed in the check <b>list from S.No. 12 to 18</b> in the tender document shall also be provided by the bidder strictly along with the technical bid.</li> </ol> <p><b>NOTE:</b> Bidder must upload self attested and scanned copies of above reference documents in support of their eligibility of bid. In the event of any documents found fabricated /forged/tampered /altered/manipulated during verification then the EMD of bidder would be forfeited and he /they/himself/themselves would disqualify for future participation in the tenderers of Central Warehousing Corporation for next five years.</p>
<b>Other details:</b>	<b><u>Bidders who wish to participate in the e-tender will have to procure valid digital certificate as per Information Technology Act-2000. Bidder can procure this certificate from the Govt. approved certifying agency i.e. consultancy service.</u></b>



	<p><b><u>DOWNLOADING OF TENDER DOCUMENT:</u></b> The tender document for this work is available only in electronic format which tenderer can download free of cost from the websites mentioned in NIT.</p> <p><b><u>Submission of tender:</u></b> Tenderer shall submit their offer in electronic format on above mentioned website on or before the schedule date &amp; time as mentioned above after <b><u>digitally signing the same</u></b>. No offer in physical form will be accepted and any such offer, if received, by the Central Warehousing Corporation will be out-rightly rejected. Tenderer will have to submit <b>tender cost &amp; EMD online or by couriers or physically</b> in the form of demand draft in favour of Central Warehousing Corporation, payable at ....., as per above mentioned scheduled date and time.</p> <p><b>Bidders will have to submit Processing Fees of tender documents.</b></p>
<p>Online submission of EMD and tender cost</p>	<p><b>The tenderers interested to deposit EMD and tender cost through e-payment/ NEFT / RTGS, they can deposit the same in CWC Bank Account No....., IFSC code .....BANK NAME:</b></p>
<p>General Terms &amp; conditions, special conditions, technical specifications, technical Data etc.</p>	<p><b><u>As mentioned in tender documents.</u></b></p>
<p>Information for online participation</p>	<p>Internet site address for e-tendering activities will be <a href="http://www.tenderwizard.com/cwc">www.tenderwizard.com/cwc</a> can be seen and downloaded at CWCs website: <a href="http://www.cewacor.nic.in">www.cewacor.nic.in</a> and <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>.</p> <p>Interested bidders can view detailed tender notice and download tender documents free of cost from the above mentioned website.</p> <p>Bidders who wish to the participate in online tender have to register to the website through the" <b>New User Registration</b>" link provided on the home page. Bidder will create login ID and password on their own registration process.</p> <p>Bidders who wish to participate in this tender <b><u>need to procure digital certificate as per Information Technology Act-2000 that they can digitally sign their electronic bids</u></b>. Bidders can procure the same from any of the Government approved certified agencies i.e. Consultancy Services or they may contact M/s Karnataka State Electronics Development Corporation Ltd., at below mentioned address and they will assist them in procuring the same. Bidder who already have a valid digital certificate need not to procure the same. In case, bidder need any clarification, regarding online participation they can contact at below mentioned address:</p> <p>The digital signature certificate is normally issued within two working days. The interested tenderers are requested to apply for the same well in advance. In case the validity of digital signature certificate has expired the tenderers are advised to get it renewed immediately.</p> <p><b>M/s Karnataka State Electronic Development Corporation Ltd., 2nd Floor, TTMC 'A' Block, BMTC, K.H. Road, Bangalore-560 027, for local assistance they may call following representative of M/S KEONICS at .....: Sh..... Mob. No. .... or helpline no 011-4942465</b></p> <p>Bidders should upload scanned copies of reference documents in support of their</p>



	eligibility of the bid. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.
Pre-bid Meeting	Not Applicable.

The tenders are to be submitted in two parts, 'A' containing **Technical Specification** and 'B' containing **Financial Offer** i.e. Technical bid and financial bid through e-tender process only.

The tender shall be **opened on .....2021..... at 15:30 hrs.** in presence of tenderers who may wish to be present at their own cost or they can view through online. In case the date mentioned above happens to be public holiday, the next working day will be reckoned for the purpose.

**BENEFITS TO MSMEs**

MSEs registered with the prescribed agencies are exempted from payment of EMD and cost of tender and should enclose the proof of their being registered with agencies mentioned in the list down below. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.03.2012 & 09.11.2018 or any other notification issued thereafter.

**Terms for Micro & Small Enterprises:**

- a) Tender document shall be provided free of cost to Micro & Small enterprises (MSEs).
- b) MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- c) MSEs, who are interested in availing themselves of these benefits and preferential treatment, will upload with their offer the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - i. District Industries Centres
  - ii. Khadi and Village Industries Commission
  - iii. Khadi and Village Industries Board
  - iv. Coir Board.
  - v. National Small Industries Corporation
  - vi. Directorate of Handicraft and Handloom
  - vii. Any other body specified by Ministry of MSME.
- d) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload an attested/self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- e) The benefit as stated above to MSE shall be available only for goods / services produced & provided by MSEs for which they are registered.
- f) In case the MSE does not fulfill the criteria at Sr. No(c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 & 09.11.2018 and any other notification issued thereafter.



- g) Participating MSMEs quoting price within price band of L1+15 percent shall also be allowed to SUPPLY/UPGRADE a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to SUPPLY/UPGRADE up to 25% of total tendered value. In case of more than one such MSME, the supply/upgradation will be shared proportionately (to tendered quantity). however, for procurement of services or supplies where quantity is not split table or non-divisible, MSME quoting price within the price band or L1+15% may be awarded for full / complete supply/upgradation of total tendered value.

**CONDITION FOR DECIDING L-1, IN CASE OF TENDER -**

**a) WITH BUYBACK MODE:**

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

**b) WITHOUT BUYBACK MODE:**

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

**PREFERENCE TO MAKE IN INDIA**

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

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

**REGIONAL MANAGER**



No: CWC/RO-...../New ELWB/2020-21/

Date: .....2021

## **TENDER DOCUMENT**

### **SECTION-I**

#### **INVITATION OF TENDER (E-TENDERING)**

ONLINE TENDER ARE INVITED UNDER **TWO BID SYSTEMS** IN PRESCRIBED FORM AND ON BEHALF OF CENTRAL WAREHOUSING CORPORATION FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE of COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

1. The Technical Bid & Price Bid shall be submitted as **Prescribed under Detailed Tender Notice Online** as Technical Bid and Price Bid.

- i) **TECHNICAL BID:** With the commercial details should be submitted online **Marked `A` - Technical Bid**
  - ii) **Earnest Money Deposit payment and COST OF TENDER DOCUMENT** should be paid as prescribed in the detailed tender notice along with forwarding letter mentioning the name of work.
  - iii) **PRICE BID:** should also be submitted online on same date **Marked `B` - Price Bid**. 'Price Bid' will not be opened on the date and time of tender opening. Price Bid of only such tenderers whose technical bids are found technically qualified and acceptable will be opened subsequently on the date and time fixed by the Corporation. The date and time of opening the price bids of technically successful tenderers will be intimated to them separately.
2. The work of **Supply, installation, testing, commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or**



**UNDER BUYBACK MODE** as detailed in the tender shall be carried out in accordance with the attached instructions to tenderer, general conditions of contract, special conditions for **supply or upgradation**, installation & commissioning, scope of work, schedule, specifications and **addenda**, if any.

3. **EARNEST MONEY:**

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

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

If the tenderer fails to keep the tender open for acceptance for the stipulated period of 90 days (which can be further extended by 30 days at the sole discretion of the Corporation) or after submitting his tender resiles from/or modifies his offer and / or the terms and conditions thereof in any manner, it is being understood by him (tenderer) that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The Earnest Money will also be liable to be forfeited in the event of the tenderer's failure, after the acceptance of his offer, to furnish the requisite performance guarantee by due date without prejudice to any other rights and remedies available to the Corporation under the contract and in law. The Earnest Money will be refunded or released, as the case may be to the unsuccessful tenderers within 30 days of the award of the contract. The E.M.D. deposited (get converted into collateral security) by the successful tenderer (to whom the work will be awarded) will be released only after successful completion of the entire works including guarantee period under this contract. This will be subject to deposit of Security Deposit equivalent to 10% of the total AMC charges through crossed DD/Banker's cheque payable at ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-IX). The validity of Bank Guarantee shall be for a period of five (05) years from the date of issue. No interest will be paid on the Earnest Money to the contractor by Corporation.

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

4 **Performance Guarantee:**

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

- Demand Draft/Banker's Cheque of Scheduled/Nationalized Bank in favour of Central Warehousing Corporation payable at .....



- ii) An irrevocable Bank Guarantee Bond of any Scheduled/Nationalized Bank in the prescribed form available.

