



NOT TRANSFERABLE

CENTRAL WAREHOUSING CORPORATION

केन्द्रीय भण्डारण निगम

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का उपक्रम)

REGIONAL OFFICE :AHMEDABAD-380007

क्षेत्रीय कार्यालय अहमदाबाद-380 007

Tender Document

For

Purchase of Pitless Type Electronic

“Lorry Weighbridges”

Including Civil and Electrical Works On

Turnkey Basis

at

**CENTRAL WAREHOUSE,
AHMEDABAD-I,NADIAD,JAMNAGAR, NADIAD, JAMNAGAR
(GUJARAT)**

DATE FOR DOWNLOADING TENDER FORM	:	01.09.2018 TO 28.09.2017
PRE-BID CLARIFICATION MEETING	:	11.09.2018-1100 HRS
LAST DATE FOR ONLINE SUBMISSION OF TENDER	:	UPTO 1130 HRS ON 29.09.2018
SUBMISSION OF TENDER COST AND EMD PHYSICALLY OR BY COURIER	:	UP TO 1200 HRS ON 29.09.2018
DATE OF OPENING [TECHNICAL BID]	:	AT 1200 HRS ON 29.09.2018



E-TENDER NOTICE

CWC invites tenders under Two Bid System (**Techno-Commercial Bid**) from the reputed Manufacturers for supply, installation and commissioning of New 60MT capacity Pitless Type Electronic Lorry Weighbridge, surface Mounted complete with 16mx3m or more platform, Chequered/Antiskid MS deck Plate with thickness of not less than 12 mm, double ended/shear beam type or Hermetical sealed Compression type- Eight Load Cells, Digital Weight Indicator (Digitizer), Personal Computer with alpha numeric Key Board (latest version), Recording and printing units along with UPS (latest version), including civil & electrical works **on turnkey basis** at **CW AHMEDABAD-I,NADIAD,JAMNAGAR, CW Nadiad and CW Jamnagar** in GUJARAT , as per requirement during the period of contract. The details are as under:

S/No	Headings	Particulars	
1	Scope of work	Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at Central Warehouse, at AHMEDABAD-I,NADIAD,JAMNAGAR CW Nadiad and CW Jamnagar.	
2	Tender notice	Online (e-tendering) for above work. Tender documents will be available on website: www.tenderwizard.com/CWC , www.cewacor.nic.in , www.tenderhome.com and www.eprocure.gov.in	
3	Tender type	Open	
4	Joint Venture	Not allowed	
5	Bidder Nationality	Indian	
6	Product	Supply, installation, testing and commissioning of 60 MT capacity pitless type Electronic Lorry Weighbridges including Civil and Electrical Works on turnkey basis.	
7	Schedule of E-Tender	Document downloading date and time	01.09.2018 from 11.00 Hrs. To 28.09.2018 up to 23.59 Hrs.
		Pre-Bid Clarification	11.09.2019 at 1100hrs
		Last date and time of online bid submission	29.09.2018 up to 11.30 Hrs.
		Physical submission or by courier of EMD and tender cost.	Up to 12.00 Hrs. Of 29.09.2018
		Date and time of online technical bid opening	At 12.00 Hrs. On 29.09.2018
		Date and time of online price bid opening	Will be intimated later on.
8	Bid validity period	90 days from the date opening of technical bid and further extendable by 30 days at the discretion of the Corporation	