The successful tenderer shall submit Performance Bank Guarantee within 15 days of the issue of Letter of Intent. This period can further be extended by the Corporation up to a maximum period of Fifteen (15) days on written request of the tenderer detailing the reasons for delays in procuring the bank guarantee. **However, a penal interest of 12% per annum shall be charged for delay beyond 15 days i.e. from 16th day after issue of LOI/LOA. It 15th/30th day happens to be holiday of CWC office, submission of BG can be accepted on next working day. In all other cases, if the contractor fails to submit requisite BG even after 30 days, from the date of issue of LOI/LOA, the contract is liable to be terminated. In case the contract is terminated, CWC shall be entitled to forfeit EMD and other dues payable against that contract. In case the tenderer has not submitted EMD being exempted to do so, then the concerned authority (ies) shall be informed and the failed contractor shall be debarred participating in re-tender of that work.**

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

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

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

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

The time allowed for completion of entire work of each ELWB will be **four (04) months** which will be reckoned from the 10th day of issue of the **Award Letter/supply/upgradation** Order or from the date of physical handing over of the site to the contractor for execution of the work of ELWB at each warehouse whichever will be later.

## **5.Execution of Contract Agreement**

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

6. **Tenders duly digitally signed** shall be submitted as **two bids i.e. Technical and Price Bids** though Online as “**Technical Bids/Price Bids**” for **SUPPLY, installation, testing, commissioning, stamping and Annual maintenance for a period of four (04) years from the date of completion of defect liability period/ guarantee period of one (01) year of 60/100 MT capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical works OR UPGRADATION OF EXISTING ELWB including Civil and**





**Electrical works ON TURNKEY BASIS OR UNDER BUYBACK MODE at following places.**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**Tenders shall be submitted in the prescribed form. All pages of tender form including enclosures and schedules shall be properly filled and digitally signed by the tenderer as per check list**

7. The tenderer should quote the rates both in figures and in words at the appropriate place in price break up schedule attached at price bid. In case of any discrepancy in the rates quoted, the amount stated in words shall be treated as authentic and final.
8. The last date for downloading of tender documents will .....2021 up to 23.59 hrs..... **(Date & time)**
9. Tenders must be submitted online dated up to .....2021...**upto15.00hrs..... (Date & time)**. Technical Bids with commercial details (Marked 'A') will be opened on .....**2021 up to 15.00hrs..... (Date & time)**. in the presence of tenderers or their authorized representatives who wish to be present at their own cost.
10. The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the tender. The Corporation, however, shall have option to extend the validity of tender for a **further period of 30 days**. The tenderer fails to keep the tender open for acceptance as stated above or if the tenderer withdraws the tender before the expiry of said period or makes any modifications in the terms & conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money.
11. Offers, which are not made ON TURNKEY BASIS or UNDER BUYBACK MODE., shall be treated as incomplete/invalid.
12. The tenderer is required to submit self attested scanned copy of the following documents **with digital signatures** along with the Technical Bid:
  - (a) Latest valid GST Registration Certificate from concerned Authorities of the State Govt. as applicable.
  - (b) Latest valid license to manufacture, repair or sell of Weight or measure as per Section 23 of **Legal Metrology act, 2009**.
  - (c) Model Approval of 60/100 MTC ELWB Certificate from Director of Metrology, Govt. of India.
  - (d) Proof of annual production capacity of 15 no. of 40/60/100 MT Capacity ELWB from NSSIC/SSIC/DIC.
  - (e) Certificate in respect of successful completion of **15 no.** pit less type ELWBs of **40/60/100 MTC in Government organizations or in PSUs/Private/ or reputed Companies registered under COMPANIES ACT in the last 7(seven) preceding financial years ending on 31.03.2021** based on the year of tender floated which should be



- supported by their Performance Certificate (mere submission of work **order/supply/upgradation** orders will not be considered as proof of satisfactory performance of ELWBs) from the end of clients/customers.
- (f) Average Annual turnover of minimum **Rs...../- (Rupees..... only)** during last 3 preceding financial years ending 31.03.2021 supported with audited balance sheet **for the year 2017-18, 2018-19 & 2019-20** showing annual turnover.
- (g) EMD of **Rs. ....../= (Rupees..... only) for.....no. of ELWBs** in the form of NEFT/DD/Banker's Cheque issued by any nationalized or scheduled bank drawn in favour of Central Warehousing Corporation payable at ..... or through online in CWC Account.  
E.M.D. shall be submitted by the bidders online, physically or through couriers on or before as **prescribed in the tender notice.**
- (h) Cost of tender document is **Rs. ....../-plus applicable GST (%)** only by NEFT/D.D./bankers cheques issued by any nationalized/scheduled bank drawn in favour of Central Warehousing Corporation payable at ....., shall be submitted by the bidders physically or through online, couriers on or before as **prescribed in the tender notice.**
- (i) Details of other documents/information as prescribed in the check list from **S.No.12-18** in the tender document shall also be provided by the bidder as per procedure of e-tender strictly along with the technical bid.

CWC reserves the rights to get verify the credentials and the documents submitted along with the tender before **issue of supply/upgradation** order.

REGIONAL MANAGER



No: CWC/RO-...../New ELWB/2020-21/

Date: .....2021

**SECTION – II**

**ONLINE TENDER ARE INVITED UNDER TWO BID SYSTEMS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE of COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**INSTRUCTIONS TO TENDERERS**

- The tenderer shall examine carefully all available tender document consisting of following and comply the same as mentioned in the detailed tender notice since tenders are being invited ONLINE.
  - Invitation of Tender
  - Instructions to Tenderers
  - Tender Form
  - Form of Agreement
  - Form of Performance Guarantee/Bank Guarantee Bond
  - General Conditions
  - Special Conditions for supply or **upgradation**, Installation and Commissioning



8. Technical Specifications
9. Scope of work, Schedule and Addenda, if any
2. The tenderer is advised to inspect the sites on his own responsibility and to secure all necessary information which may be required for completing his tender. Ignorance of site or local conditions shall not be an excuse for non- completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Corporation will not accept any liability whatsoever in this regard. Any failure of the contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating the cost properly.
3. The tender shall be accompanied by necessary Plans, Illustrations, Catalogues or Brochures, Data, Specifications and Complete Description of equipment offered to enable comprehensive assessment of its merits and performance.
4. The tenderer shall also include the following in his tender:
  - (a) Complete Schedules.
  - (b) Outline Dimensional and Cross Sectional Drawing showing necessary dimensions & clearances required.
5. The required contract documents shall be drawn up in English language only. In case any document is in any other Indian language, the same shall be got translated into English language which shall be duly attested by the Notary Public and should be enclosed.
6. **A complete break-up of prices quoted (Part-II)** should be furnished in the price Schedule-I attached.
7. The tenderer should quote **GST (Percentage with HSN)** extra as applicable.
8. Any corrections made in the tender by the tenderer shall be supported by his **digital signatures** there-against. Modification of the tender document is not permissible and tenderers shall not put any condition and conditional tender shall be rejected.
9. It must be clearly understood that the prices quoted in the tender are to include for everything required to be done as detailed in the instructions to Tenderers, General and Special Conditions of contract, Technical specifications and drawings referred to therein and all such works as are necessary for the proper completion of the contract, although specific mention thereof may have been omitted in the Technical specifications or Drawings.
10. Tenderers shall make their own arrangement for obtaining the required quantity of steel of various categories, cement and other materials required for the works.
11. The Corporation does not bind itself to accept the lowest or any other tender or to assign any reason therefore and also reserves the right of accepting the whole or part of the work or to split up the works and to assign different items or works to different contractors. The tenderer, shall in such an event, be bound to perform the contract at the rates quoted in the tender for different items/sites of work.
12. The tenderer shall furnish the names of the collaborators or other manufacturing units with whom he would join or to whom he would sublet portions of the work in order to execute



- the entire work completely within the stipulated period. He shall also furnish the names of the suppliers for equipment/components proposed to be imported.
13. Time is the essence of the contract and tenderers are required to complete the work of each ELWB within **four (04) months** which will be reckoned from the **10th day of issue of award letter/supply/upgradation order** or the date of physical handing over the site to the contractor for execution of work of ELWB whichever is later.
  14. The tenderer shall be responsible for securing necessary import license or customs clearance permit or permits as may be necessary. The Corporation will not make available any foreign exchange or import license for this work.
  15. Should a tenderer find discrepancies or omissions from the tender documents or should additional information or clarification be required, he shall at once notify the Regional Manager, Central Warehousing Corporation, ..... in writing, who will then issue an addendum in that regard to all the tenderers if considered necessary. Such information shall be submitted immediately but not later than 10 days before the date fixed for opening of tenders. No oral interpretations shall be made or be considered binding and all addenda shall be listed in the tender form and become part of the contract documents.
  16. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery of equipment/materials the place of execution of works of place of payment ..... under contract, the contract shall be deemed to have been entered into at ..... within the ordinary civil jurisdiction Court of the .....
  17. Telegraphic offers will be treated as defective and invalid and shall be rejected. Only detailed complete offers made ON TURNKEY BASIS or UNDER BUYBACK MODE will be considered. No amendments, revisions and/or alterations of the tender will be permitted after the opening of tenders.
  18. Every page of the tender shall be digitally signed by the tenderer failing which tender is liable to be rejected.
  19. In the event of tenders being submitted by a firm, it must be digitally signed separately by each constituent partner thereof or in the event of the ..... absence of any partner it must be signed on his behalf by a person holding a ..... power of attorney from him authorizing to do so by digital signatures.
  20. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing in any form shall be liable to rejection and the contractor(s) may even be forbidden ..... from future tendering for the Corporation works through appropriate action.
  21. The tenderer should possess requisite license to manufacture, repair or sell of weight or measure as required under Section 23 of **Legal Metrology Act, 2009: "23. Prohibition on manufacture, repair or sell of weight or measure without license: -**
    - (1) No person shall manufacture, repair or sell, or offer, expose or possess for repair or sale, any weight or measure unless he holds a **license** issued by the Controller under subsection (2): Provided that **no license to repair** shall be required by a manufacturer for repair of his own weight or measure in a State other than the State of manufacture of the same.
    - (2) For the purpose of sub-section (1), the Controller shall issue a **license** in such form and manner on such conditions, for such period and such area of jurisdiction and on payment of such fee as may be prescribed".