9	Project Duration	04 mo Four Months from the 10 th day of issue of the award letter/ <i>supply order</i> or physical handing over of the site for execution of work of each ELWB, whichever is later.
10	Cost of tender	Rs. 1,000/- (One Thousand Only)
11	EMD	Rs.30,000/- (Rupees Thirty Thousand Only) towards each LWB i.e 90,000/- by Demand Draft/ Pay Order/ Bankers Cheque issued by any nationalized/schedule bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad or through RTGs.
	Mode of payment of Cost of Tender and EMD	<p>1. <u>By way Demand Draft</u>: Demand Draft towards Cost of tender and the EMD drawn in favour of Central Warehousing Corporation issued by a Nationalized/ Scheduled Bank. Both the Demand Drafts should be physically furnished or sent by Post/Courier so as to reach on or before 1200 Hrs of 29.09.2018. Also, scanned copies of above DDs to be uploaded on the e-tendering website along with Technical Bid.</p> <p>2. <u>By way Online/RTGs</u>: Regarding payment through online/RTGs, the relevant details are mentioned at S/No.16-(vi) of this tender inquiry. This mode of payment may take two working days, hence, the tenderers are advised to ensure that the payment reaches CWC's account on or before 1200 Hrs of 29.09.2018. Payments shall be subject to realization by due date and time.</p>
12	Solvency	Solvency Certificate from any nationalized/scheduled bank for Rs.10.00 Lacs (Rupees Ten lacs only) which should not be more than three months old from the date of NIT.
13	Security Deposit and Performance guarantee	Security Deposit and Performance guarantee will be equivalent to 10% of the Total Price Bid value of Each ELWB.
14	Processing fee of tender document	Rs.500/- Plus applicable GST to M/s KSEDC Ltd by way of E-Payment/NEFT only.
15	Eligibility Criteria	Reputed manufacturers who wish to participate should qualify the following eligibility parameters(Relevant documents to be uploaded) for quoting the rates :
i	Latest valid GSTN contract Registration Certificate from concerned Authorities of the State Govt. as applicable.	
ii	Latest valid License for manufacturing of electronic lorry weighbridge issued by the State authorities.	
iii	Certificate in respect of successful installation of 15 numbers pitless type ELWBs not less than 40 MTC in Government organizations or in PSUs or Reputed Companies registered under Company's Act in the last 7 financial years ending on 31.3.2018	



iv	which should be supported by their Performance Certificate (Mere submission of work order/supply orders will not be considered as proof of satisfactory performance of ELWBs) from the clients/customers.
v	Average annual turnover of minimum Rs.25 lakhs (Rupees Twenty five lakhs only) during last three preceding financial years supported with audited balance Sheet showing annual turnover.
vi	License from Department of Metrology, Government of Gujarat for repairing/servicing of electronic lorry weighbridges in their name. License should be possessed for repairing and servicing for the ELWB as per the standards of Weights and Measure Act as applicable in Gujarat. Tenderer should furnish the requisite license within 30 days from the date of award of supply order failing which supply order will be treated as cancelled.
vii	Details of other documents/information as prescribed in the check list at Annex-IX, shall also be provided/uploaded by the bidder strictly along with the technical bid.
viii	Solvency certificate from a nationalized or Scheduled Bank of Rs.10 lakhs (Rupees Ten Lacs only) which shall not be more than three months old from the date of inviting NIT.
ix	Whether sole Proprietorship/Partnership /Public limited/Private limited company(proof/ Declaration to be submitted)
x	Model approval up to 60MTC ELWB certificate from Director of Metrology, Govt. of India.
xi	Proof of annual production capacity of 15 Nos. of 40/60 MTC ELWB from NSSIC/SSIC/DIC.
	Proof of MSME registration with appropriate authority. If applicable.
	<p>NOTE :</p> <p>1. Bidders must upload and digitally sign the scan copies of above reference documents in support of their eligibility of bid. In the event of any document found fabricated/ altered/ manipulated during verification, then the EMD of the bidder would be forfeited and he/they/himself/themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next five years.</p> <p>2. The bidder shall physically submit the proof of EMD, Tender document cost to the Regional Manager, CWC, RO, AHMEDABAD on or before 29.09.2018 at 12:00 hrs.</p>

16. Misc Information:

- (i) The tenders are to be submitted in two parts, 'A' containing Technical bid and 'B' containing price bid .i.e. Technical Bid and Financial Bid through e-tender process only. **In addition, the self-certified documents as stated at point-15 needs to be uploaded by tenderer.**
- (ii) Central Warehousing Corporation/ Service provider shall not be responsible for the delay caused due to non availability of internet connection or net work traffic jam for online bids.



- (iii) The proof of EMD, Tender Cost shall be accepted up to 12.00 Hrs. on the date mentioned above. Only Technical Bids shall be opened on the same day at 12.00 Hrs. in presence of the tenderers who may wish to present at their own cost. In case the dates mentioned above happen to be Public Holiday, the next working day will be reckoned for the purpose.
- (iv) The Central Warehousing Corporation reserves the right to accept/reject the tenders, decrease/ increase the quantity of ELWB without assigning any reason; the decision of the Corporation in the matter shall be final and binding on tender.
- (v). **TENDERER UNDER MSE CATEGORY:**
The tenderer participating under the category “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 tender document. 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 23.3.2012 and letter No.9-10/2016-SG dated 5th January, 2016 or any other notification issued thereafter.” Detailed Terms for Micro & Small Enterprises are mentioned at ANNEX.-VIII of tender document.
- (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 enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
- (i) District Industries Centers
 - (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 enclose a attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.



- (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 23.03.12 and any other notification issued thereafter.
- (g) Participating MSEs quoting price within price band of L1+15 percent shall also be allowed to supply 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 upto 20 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, for procurement of services or supplies where quantity is not splittable or non-dividable, MSE quoting price within the price band or L1+15% may be awarded for full / complete supply of total tendered value.

(vi) The details for RTG payments are as under:

S/No	Particulars	Bank details
1	Beneficiary's name	Regional Manager, Central Warehousing Corporation,
2	Nature of A/Cs	Central Warehousing Corporation, Regional Manager's Operational Account
3	Beneficiary Bank A/C No.	3753002100213948
4	Name of bank and Address	Panjab National Bank, V.S.Main Road, Paldi, Ahmedabad
5	IFSC Code	PUNB 0375300
6	PAN	AAA CC 1206D

- (vii) Intending tenderers are advised to visit the site of operation and also to go through the tender documents for acquainting themselves with the nature of work and the terms & conditions.
17. Submission of false, dubious, forged or tampered documents by the tenderers shall lead to the disqualification of the tender & action as deemed fit (Including forfeiture of EMD) by the corporation shall be taken against such erring tenderer.
18. E-Tenders received/uploaded after **11:30 hours on 29.09.2018** shall not be considered. The Corporation would not entertain any request for admitting tender received late on A/C of delay by congestion in server /website or any other reason. The bidders are advised to submit their bids well in advance to avoid last minute rush on the system. No complaints will be entertained with regards to non-submission of bids online at last minute due to congestion in server system.



19. The date and time for opening rate quotations will be informed to the technically qualified tenderers individually. If the date up to which tender is open for acceptance happens to be a holiday, the tender shall be deemed to remain open for acceptance till the next following working day. The decision relating to technical qualifications of the parties will rest with the Corporation. The Corporation will be at liberty to accept or reject any of/all the tenders without assigning any reason thereof
20. If any Tender is withdrawn or modified before, the date up to which the tenders are valid for acceptance, the Earnest Money of the tender shall stand forfeited and the tender shall be summarily rejected.
21. Tender form and documents shall be uploaded by the tenderer, under valid digital signature/ certificate and there is no need to sign the documents manually as documents uploaded under DSC are deemed to be digitally signed. The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him.
22. The ELWB should be integrated with DOS through DOS configured API(Application Program Interface) and for this supplier to jointly work with M/s Ricoh. Hence, Supplier will provide Software Interface in consultation with M/s Ricoh. The contact details of M/s Ricoh for integration with DOS are as under:
 (i) Sh, Nagaraju, Mob.: 9599638143, E-mail: nagaraju636465@gmail.com
 (ii) Sh. Sidartha Katwa, Mob.:9035556565, E-mail:sidd06katwa@outlook.com
 The Lorry Weighbridge shall also be integrated with the Warehouse Management Solution (WMS) provided by the service provider of CWC. The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture alongwith 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.
23. Tender contains pages **1 to 84**. This NIT is the part of Tender Document. However, the **tenderer is required to submit separate price bid for each ELWB.**