**The tenderer should possess model approval** certificate issued by the Director of Metrology, Govt. of India, New Delhi. Copy of such licenses issued by the State authority, model approval upto 60/100 MT capacity ELWB and proof of annual production capacity for **40 numbers** of ELWB of 60/100 MTC from NSSIC/SSIC/DIC should be furnished as prescribed in the tender notice with the Technical Bid.



NO: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**SECTION - III**

**ONLINE TENDER ARE INVITED UNDER TWO BID SYSTEMS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**FORM OF TENDER**

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

To,  
The Regional Manager,  
Central Warehousing Corporation,  
.....

With reference to the invitation to tender and having examined the tender documents and instructions to the tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the **“supply, installation, testing , commissioning, stamping and Annual maintenance 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 OR UPGRADATION OF EXISTING ELWB including Civil and Electrical works ON TURNKEY BASIS or UNDER BUYBACK MODE ..** for the Central Warehousing Corporation in conformity with the said tender documents at prices indicating in the price schedule enclosed.

1. We are also submitting herewith the prescribed schedules duly completed and **sign digitally**.
2. We enclose herewith one set of detailed description, specifications and basic Data of equipment and machinery along with drawings. (Scan copies).



3. If our tender is accepted, we undertake to complete the whole work of each ELWB comprised in the work order to the satisfaction of the Corporation within four (04) months for each ELWB from the 10th day of issue of the **award letter/supply/upgradation order** or physical handing over of the site for execution of work of each ELWB at **above Central Warehouse(s)**.
4. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with the corporation within 15 days of **issue of supply/upgradation/order/award order** in the prescribed format provided in the tender document on non-judicial stamp paper of appropriate value.
5. We agree to abide by this tender for a period of 90 days from the date of opening of the same and for further period of 30 days at the discretion of the Corporation under the related clause No.3 & 11 (Section-I) of invitation to tender.
6. We have deposited earnest money as sum of Rs. \_\_\_\_\_/- (Rupees ----- only) vide NEFT/DD/Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_.
7. We agree that if we resile from or modify or withdraw the offer to execute the work at the tendered rates before the expiry of the period as mentioned in Para 5, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the Corporation. No claim shall be raised by us in future for refund of earnest money deposited with CWC. Further, we give our consent that our EMD may be converted into collateral security deposit and may be kept in the Corporation account at R.O. .... and shall be refunded after satisfactory execution of work including guarantee period of ELWBs as per orders placed by the Corporation against this tender.
8. We agree for depositing/recovery of S.D. subject to maximum of 10% of the offered value for each ELWB on each centre i.e. 5% will be deposited as a Performance Guarantee after issue of letter of acceptance of the tender but before issue of work order and Security Deposit 5% of the offered value shall be deducted of the total value of the **supply/upgradation order by CWC** from our first running bill.
9. We understand that Corporation is not bound to accept the lowest tender or any tender you may receive and may reject all or any tender without assigning any reason. We further understand that you reserve the right of accepting the whole or part of the tender and in such an event; we shall be bound to perform the contract at the same rates quoted for the different items of work. **We understand that the Corporation reserves the right to increase or decrease the quantity of weighbridges of the quantity for which the order is placed on us, on the same rates, terms & conditions.**
10. Requirement of ELWB may change to any other centre(s) as per discretion of the Corporation.

On this \_\_\_\_\_ Day of \_\_\_\_\_ 2021

SIGNATURE OF TENDERER

\_\_\_\_\_

IN THE CAPACITY OF: \_\_\_\_\_

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF

(IN BLOCK LETTERS)

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

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



NO: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**PART-I**

**GENERAL CONDITIONS OF CONTRACT**

**SECTION – IV**

ONLINE TENDER ARE INVITED UNDER **TWO BID SYSTEMS** FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

S.No.	Description
1.	Definitions and interpretations
2.	Assignment and subletting of work
3.	Forfeiture of earnest money
4.	Security deposit
5.	Refund of security deposit
6.	Refund of security deposit for AMC
7.	Forfeiture of security deposit
8.	Performance Guarantee
9.	Work to be to the satisfaction of the Corporation
10.	Taking over of site
11.	Compensation/Liquidated damages for delay
12.	Force majeure conditions
13.	Breach of contract
14.	Suspension of works
15.	Requirement where there are no specifications
16.	Urgent repairs
17.	Price variation
18.	Charges, taxes, duties, Exchange rate, Royalties, Patent rights & other liabilities
19.	Constitution of the firm





20.	Address of the contractor for notices communications on behalf of the Corporation
21.	Authority of person signing contract, Measurement and bills on behalf of the Contractor
22.	Dishonest practices
23.	Official secrets and photography
24.	Laws
25.	Risk Purchase
26.	Employment of retired Govt. Servant



No: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**SECTION – IV**

**(GENERAL CONDITIONS OF CONTRACT)**

ONLINE TENDER ARE INVITED UNDER **TWO BID SYSTEMS** FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR YEARS FROM THE DATE of COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE

1.	<b>S.No</b>	<b>Central Warehouse</b>	<b>Capacity</b>
2.	1		... MT
	2		....MT
	3		.... MT

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**1. Definitions and Interpretations:**

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

- 1.1. "Corporation" means the Central Warehousing Corporation, established under the Warehousing Act, 1962 (Act 58 of 1962) and includes any of its officers duly authorized in writing by the Managing Director subject to any conditions as may be prescribed in such authorization.
- 1.2. "Managing Director" means the Managing Director of the Corporation.
- 1.3. "Regional Manager" means the Regional Manager of the..... Region of the Corporation
- 1.4. "Contractor" means the individual firm or company whether incorporated or not, with whom the contract is entered into and includes the heirs, executors, administrators or successors, permitted assignees or legal representative as the case may be, of such individual firm or company, and further includes the terms successful tenderer.
- 1.5. "Inspecting Officer" means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores, equipments and work under the contract.
- 1.6. "Sub-Contractor" means any person, firm or company or Corporation having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Corporation furnishing the machinery or equipment called for in the contract and worked to a special design according to the specifications and also a



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

## 2. **Assignment and subletting of works:**



- 2.1. The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Corporation.
- 2.2. The Contractor shall not sublet the whole of the work except where otherwise provided by the contract. The contractor shall not sublet any part of the work without prior written approval of the Corporation. Any proposal for subcontracting any part of works should be made by the tenderer at the time of bidding, naming and describing the qualifications and complete particulars of any proposed sub-contractor. No substitution of the sub-contractor already named and described in the bids will be permissible except for valid and justifiable reasons without the prior approval in writing of the Corporation. Mere approval of any sub-letting of work shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor or his agents. Mere pendency of approval does not absolve the contractor to carry out the execution of work.
- 2.3. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Corporation.

**3.0 Forfeiture of Earnest Money Deposit:**

The earnest money deposited by the tenderer in terms of Para 3 of the Invitation to Tender may be forfeited at the option of the Corporation in case the tenderer should resile from or modify or withdraw his tender before the expiry of 90 days and further extended period under Para 3 & 11 of the Invitation to the Tender from the date of opening of the tender or fail to deposit the **Earnest Money Deposit**(EMD) prescribed in para 3 of the Invitation to Tender, and it being understood that the tender documents have been made available to the tenderer and the tenderer is being permitted to tender in consideration of his agreement to this stipulation. If the tenderer whose tender is considered for acceptance fails to furnish the prescribed performance guarantee within prescribed period, the EMD will be absolutely forfeited by the Central Warehousing Corporation.

**4.0 Security Deposit:**

Security Deposit will be equivalent to 10% of the offered value of each ELWB for each center (in addition to collateral security mentioned in Clause 3 of Section-I). Successful tenderer has to furnish the security deposit in the following ways:

**4.1 Successful tenderer has to deposit:**

- i) The amount equivalent to 5% of the contract value of each ELWB, as Performance Guarantee within 15 days from the issue of Letter of Intent (LoI),(read with the Clause-4 Section-I).
- ii) The amount equivalent to balance 5% of the offered value of each ELWB shall be deducted by the Corporation from the first bill of the supplier/contractor on account of Security Deposit.

4.2

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

4.4 Before release of Security deposit deposited under clause 4.1(i) & 4.1(ii), tenderer has to deposit Security Deposit equivalent to 10% of the total AMC charges through crossed



DD/Banker's cheque payable at ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

**5.0 Refund of Security Deposit:**

Subject to the other terms and conditions of this contract, the amount of security deposit will be refunded to the contractor after adjusting 'over payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at the time), if any, and after the final bill excluding AMC chages has been paid and a 'No Demand Certificate' is furnished after successful completion of guarantee period. This will be subject to deposit of Security Deposit equivalent to 10% of the total AMC charges through crossed DD/Banker's cheque payable at ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

**6.0. Refund of SD in respect of AMC:**

As stated under 5.0 above, the amount of SD for AMC will be 10% of the total AMC charges i.e. the amount as arrived at 4 of Part-II Schedule-I. The amount of SD so worked out for AMC either in the form of DD/ Banker's cheque or in the form of Bank guarantee will be refunded on production of 'No Demand Certificate' after completion of successful service of AMC.

**7.0 Forfeiture of Security Deposit:**

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

**8.0 Performance Guarantee:**

**8.1** The successful tenderer, hereafter referred to as the contractor, shall deposit an amount equal to 5% of the tendered and accepted value of works (without limit) as performance guarantee. Performance guarantee shall be collected before issue of formal work order for commencement of the work within the time limit as mentioned under Para 4 of Invitation to Tender.

**8.2 Refund of Performance Guarantee:**

Subject to the other terms and conditions of this contract, the amount of performance guarantee will be refunded to the contractor after adjusting 'over-payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at that time), if any, and after the final bill excluding AMC charges has been paid and a 'No Demand Certificate' is furnished after completion of guarantee period. This will be subject to deposit of Security Deposit equivalent to 10% of the total AMC charges through crossed DD/Banker's cheque payable at ..... favouring Central Warehousing Corporation drawn on any Nationalised Bank/ Scheduled Bank or Bank Guarantee of equivalent amount in the format enclosed (Section-IX). The validity of Bank Guarantee shall be for a period of five (05) year from the date of issue.

**8.3 Forfeiture of Performance Guarantee:**



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

**9.0 Work to be to the satisfaction of the Corporation:**

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

**10. Taking over of site:**

10.1 The usual admissible time limit for taking over the installation site is 60 days from the 10th day of issue of **award letter / supply/upgradation** order, which shall be clearly stated in the award letter. If the contractor fails to take the site within the due date, the RM may give a notice calling explanation of the contractor and if the explanation is found convincing, RM may at his own discretion may extend the deadline, subject to a maximum of 120 days from the 10th day of issue of **award letter / supply/upgradation** order.

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

**11.0 The Compensation/Liquidated Damages for delay:**

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the contractor, a sum equivalent to 1% of contract value for every **week's** delay as compensation (and not as a penalty) for every **week** or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not **exceed 5% of the contract value of work for initial 3 months period (90 days) and if further delay, the same shall not exceed 10% of the contract value of work for 6 months period(180 days). If there is further delay after completion of 6 months, Corporation may terminate the contract as per the Cancellation of Contract in full or part given under Clause no. 13 of section IV i.e. GENERAL CONDITIONS OF CONTRACT.**

The compensation will be determined for each site separately **by the Competent Authority at Regional Office, .....** in consultation with concerned Warehouse Managers of Corporation. Such decision in writing from the concerned authority of Corporation shall be final and binding on the contractor. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the contractor. However, before imposing liquidated damages, the corporation at its sole discretion will intimate to the contractor to explain the reasons for delay by sending a time bound notice to the



contractor. But the decision of the competent authority shall be final and binding on the contractor and amount so recovered will be intimated through office letter or sanction order as per procedure of the Corporation.

**In case of Upgradation of ELWB, Service during warranty period:**

As and when required, the firm has to attend the ELWB for repair within 03 days on receipt of complaint from the concerned Warehouse Manager, failing which amount incurred on weighing of stock after three days period through Pvt. LWB shall be deducted from firm's bill.

**12.0 Force Majeure Conditions:**

12.1 The Corporation may grant an extension of time limit set for the completion of the work in case the timely completion is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub-paragraphs and to the procedures detailed therein being followed. Force majeure is defined as an event or effect that cannot reasonably be anticipated such as wars, revolution, earthquakes, Government order, disturbances or any other causes beyond the control of the contractor. Strike by the contractor's labour shall not be treated as an event beyond the control of the contractor.

12.2 The contractor's request for an extension of the time limit for completion of the work in the above mentioned cases duly recommended by concerned Warehouse Managers of the Central Warehousing Corporation is subject to the following procedures:

- i) That, within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, he informs the Corporation in writing that he considers himself entitled to an extension of the time limit.
- ii) That, he produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- iii) That, he proves to the satisfaction of the Corporation that the said conditions have actually interfered with the carrying out of the contract
- iv) That, he proves to the satisfaction of the Corporation that the delay occurred is not due to his own action or lack of action. Apart from the extension of the time limit, force majeure does not entitle the contractor to any relaxation or to any compensation for damage or loss suffered. In case of prolonged force majeure, the contract is liable to be terminated.

**13.0 Breach of Contract:**

**13.1 Definition of Breach of Contract:**

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



- i) If the contractor having been given by the Corporation a notice in writing to rectify, reconstruct or replace defective work or to remove the equipment/material condemned or rejected by the Corporation or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall neglect to comply with the requirements of such notice for a period of 15 days thereafter or if the contractor shall delay or suspend the execution of the work so that, in the judgments of the Corporation (which shall be final and binding) either he shall be unable to secure completion of the work by the date set for completion or he has already failed to complete the work by the date.
- ii) If the contractor being a company shall pass a resolution of the court shall make an order that the company shall be wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a winding up order.
- iii) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out contract under a committee of inspection of his creditors (being a Corporation) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or the contractor shall assign the contract without consent in writing of the Corporation first obtained or shall have an execution levied on his goods.
- iv) If the Contractor commits breach of any of terms and conditions of this contract.
- v) If the contractor fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.
- vi) If the contractor in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract.

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

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

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





- c) After giving due notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete at the risk and cost of the original contractor, in which case all expenses which may be incurred in excess of that which would have been payable to the original contractor, if the work had been executed by him (of the amount which is excess, the certificate in writing of the Corporation shall be final and conclusive), shall be borne and paid by the original contractor and may be deducted from any money due to him by the Corporation under this contract or any other account whatsoever or any money due to him by the Corporation or any Department of the Central Government/Public Sector Undertakings and is recoverable from the contractor through any other legal records.
- d) In the event of any one or more of the above courses being adopted, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advances on account or with a view to the execution of the work or contractor shall have no claim to compensation for any loss sustained by him by the performance of the contract, provided in case action is taken under any of the provisions aforesaid, the contractor shall be entitled for payment only for such portions of the works actually executed under this contract and provided the Corporation has certified in writing that the execution of such work has been in accordance with the conditions of the contract and also the value payable in respect thereof. The release of such payment due to the contractor is subject to conditions under clause-9 and other provisions of this contract.

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

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

In the event, Corporation terminate the contract in whole or in part, Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the contractor shall be liable to Corporation for any risk and costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated. In addition, such action by Corporation's aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in Clause-11.

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



Corporation shall have in all such cases, the option of taking over all or any such equipment/materials at their purchase price or at local current rates whichever is less.

**14. Suspension of works:**

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

**15. Requirements where there are no specifications**

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

**16. Urgent Repairs**

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

**17. Price Variation:**

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

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

**18.1 GOODS & SERVICE TAX:**

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

**18.2 GOODS & SERVICE TAX:**

**GST** shall be mentioned by the party separately under the price break up schedule of Price Bid (schedule I) in the tender document.

**18.3 GOODS & SERVICE TAX:**

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



18.4 Royalties:

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

18.5 Patent Rights:

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

18.6 Demurrage:

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

18.7 Transportation and Insurance:

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

18.8 Electricity and Water-charges:

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

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

18.9 Way leaves:

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

18.10 Bye Laws of Local authorities:

a) The contractor shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities. The contractor shall give all notices required by the said Acts or laws, etc. and pay all fees payable to such



authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restorations, etc., and all other fees payable to the local authorities.

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

**19. Constitution of the Firm:**

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

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

19.3 If the contract is not determined as provided in Clause 19.2 above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section-iv of the Partnership Act has been sent by him to the Corporation by registered post acknowledgement due.

**20. Address of the contractor for notices and communications on behalf of the Corporation.**

20.1 For all purposes of the contract, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Corporation. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

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

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

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

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

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



21.4 Receipts for such payments made on account of the work when executed by a firm or a company. Must be signed by several partners except where the contractors are described in the tender or the partnership deed or Company deed as a firm or Company in which case the receipt must be signed in the name of the firm or Company by one of the partners or Directors or by some other person having Authority based on the partnership deed to give effectual receipts on behalf of the firm. Notwithstanding anything contain in the partnership deed or in the Company deed the above named persons will have the authority to give effectual receipts on behalf of the firm throughout

the entire period of the contract. No change in the name or designation of the persons having authority to give effectual receipts for the firm or Company will be admitted by the Corporation unless such a change is demanded in writing by all the partners of the firm or Directors of the Company without any exception.

**22. Dishonest practices:**

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

**23. Official Secrets and photography:**

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

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

**24. Laws:**

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

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

24.3 CPWD specification 2009 civil and latest manual, schedules and specifications will be applicable for all Civil and Electrical works respectively unless otherwise specified in the tender documents.