NOTE AND OTHER DETAILS:-

- [1] **Digital Security Certificate** : Bidders who wish to participate in the e-tendering will have to procure class-3 valid **Digital Security Certificate** as per Information Technology Act, 2000. Bidders can procure this certificate from any of the certifying authority of Controller of Certifying Authorities(CCA),Government of India. Details of certifying authorities can be obtained from www.cca.gov.in.
- [2] The bidder has to register, if not registered earlier, with www.tenderwizard.com/CWC using DSC to participate in tender process. Detailed procedure for registration, system



requirements and bidding are also available on www.tenderwizard.com/CWC. For any support required on DSC, bidder may visit “Contact Us” section of above said website. Prospective bidders are advised to purchase valid DSC well in advance, if not already procured.

- [3] The digital signature certificate is normally issued within two working days. The interested bidders are requested to apply for the same well in advance. In case the validity of the digital signature certificate has expired, the bidders are advised to get it renewed immediately. .
- [4] In case of Joint Venture, Bidder is requested to register with *M/s. K.S.E.D.C.Limited* in the name of Joint Venture only. The registration fee is payable once on a yearly basis.
- [5] **The detailed procedure for the registration is as under:**
 Go to the url:-www.tenderwizard.in/CWC
 In the home page click on Vendor Registration.
 In the Vendor Registration form, vendor has to fill up the applicant details, digital signature information as well as Demand draft details.
 After submission of the form, the User-id and Password are generated in the form of Acknowledgement.
 The registration fee through online mode of payment should be made to M/s.KSEDC.
 The User-id and password would be activated by *M/S K.S.E.D.C Limited*, only after receipt of the registration fee.
 Those bidders who failed to submit the tender processing fee to M/S KSEDC Limited their bid would not be made available by the system and shall not be considered during the opening of the tender.
- [6] Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then the EMD of the bidder shall be forfeited and he / they himself / themselves would disqualify for future participation in the tenders of Central Warehousing Corporation works for the next 05 (Five) years.
- [7] **DOWNLOADING OF TENDER DOCUMENT:-** The tender document for this work is available only in electronic format which bidder can download free of cost from the above mentioned website within the period as stated above, which is to be upload with each page duly signed & stamped.
- [8] **SUBMISSION OF TENDER:-**
 Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above.
 The Tenders are to be submitted in two parts Part–I containing technical specification and Part – II containing financial Offer(Price Bid). Both technical bid (Part–I) and Price–Bid (Part–II) should be Uploaded online. However, the technical bid alongwith related technical documents may also be submitted in physical form for cross checking /



verification with the technical document uploaded online. But these documents must be submitted to the Regional Office on **29.09.2018 before 1200 hrs.**

Tenderer shall ensure that proof of Tender cost and EMD, paid through Demand Draft / Banker's Cheque issued by any Nationalized or Scheduled Bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad or through RTGs should reach (by couriers or personally) at Central warehousing Corporation, Regional Office, Ahmedabad as per the above mentioned scheduled date and time.

No offer of Price Bid in physical form will be accepted and any such offer, if received by Central Warehousing Corporation will be out-rightly rejected.