**25. Risk Purchase:**

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

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



- 26.1 No Engineer or Administrative Officer of Gazetted rank in any department of Govt. of India is allowed to work as contractor on his retirement for a period of 2 years from the date of retirement from the Government Service without the previous permission of the Govt. of India.
- 26.2 The contractor, while submitting the tender, shall declare that no such officers without permission are engaged by him in any capacity. Any violation of this order of the Central Government detected at any time shall be treated as breach of contract and shall be dealt with under Clause 11 of this contract.

**The Corporation shall be final authority to decide on the penalty to be imposed on the contractor in such an event.**

-X-



No: CWC/RO-...../New ELWB/2020-21/

Dated:.....2021

**SECTION - V**  
**SPECIAL CONDITIONS**

**ONLINE TENDER NOTICE ARE INVITED FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE of COMPLETION OF DEFECT LIABILITY PERIODS/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**PART - I**

**INDEX**

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



46. Erections, Operation and Maintenance instructions manuals
47. Annual maintenance
48. Resolution of Disputes
49. Black listing of Firms
50. Notices (Clause-18)





No: CWC/RO-...../New ELWB/2020-21/

Dated:.....2021

**SECTION – V**

**SPECIAL CONDITIONS FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES OR UPGRADATION OF EXISTING ELWB INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE**

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**27.Extent of contract:**

- 27.1 The contract comprises of design, manufacture, delivery, trial runs, tests, installation, stamping, commissioning, guarantee of the works, including construction of foundation, ramp & cabin and Annual Maintenance for four (04) years after completion of liability / guarantee period of one (01) year except in so far as the contract otherwise provides, the provisions of all labour, materials, manufacturing plant, temporary works and everything whether of temporary or permanent nature for completion of works.
- 27.2 Corporation will have ownership of the source code and license of API so designed and developed.

**28.Drawings:**

- 28.1 The contractor shall supply four complete sets of all drawings relating to the equipment as well as their installation at his own cost (Mechanical, Electrical and Civil Drawings).
- 28.2 The contractor shall keep one complete set of all drawings and specifications at each site of work in good order.
- 28.3 Contractor's responsibility for errors in Drawings/ designs:  
The contractor shall be responsible for and shall bear the cost of any alterations of the work due to any discrepancies, errors or omissions in the drawings, designs or other



particulars supplied by him whether such drawings, designs or particulars have been approved by the Corporation or not.

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

**29.1 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/upgradation order** for the work OR the date of physical handing over of the site to the contractor for execution of work of each ELWB, whichever is later.

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

**29.2 Schedule of work:**

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

**29.3 Extension of time for completion:**

Should the amount of extra or additional work of any kind or other special circumstances beyond the contractor's control, referred to in Clause-10 which may occur be such as to delay the completion of the work, the contractor shall apply in writing to the Corporation for an extension of time for completion of the work within 10 days of such occurrence but before the expiry of the stipulated date of completion. The Corporation may grant extension of time to contractor to the extent considered necessary. No extra payment shall be made to the contractor on any account for such extension of contract period. Any extension granted shall be without prejudice to the right of the Corporation to recover compensation by way of liquidated damages in accordance with Clause-11 (section-IV) of this contract.

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

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

**30. Contractor's Supervision:**

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



30.2 **Misconduct of the contractor's staff:**

The Corporation shall be at liberty to object to and require the contractor to remove from the works any person in the contractor's employment who in the opinion of the corporation is incompetent or negligent or misconducts himself in the proper performance of his duties or whose continuance on the works is otherwise considered undesirable. Such persons shall be removed forthwith and shall not be re-employed in and about the site of the works.

Any person so removed shall be replaced forthwith by a competent substitute approved by the Corporation, failing which, the Corporation shall be entitled to appoint competent technical personnel and necessary assistants of its choice and the entire expenditure incurred in this behalf shall be payable by the contractor and shall be recoverable from his bills.

30.3 **Contractor's responsibility for method of working and equipment**

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

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

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

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

30.6 **Care of site**

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

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

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

30.8 **Care of Works:**



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

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

The Corporation reserves the right to let other contracts, in connection with the undertaking of which the work is a part and the contractor shall connect properly and co-ordinate his work with that of others. If any part of the Contractor's work depends for its proper execution or result upon the work of others, the contractor shall in writing report promptly to the Corporation any defects in the work of such others as may interfere with the proper execution of the contractor's work. Should the contractor fail to inspect and report, he shall have no claim against the Corporation by reason of the defective or unfinished work of others except as to the latest defects not reasonably noticeable at the time of the commencement of contractor's work.

The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to others on the projects. In all matters of conflict of interest, the Corporation shall direct what shall be done by each party.

**32. Free access to work site:**

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

**33. Inspection of works:**

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

- a) The work of each ELWB will be completed in **four (04)** months by the contractor which includes supply installation, stamping, testing and commissioning. The completion period of ELWB will be reckoned from the 10th day of **issue of award letter/supply/upgradation order** or physical date of visiting of site for execution of the work of ELWB to the contractor whichever is later. As soon as Electronic Lorry Weighbridge is ready for inspection at the work place/factory of the contractor/supplier, intimation is required to be sent by the supplier in writing to the CWC, R.O..... for carrying out necessary pre-purchase inspection of ELWB.

**Failure to produce ELWB equipment for pre-purchase inspection within 30 days, from the date of issue of supply/upgradation order clause shall be made to cancel the order, until and unless extension of time is approved by the respective RM's.**

Instructions for dispatch equipment of ELWB will be issued by the Head of the CWC, R.O. .... after satisfying & certifying that the ELWB has been pre-inspected & found conforming to specifications and is acceptable. The dispatch should be made within **five (05)** days from the date of issue of dispatch instruction by CWC, R.O.,.....and it may be ensured by the Supplier that the material of ELWB reaches its destination within **fifteen** days from its dispatch. In other words, a total period of **twenty** days for this purpose is allowed from the date of issue of instruction for dispatch. Stamping of the LWB must be got done by the party from the appropriate authority within 15 days from the date of installation. However, the whole process for dispatching of machine of ELWB, reaching to its destination and stamping of LWB will be covered within the execution period of **four(04)** months as prescribed under Section (a) of Inspection of Work.



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

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

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

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

33.3 **Uncovering of work:**

The contractor shall uncover any part or parts of the work and shall reinstate and make good such part or parts to the satisfaction of the Corporation. If any such part or parts have been covered up or put out of view after compliance with the requirements of **Clause 33.2** and are found to be executed in accordance with the contract, the expenses of uncovering or reinstating and making good the same shall be borne by the Corporation but in any other case all expenses shall be borne by the contractor and shall be recoverable from him by the Corporation from any moneys due or which may become due to contractor. In such cases, the cost of executing the original work, which is, found to be defective and or not according to specifications will not be paid to the Contractor.

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

34.1 **Site Order Book:**

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

**\* LOP is already available at the warehouse.**

34.2 **Rectification of defects:**

If, during the progress of the work, the Corporation shall observe and notify in writing to the contractor that the contractor has executed any unsound or imperfect work or has supplied any plant or material inferior in quality to those specified, the contractor on receiving details of such defects or deficiencies shall, at his own expense, within such



time as may be reasonably necessary for making it good, proceed to alter, reconstruct, or remove such work and to supply fresh materials conforming to the standard of the specifications. In case the contractor fails to do so, the Corporation may, on giving the contractor seven days notice in writing of his intention to do so, proceed at the cost of the contractor to remove the work or materials objected to and perform all such work or supply all such materials provided that nothing in this clause shall be deemed to deprive the Corporation of or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies.

**35. Damage to works:**

The works shall be under the Contractor's charge from the commencement to the completion of the same. The contractor shall be responsible for and to make good all damages and repairs to works occasioned by fire or other causes and shall indemnify the Corporation from any claim for injuries to persons or from structural damage to property, happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of anyone in his employment during the execution of the work. He shall further take precautions to ensure that no damages occur to adjacent property or structures due to earth work or piling work. If the contractor or his workers or servants shall break, deface, injure or destroy any property or installation, the contractor shall make good the same at his own expense, failing which the Corporation may cause the same to be made good by some other agency and deduct the expense (of which the certificate of the Corporation shall be final) from any sums that may be due to the contractor by the Corporation. The contractor shall further ensure that the plant and machinery supplied against this contract and all other works are insured at his own expense against all contingencies of fire, labour trouble, storm, lightening, flood, earth quake, air craft or anything dropped there from, aerial objects, riots and civil commotion and natural calamities for the full value thereof till the date of issue of taking over certificate and the contractor shall deposit with the Corporation the policy or policies and the receipt in respect of premium paid and should the contractor make default in insuring or continuing to insure as aforesaid, the Corporation may itself insure against any risk in respect of which the default shall have occurred and or deduct a sum equivalent due to or to become due to the contractor. He shall also take measures to ensure their proper security in consultation with the Corporation. The Corporation will also not in any way be held responsible for damage or loss on any such account.

**36. Interference with traffic, extraordinary & water borne traffic:**

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

36.2 The contractor shall ensure that no highways, bridges, culverts shall be damaged by reason of his movement of heavy loads.  
It shall be the responsibility of the contractor to ascertain the safe load-carrying capacity of all highways, bridges and culverts from the highway Departments of the concerned State Government and he shall select routes and restrict loads accordingly. Any damage or injury due to the movement of loaded or unloaded vehicles to the property of or chartered by the contractor or any sub-contractor shall be the sole responsibility of the contractor.



36.3 Where the nature of work is such as to require the use by the Contractor of water borne transport, the provisions of Clause-36.2 shall be construed as though 'Highway' includes a lock, dock, sea wall or other structure related to water-way and 'Vehicle' includes craft, floating cranes, etc. and shall have effect accordingly.

### 37 (A) **Labour and Labour Regulations:**

1. Engagement and conditions of Labour:
- 2.

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

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

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

2. Minimum Age:

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

3. Liability of Personnel:

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

4. Minimum Wages:

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



for weekly holiday to any labourer and pay the sum to the persons entitled thereto, from any moneys due to the contractor.

5. Wages Loss by Worker

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

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

7. Labour Return:

The contractor shall submit by the 5th of every month a true statement in the terms below, which shall apply to the second half of the preceding month. He shall likewise submit by the 20th of every month a similar statement which shall apply to the first half of the current month. The true statements shall be submitted to the Corporation and shall include:

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

8. Returns of Labour & Plants:

The contractor shall supply to the Corporation monthly and other returns, which may be required as to the fabrication progress for all equipments and materials and the nature and quality of the work done.

The contractor shall at all times during the continuance of the contract display for the information of its work people in any vessel, factory, workshop or place occupied or used by him for the execution of the contract a copy of this clause.

9. Supply of water:

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

10. Hutment for Labour:

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

11. Sanitary Precautions:

The contractor shall provide, maintain and keep in good condition adequate sanitary accommodation and provide washing and drinking water facilities at all times for the use of labour engaged on the works and shall remove and clear away the same on





completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or on the lands adjoining.

12. Medical care:

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

13. Epidemics:

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

14. Accidents:

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

15. Disorderly conduct:

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

16. Duty Hours of Labour:

The contractor shall regularly pay all rates, wages and emoluments due in full and observe such hours of labour as may be prescribed by law or by any applicable decision or award of any industrial tribunal or court or, where nothing is so prescribed then these shall not be less favorable than those commonly recognized by the employers. Provided however, labour may be booked beyond normal hour subject to overtime allowance. The contractor shall be responsible for the observance of the provisions of this clause by the subcontractor employed by him in the execution of the contract.

17. Compliance with Regulations, etc:

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

18. Observance by sub-contractors:



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

**19 Foreign Personnel:**

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

**20. Wage Records:**

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

**21. Workmen's Compensation Act:**

The contractor shall at all times indemnify the Corporation against all claims, damages or compensation under provisions of the workmen's compensation Act (VIII), 1933; Employees Provident Fund Act or any other law for the time being in force consequent on any accident or injury to any workmen, or other persons in or about the works, whether in the employment of the contractor or not.

The contractor shall indemnify the Corporation against all costs, expenses or charges of any legal action or proceedings arising out of such accident or injury and against all claims, which may with the consent of the contractor be paid to compromise any such claim or legal proceedings.

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

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

**22. Alcoholic Liquor:**

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

**23. Arms and Ammunition:**

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



24. Local customs and Festivals:

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

**38. Security & Safety Requirements:**

(1) Security Requirements:

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

(2) Safety Precautions:

(a) The contractor shall take all possible precautions to prevent outbreaks of fire on the site and in all offices, stores, camps and other places and things connected therewith and especially with respect to the safe storage of petroleum products, explosives and all other dangerous or hazardous goods. He shall comply with all rules, regulations and orders of any statutory authority and of the Corporation, at no extra cost to the Corporation. All necessary fire extinguishers shall be provided by the contractor. The contractor shall take special precautions keeping in mind the explosion hazard where air is laden with grain dust.

(b) The contractor shall obtain from the Corporation details of any restricted areas in or around the site and shall prominently and clearly display for the information of his staff and work people notices defining any such restricted areas. Such notices shall be provided at his own expenses.

(3) The contractor shall give every facility to the authorized safety officers of the Corporation to inspect the work whenever required, and shall observe and abide by any instructions given by the Corporation in regard to the use of plant, equipment and temporary work in respect of safety. Compliance with such requirement shall not be used as the basis of a claim against the Corporation.

(4) Life Savings and First Aid Appliances:

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

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

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

2. Samples:

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



3. Cost of Tests:

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

4. Trial Runs/Test:

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

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

40. Payment Terms:

1. All payments under the contract shall be made in Indian currency *through e-payment* on any Nationalized/Scheduled Bank. The contractor has to furnish information in prescribed format for this purpose as per 40. 2(c) payment to the contractor will be made on submission of bills by them in accordance with the following procedure and after deducting security deposit etc. as per various terms of the tender:

A. For Equipment:

- i. 25 (twenty-five) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) after deducting Security Deposit @5% of the contract value shall be paid on receiving of the equipment at site and on production of following documents mentioned from (a) to (h).
- a) Evidence of Receipted challan (original copy of challan) duly stamped and signed by the concerned Warehouse Manager towards receipt of ELWB at site.
- b) Signed bill/ invoice in triplicate.
- c) GST Percentage with HSN.
- d) Packing list.
- e) CWC's officers' inspection report.
- f) Manufacturer's test certificate(s) for load cells as well as equipment.
- g) Comprehensive insurance policy (original copy) covering storage and erection of equipment till its commissioning as per clause-16.7 of Section-IV of tender document.
- h) Completion Certificate issued by our Engineer for foundation work up to installation level of ELWB stating that work has been completed as per specifications.
- ii) 10 (ten) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) shall be paid on completion of Civil and Electrical work. Payment will be released only after issue of final completion certificate for the works as per specifications by our Engineer and satisfactory functioning of ELWB with taking over certificate by Warehouse Manager.
- iii) 25 (twenty five) % of the total cost (inclusive of equipment cost, civil & electrical work & AMC, inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading / unloading and Insurance etc.) shall be paid on installation &



- commissioning, stamping and integration with WMS of the weighbridges and issue of taking over and satisfactory functioning of ELWB certificate by Warehouse Manager.
- iv) 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.

**C. 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.

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

- (b) TDS and Surcharge etc. as applicable will be recovered from all the bills of the contractor and TDS certificate will be issued by the Corporation. Service tax, if applicable will be reimbursed on production of proof of payment made to the appropriate authority by the party. Excise duty and all taxes, if applicable will be paid to the party on production of proof of the payment (photocopy) made to the appropriate authority and as applicable on the date of billing of the equipment.

- (c) 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:

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

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

**41. Mode of Payment, Measurement and Bills:**

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

**1. Measurements:**

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

**2. Overpayment:**



In case any over-payment made to the contractor is deducted at any time, the contractor shall be bound to repay the amount so over paid with Bank rate of interest for overdraft prevalent at that time by recovery from his immediate subsequent bill(s) and security deposit. In case the amount claimed in the subsequent bill(s) and the security deposit is not sufficient to cover the over payment and interest thereon or if any overpayment is deducted after the final bill has been paid, the contractor shall be bound to repay the amount so over paid with interest as defined in clause 4 & 7 Section-IV immediately on demand.

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

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

##### **1. Power to make alterations:**

The corporation shall have the power to make in writing any alterations in, modifications and amendments to, omissions from, additions to, deviation from and substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary, or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Corporation. Such alterations, modifications, amendments, omissions, additions, deviations or substitutions shall not invalidate the contract. Any altered, modified, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works shall be carried out by the contractor on the same condition in all respects on which he agreed to the main works, and at rates derived according to Clause-41 of Point 2.

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

##### **3. Rates:**

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

- i) If the rates for the additional altered or substituted work are directly available in the contract for the work, contractor is bound to carry out the work at the same rates as are available in the contract for the work.
- ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work, the rates will be derived from the rates for a similar class of work as specified in the contract for the work.
- iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause i & ii above, then the contractor shall, within 10 days of the date of receipt of order to carry out the work, inform the Corporation of the rate which it is his intention to charge for such work supported by analysis of the rate or rates claimed on the basis of the prevailing market rates. However, the Corporation by notice in writing will be at liberty to cancel its order to execute such work and arrange to carry out in such manner, as it may deem advisable. But under no circumstances shall



the contractor suspend the work once ordered in writing on the plea of non-settlement of rates of items falling under this clause.

**43. Guarantee:**

1. **Quality of work:**

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

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

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

The guarantee for all plant, equipment and work done, shall commence on the date of taking over certificate in terms of 43 of this Section.

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 contractor failing which; the said amount will be adjusted from the amount due/withheld under terms of payment. These charges will be in addition to the levy of compensation of maximum 10% falling under purview of Clause-11 of Section-IV. Thus CWC can levy maximum 20% of the value of contract for delay in completion of the work in all respects and not providing satisfactory service during guarantee period as detailed above.

4. **Rejection:**

If during the period of guarantee as defined under Clause-43 Point 3 hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately. In the event of failure of any particular part of any equipment more than TWO times during the guarantee period, It shall not be repaired but the complete part shall be replaced by the contractor and the guarantee for this particular part shall be extended by one year from the date of last replacement.

5. **Failure to rectify defects:**

Failure to rectify any defects or replaces such equipment or material, which shall have been notified to him in writing during the period of guarantee, it shall be deemed a



breach of contract under Clause-11 Section-IV and the Corporation will take appropriate action.