INFORMATION FOR ONLINE PARTICIPATION AND GENERAL CONDITIONS :-

- [9] Internet site address for e-Tendering activities will be www.tenderwizard.com/cwc can be seen and down loaded at CWC's website www.cewacor.nic.in and www.tenderhome.com/ / www.eprocure.gov.in.
- [10] Bidders who wish to participate in online tender have to register with the website through the "new user registration" link provided on the home page. Bidder will create login I.D. and Password on their own registration process.
- [11] Bidders who wish to participate in e-tender need to fill data in pre-defined forms of Technical Bid, Price Bid and Excel format only.
- [12] After filling data in pre-defined forms, bidders needs to click on final submission link to submit their encrypted bid.
- [13] The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only.
- [14] No definite volume of work to be performed during the currency of the contract can be guaranteed by Central Warehousing Corporation.
- [15] Registered Co-op. Societies should furnish the proof of Registration with Registrar of Co-op. Societies or Taluk Co-op. Officer along with a resolution passed by the Society to participate in the tender enquiry.
- [16] The Central Warehousing Corporation reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.

Any clarification regarding online participation, they can contact :-

**M/s Karnataka State Electronics Development Corporation Ltd.,
No. 29/1, Race Course Road, Bangalore-560 001**

For local assistance, may call following help line numbers at KEONICS, Ahmedabad
Shri Sunil Mob: 9714881992 / 9624981992

REGIONALMANAGER

**TENDER DOCUMENT**

**Central Warehousing Corporation
(A GOVT. OF INDIA UNDERTAKING)**

NAME OF WORK: SUPPLY AND INSTALLATION OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES INCLUDING CIVIL AND ELECTRICAL WORKS AT CENTRAL WAREHOUSE AHMEDABAD-I, NADIAD, JAMNAGAR, IN GUJARAT ON TURN KEY BASIS

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PART-I: SCHEDULE-I

SECTION- I:

INVITATION OF TENDER

TENDER INVITED FOR PURCHASE OF 60MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGE INCLUDING CIVIL AND ELECTRICAL WORKS AT CW AHMEDABAD-I,NADIAD,JAMNAGAR, IN GUJARAT ON TURNKEY BASIS.

1. e-Tenders are invited under two bid system (Technical Bid and Price Bid) in the prescribed form and on behalf of the Central Warehousing Corporation for supply, installation, testing & commissioning of new pitless type electronic lorry weighbridges including civil & electrical works at of the Central Warehousing Corporation Central Warehouse AHMEDABAD-I,NADIAD,JAMNAGAR, in GUJARAT, on turnkey basis of 60 MT capacity.
 - i) **TECHNICAL BID:** Digitally signed Tender document, technical bid related documents alongwith proof of Earnest Money Deposit payment, Tender Cost as prescribed in the detailed Tender Notice alongwith forwarding letter mentioning the name of work should be submitted/uploaded by the tenderer at website of authorized service provider.
 - ii) **PRICE BID : Separate price Bid** shall be submitted/uploaded on the same date. Price Bid will not be opened on the date and time of tender opening. Price Bids of only such tenderers whose technical bids are found technically qualified and acceptable will be opened subsequently on the date and time fixed by the Corporation. The date and time of opening the price bids of technically successful tenderers will be intimated to them separately.
2. The work of supply, installation, testing & commissioning (including civil & electrical works), of pitless type electronic weighbridges as detailed in this tender shall be carried out In accordance with the attached instructions to tenderers, general conditions of contract, special conditions for supply, installation & commissioning, scope of work, schedule, specifications and addenda, if any.
3. **EARNEST MONEY:**
The tenderer is required to deposit Earnest Money of **Rs.30,000/- (Rupees Thirty Thousand only) towards each LWB i.e. 90,000/-** by Demand Draft/Pay Order/Banker's Cheque issued by any nationalized or scheduled bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad,or through RTGs payment as prescribed under Tender Notice. Tenders not accompanied by a Earnest Money will be summarily rejected.