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

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

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

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

8. **Contractor to search:**

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

9. **Replacement:**

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

Trials and tests conducted after replacements and renewal shall be governed by Clause-39.

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

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

11. **Service during Guarantee Period**

During the guarantee period development of interface (API) for integration with WMS/DOS etc. software and necessary calibration is included for the contract period, the technician of the contractor should visit on quarterly basis to undertake servicing of ELWBs even if no complaint reported from the Warehouse authorities and in token of having visited and undertaken the servicing, he shall prepare the service Report in TRIPLICATE, get each copy counter-signed by the Warehouse Manager.

44. **Taking Over:**

1. **Inspection and Trial Runs:**

When the machinery installation and other structures of the specific part of the works are ready for operation, the contractor shall report this in writing to Regional Managers





,..... and simultaneously request for `arrangement for Taking Over thereof. The Regional Managers shall there upon fix the date for the trial run/test run and inspection. The contractor shall be present at the time of trial runs and inspection. If, however, the contractor fails to be present on the date so fixed, the work shall not be taken over and the contractor shall render himself liable to compensate if otherwise leviabale under Clause-9 Section-IV hereof without prejudice to other rights and remedies that the Corporation may have against the contractor under this contract.

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

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

3. **Establishment of Record:**

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

4. **Certificate of taking over:**

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

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

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

6. **Repeated Inspection:**

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

7. **Remedies:**



The contractor shall remedy all deficiencies and faults within the period specified in the record. In case the contractor does not abide by his obligation, the Corporation is free, without prejudice to Clauses 9 & 10 Section-IV and Clause 29 Section-V to grant another extension of time or to have the deficiencies and faults remedied.

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

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

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

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

**47. Annual Maintenance Contract**

i) The party shall quote separately for Annual Maintenance Contract as per price schedule at Sr.No. 4 in Schedule-II.

ii) Annual Maintenance Contract shall comprise of maintenance against breakdown and at least one visit in a quarter for preventive maintenance and inspection. Any material going into repairs in case of breakdown and preventive maintenance shall be part of the AMC and no extra levy can be charged towards Corporation for material. AMC is inclusive of development of interface (API) for integration with WMS/DOS etc. software and necessary calibration during the contract period

iii) Breakdown shall be intimated through fax or telephone. Date of such intimation shall be taken as date of breakdown. The Party shall be bound to repair/ set right the weigh bridge within duration of three days from the date of intimation of breakdown, a penalty of 0.5% of the value of the AMC shall be charged for each day exceeding the stipulated period.

iv) AMC shall be entered into for duration of four years. AMC charges shall be paid on quarterly basis of annual charges. It should be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits and repairs. Payment will be made on production of invoice/bill along with satisfactory service certificate issued by the concerned Warehouse Manager at the end of each quarter shall be inclusive of all the charges as no separate/extra payment shall be made by Corporation for visits and repairs.

v) Any other arrangement on the terms of Annual Maintenance Contract can be decided jointly by the tenderers and the Corporation as the case may be to the mutual acceptance and satisfaction of the parties.

vi) The necessary stamping fee for stamping of Weigh Bridge from the concerned authority for using Weigh Bridge at Corporation premises during AMC period have to be borne by the contractor. No extra payment will be made for this.

**48. Resolution of Disputes:**

**1. Arbitration:**

a) In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters The decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to



be Arbitrator, by the Managing Director, Central Warehousing Corporation, Corporate office, New Delhi. The award of the Arbitrator shall be final and binding on the parties to this contract.

- b) In the event of the Arbitrator doing, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint Arbitrator in place of the outgoing in the manner aforesaid.
- c) It is further a terms of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- d) Subject as aforesaid, the Arbitration and Conciliation act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- e) The venue of arbitration shall be New Delhi or such other place as the Arbitrator at his discretion may determine.

**49. Black Listing of Firms:**

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

**50. Notices (Clause 18)**

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

**Purchaser:** Regional Manager, Central Warehousing Corporation,  
.....

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

\_\_\_\_\_

Date:.....

Signature of Tenderer

Name:.....

Address:.....

.....

.....

Seal



**SECTION -VI**  
**FORM OF AGREEMENT**

The agreement made on this \_\_\_\_\_ day of 2021\_\_\_\_\_ between the Central Warehousing Corporation,.....,established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') and M/s.\_\_\_\_\_partnership firm, consisting of partner, namely (1) \_\_\_\_\_ (2) \_\_\_\_\_/ a company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s.\_\_\_\_\_ (herein after called the Contractor) which term shall include unless repugnant to the context, his/heirs and legal representative, executors/administrators and successors.

WHEREAS the Corporation being in requirement of .... **no. of ELWBs** had invited online tenders FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING, STAMPING and ANNUAL MAINTENANCE FOR A PERIOD OF FOUR (04) YEARS FROM THE DATE OF COMPLETION OF DEFECT LIABILITY PERIOD/ GUARANTEE PERIOD OF ONE (01) YEAR OF A NEW 60/100MT CAPACITY PIT LESS TYPE ELECTRONIC LORRY WEIGHBRIDGES **OR UPGRADATION OF EXISTING ELWB (of \_\_\_\_\_MT Elect. lorry weigh bridge into \_\_\_\_\_ MT fully elect. Lorry weigh bridge installed at Central Warehouse.....)** INCLUDING CIVIL & ELECTRICAL WORKS AT FOLLOWING PLACES LOCATED IN ..... ON TURNKEY BASIS OR UNDER BUYBACK MODE.

A) For New Installation:

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

**B)\* For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

Vide tender NO: **CWC/RO-...../New ELWB/2020-21/ dt. ....2021.....** And WHEREAS the rate/rates submitted by the Contractor in his/their/its letter dated \_\_\_\_\_ has/have been accepted by the Corporation, vide communication No.\_\_\_\_\_ dated\_\_\_\_\_.

It is hereby witness:

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

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



Signature \_\_\_\_\_

Signature \_\_\_\_\_

For and on behalf of CWC

Seal

Witness (with full Address)

- 1.
- 2.

(Name & Address of supplier)

Witness (with full Address)



## SECTION-VII

### FORMAT OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

In consideration of the Central Warehousing Corporation, Regional Office, ..... (hereinafter called "the Corporation" having agreed to accept ..... (herein after called) "The said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated ..... made between ..... and..... for ..... (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for Rs.....

We, ..... (hereinafter referred to "the Bank") at the (indicate the name of the Bank) request of.....(contractor(s) do hereby undertake to pay the Corporation an amount not exceeding Rs.....(Rupees..... against any loss or damage caused to or suffered or would be caused to are suffered by the Corporation by reason of any breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement.

2. We ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s)" failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....
3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the contractor (s)/ supplier (s) shall have no claim against us for making such payment.

4. We ..... further agree that the guarantee (indicated the name of bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... Corporation certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... We shall be discharged from all liability under this guarantee thereafter. Indicate the name of Bank)
5. We .....Further agree with the Corporation that the Corporation have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time and of the powers exercisable by the Corporation against the said Contractor (s) and to forbear or enforce any of the terms and condition (s) relating to the



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

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

Dated the..... Date of ..... for ..... Indicate the name of bank).



NO: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**SECTION VIII**

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

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**TECHNICAL SPECIFICATIONS**

**INDEX**

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





18.0	Installation
19.0	Painting
20.0	Drawing and Date to be submitted by contractor
21.0	Integration of ELWBs with WMS DOS
22.0	Details of the material of the LWB/ELWB offered for buyback (if any)



NO: CWC/RO-...../New ELWB/2020-21/

Dated:.....2021

**SECTION-VIII**

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

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**Technical Specifications**

**1.0 General**

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

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

**2.0 Codes and standards to comply with**

IS-9281 (Part-I, II, III & IV, as amended on date) for electronic weighing system including load cells may be seen for ... MT ELWB.

**3.0 Scope of SUPPLY/UPGRADATION:**



- 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%.
- 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. Weighbridge Specifications:**

Overload capacity	50% of rated capacity
Type of constraining	appropriate constraining arrangements without Hampering weigh ments accuracy
Frequency of loading	30 trucks per hour minimum

**6.0 Platform Structural's:**

**Material of Construction of Components:**

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

**Deck Plate:** Chequered/ anti-skid Mild Steel plate as per IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR OR equivalent **of reputed manufacturer** in convenient **lengths of thickness not less than 12mm for 60 MT and not less than 14mm for 100MT.**

**Total Weight of Platform structure:**

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

**Material Test Certificate:**

To be provided by tenderer.

**7.0 Electronic weighing system and load cells:**

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

**General Requirements:**

1. Hermetically sealed (IP-68 Protection class) maintenance and corner adjustment free, inert-gas filled, point contact, **hermetically sealed Compression Type/Double ended shear beam type** load-cell suitable to operate under (-) 10 degrees centigrade to 60 degrees'



centigrade temperature and upto 95% moisture/ humidity; capable to sustain specified overload, destruction load and side thrusts without further adjustment.

2. Housing of Stainless Steel/Tool steel.
3. Capacity of each load cell will be as under: -

Capacity of ELWB	Capacity of Load Cell
60 MT	06/08Nos. 30 MT or more
100 MT	08 Nos. 30MT or more

4. Insulation resistance - 5000 Mega ohms or more.
5. Proper ingress and lightening protection as per Indian standards.
6. Load cell to be supplied with suitable mount kit with insulation pad and in lockable Sheet Metal Box.

#### 8.0 **Junction Box:**

- Protection class: : IP 66
- Surge protection: : Surge arrestors provided within.
- Material of Construction : Cast Aluminum/stainless steel
- Connection type : Terminals on PCB mounted inside Junction box.
- Glands for entry : Double compression type.

#### 9.0 **Interconnecting Cable:**

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

- i) No. of cores : To be specified by the
- ii) Type of connection : manufacturer/supplier
- iii) Type of cable shield

#### 10.0 **Digital weight Indicator, Personal Computer and Printer:**

##### 10.1 **Digital Weight Indicator:**

This should be state of the art high performance micro processor 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 7 or latest Operating System. Data protection by Lithium battery for 16,000 Hrs. during power off.



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

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

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

**11.0 U.P.S.**

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

**12.0 Constant Voltage Stabilizer/ Transformer:**

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

**13.0 Jumbo Display Unit:**

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

**14.0 Notes**

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

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

**14.3 Sealing and Stamping:**

14.3.1 The sealing and stamping of load cells as well as that of the total weighing system shall conform to the requirements laid down under "Indian Weights & Measures Act, 1976"/The legal metrology Act 2009 and amendment Act 2011.

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

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

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

**15.0 Civil Works**



The work shall be executed in accordance with the latest CPWD Specifications 2019 and IS Codes.

15.1 **Foundations and Platform Bed:**

The foundations and RCC raft for surface mounted platform shall be designed on the basis of the allowable soil pressure for the respective sites. Any special treatment that may be required for the foundation to cater to the needs of the poor soil conditions shall be carried out by the contractor at his own cost.

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

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

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

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

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

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

**b) Approach Road:**

**Approach Road shall consist of the following:**

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

15.3 **Cabin:**

- A weighbridge room of internal dimensions of 03 mtr. x 05 mtrs consisting of 9” thick brick/stone masonry (as per local availability) in superstructure and foundations with RCC roof as load bearing system shall be provided. One RCC Band -150 mm thick shall be provided at Plinth level and Door Lintel Level.
- The internal wall surface shall be cement plastered with CM 1:6 -12 mm thickness.
- The exterior Surface shall be Cement Plastered with CM 1:6 -15 mm thickness.
- RCC Roof shall be designed as One-way/Two-way slab with adequate reinforcement of 8 or10 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. Aluminum door paneled 12 mm thick decorative waterproof plywood and 5.5 mm thick Clear glass and 0.75m x2 m wide 2 Nos. Aluminum windows fully glazed with 5.5 mm Clear Glass protected with Aluminum 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 al 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. 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**

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

b) **Copper Plate Earthing with copper earth plate 600mmx600mmx3mm thick:**

**1 Set** for electronic equipment as per latest CPWD Specifications.

c) A suitable lightning arrestor must be provided with an exclusive GI plate 600mmx600mmx6mm thick earthing as per latest CPWD Specification for protection of equipment from lightning.

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

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

17.0 **Shop Tests and Inspection**

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

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

18.0 **Installation**

18.1 **Fitting of Machinery**

18.1.1 Alignment and adjustment of machinery shall be carried out by skilled and experienced Machinery fitters.

18.1.2 All machinery shall be assembled fitted or mounted in such a manner that all necessary Clearance shall be retained.

18.1.3 The contractor shall be responsible for all necessary alignment and adjustment of structure, Machinery and equipment to obtain efficient operation of the Equipment.

18.1.4 **Errors**, omissions and misfits shall not be corrected by burning, except with permission of Corporation.

19.0 **Painting**

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

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

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



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

20.3 (a) The main girder / beams and cross beams will be preferably in single piece without any welded/ joint section.

(c) 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. Integration of ELWBs with WMS DOS:**

The Lorry Weighbridge shall be integrated with the Warehouse Management Solution (WMS) and Depot Online System (DOS) provided by the service provider of CWC and FCI. The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture along with the date and time of capturing weight, to enable the service provider of CWC to build API to receive the information from the database of LWB software. Brief Description of scenario: When truck is on weighbridge for 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.

-x-

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

1. Integration of ELWBs with WMS shall include design & development of API, testing of API with software viz Warehouse Management Solution (WMS), replacement of Digitizer and/or Junction Box (if requirement) and integration of API with WMS for all warehouses. Successful integration of ELWB with WMS shall be considered completed only after submission of installation and integration report with WMS by concerned Warehouse Manager confirming satisfactory working of integration.
2. In case any other software such as DOS/local weighment software etc. are already configured/integrated with the ELWB at the warehouse, the bidder has to ensure that such configuration/integration is maintained for the ELWB at the time of integration of the ELWB with WMS. If any component of the ELWB is changed which makes such existent configuration/integration void, then the bidder has to ensure that such configuration/integration is reinstated for the ELWB and at the same time integration with of ELWB with WMS is also maintained. The hardware required for doing so would be purchased by vendor only.
3. Digitizer and Junction boxes should support integration (API) of ELWB with Software of any platform (Operating System). The integration of weight etc. in native data format from ELWB to the software (viz. WMS) should be seamlessly and error free flow to WMS software. In case of any error or otherwise there should be log available in ELWB for examining at later date. Such error logs to be kept for at least month period. During the



quarterly visit or any time during AMC, flow of native data from ELWB to the software (viz. WMS) should also be checked for seamlessly and error free flow to WMS software.

4. Further, as stated in S.No.2, whatever hardware would be required in case of integration of any new software with ELWB as mentioned above, the vendor may be made to purchase the said hardware.

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



No: CWC/RO-...../New ELWB/2020-21/

Date:.....2021

**SECTION-IX**

**SCHEDULE-I**

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

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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**Technical Data**

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

1. **General Description**

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

2. **Technical Details:**

**To be filled in by the Contractor**

a. **Load Cells**

**Details to be specify**

- |      |                               |   |
|------|-------------------------------|---|
| i)   | Type of load cell             | Compression Type (Hermetically Sealed)/Double ended shear beam type |
| ii)  | Make:                         | .....   |
| iii) | Capacity:                     | ..... MT  |
| iv)  | Operating temperature range.: | .....   |
| v)   | Type of Sensor:               | .....   |



- v) Overload rating (without affecting performance) .....
- vii) Overload rating (ultimate) .....
- viii) Name & Address of Manufacturer .....

**2.2 Printer (DOT MATRIX 9 PIN)**

- i) Make: EPSON/TVS/WIPRO/HCL
- ii) No. of character per line (80 Col. Min.): .....
- iii) Speed (Min. 200 CPs): .....
- iv) Operating temperature range  
(-) 5<sup>0</sup> centigrade to 50<sup>0</sup> centigrade: .....

**2.3 Digital Indicator**

- i) Accuracy ( $\pm$ ) 10Kg for 60/100 MT Capacity)  
.....
- ii) Operating temperature range  
(-) 5<sup>0</sup> centigrade to 50<sup>0</sup> centigrade .....

**2.4 PC Intel i5 6<sup>th</sup> generation or above of reputed make/brand (Having Boxed Intel Mother Board) with corresponding attendant requirement/ specifications.**

- i) Make HP /DELL/LENOVO/ACER
- ii) Operating temperature range  
(-)5<sup>0</sup> centigrade to 50<sup>0</sup> centigrade  
or better .....
- iii) Speed .....
- iv) DVD RW Drive .....
- v) 08 GB RAM .....
- vi) Optical Mouse .....
- vii) Key Board 104 keys  
With Membrane .....
- viii) HDD 01 TB .....
- ix) 17.0" LED and above Colour Monitor .....

Signature of tenderer with seal and address



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

NO: CWC/RO-...../New ELWB/2020-21/

Dated:.....2021

**SCHEDULE-I**  
**Price break up schedule**

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

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

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

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



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

**\*For upgradation (To be made part only when upgradation work is to be carried out)**

S.N.	Centre	Description	Details
		Capacity of Weighbridge	
		Make	
		Type	
		Pit or Pitless	
		Size of Platform	
		Whether platform height is to be increased or no	

**b)\*\* The prices being given/mentioned below shall be for the entire work for upgradation/ commissioning /stamping /testing/ AMC of ELWB in conformity with the specification:**



Sl. No.	Description of spares (inclusive of VAT etc.)	Rate (inRs.) perunit. Inclusive of all taxes	Qty./ No.	Amount (in Rs.)
1.	Load cell DESB/Compression (30 MT capacity each) with mounting assembly			
2.	Junction Box,			
3	Digitizer along with Intelligent Terminal & Display unit			
4	DM Printer TVS/			
5	UPS - 1 KVA or 2- 500VA			
6	Battery with Inverter			
7	Civil & electrical work			
8	Other expenses, if any,			
9	Stamping charges.			
10	Total conversion rate inclusive of all taxes, but exclusive of GST			
	<b>In figure</b>			

**Remarks:-**

1. Based on the requirement, RM may take a decision on the quantity required for upgradation of ELWB.
2. **\*\*Optional and to be made part of the tender when only upgradation work is to be carried out.**

**Remarks:**

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

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





**Contact Details of installation sites**

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

**-END OF THE TENDER DOCUMENT-**