The details for RTG payments are as under:



S/No	Particulars	Bank details
1	Beneficiary's name	Regional Manager, Central Warehousing Corporation,
2	Nature of A/Cs	Central Warehousing Corporation, Regional Manager's Operational Account
3	Beneficiary Bank A/C No.	3753002100213948
4	Name of bank and Address	Panjab National Bank, V.S.Main Road, Paldi, Ahmedabad
5	IFSC Code	PUNB 0375300
6	PAN	AAA CC 1206D

5. E-Tenders duly digitally signed shall be uploaded separately as two bids i.e. Technical and Price bids at www.tenderwizard.com/CWC, at due on 29.09.2018 upto 11.30 Hrs.. All mandatory documents shall be uploaded properly filled and duly signed by the tenderer.
6. The tenderer should quote the rates (price bid) both in figures and in words at the appropriate place in price break up scheduled attached at Part-II. In case of any discrepancy in the rates quoted, the amount stated in words shall be treated as authentic and final.
7. E-Tenders received/Uploaded after **11:30 hours on 29.09.2018** shall not be considered. The Corporation would not entertain any request for admitting tender received late on A/C of delay by congestion in server /website or any other reason. The bidders are advised to submit their bids well in advance to avoid last minute rush on the system. No complaints will be entertained with regards to non-submission of bids online at last minute due to congestion in server system.
8. The date and time for opening rate quotations will be informed to the technically qualified tenderers individually. If the date up to which tender is open for acceptance happens to be a holiday, the tender shall be deemed to remain open for acceptance till the next following working day. The decision relating to technical qualifications of the parties will rest with the Corporation. The Corporation will be at liberty to accept or reject any of/all the tenders without assigning any reason thereof
9. If any Tender is withdrawn or modified before, the date up to which the tenders are valid for acceptance, the Earnest Money of the tender shall stand forfeited and the tender shall be summarily rejected.
10. Tender form and documents shall be uploaded by the tenderer, under valid digital signature/ certificate and there is no need to sign the documents manually as documents uploaded under DSC are deemed to be digitally signed. The tenderer while signing the tender would be deemed to have read and understood all the conditions of the tender which will be binding on him.



11. 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. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws the tender before the expiry of said period or makes any modifications in the terms & conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money Deposit.
10. Offers, which are not made on turnkey basis, shall be treated as incomplete/invalid.
11. The tenderer shall furnish technical bid alongwith:
- (i) Earnest Money deposit of **Rs.30,000/- (Rupees Thirty Thousand only) towards each LWB i.e. 90,000/-** in the form of DD/Banker's Cheque/Pay Order issued by any nationalised or scheduled bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad or through RTG payment.
 - (ii) Tender Cost of Rs.1000/- (One Thousand only) in the form of DD/Banker's Cheque issued by any nationalised or scheduled bank drawn in favour of Central Warehousing Corporation payable at Ahmedabad or through RTG (documents confirming payment to be uploaded/provided).
 - (iii) Bidders must upload and digitally signed, scan copies of following documents in support of their eligibility of bid.
 - (a) Latest valid GSTN contract Registration Certificate from concerned Authorities of the State Govt. as applicable.
 - (b) Latest valid License for manufacturing of electronic lorry weighbridge issued by the State authorities.
 - (c) Certificate in respect of successful installation of **15** numbers pitless type ELWBs not less than 40 MTC in Government organizations or in PSUs or Reputed Companies registered under Compay's Act in the last **7 financial years ending on 31.3.2018** which should be supported by their **Performance Certificate** (Mere submission of work order/supply orders will not be considered as proof of satisfactory performance of ELWBs) from the clients/customers.
 - (d) Average annual turnover of minimum Rs.25 lakhs (Rupees Twenty Five Lakh only) during last three **preceding** financial years supported with audited balance Sheet showing annual turnover.
 - (e) License from Department of Metrology, Government of Gujarat for repairing/servicing of electronic lorry weighbridges in their name. License should be possessed for repairing and servicing for the ELWB as per the standards of Weights and Measure Act as applicable in Gujarat. Tenderer should furnish the requisite license within 30 days from the date of award of supply order failing which supply order will be treated as cancelled.



- (f) Solvency certificate from a nationalized or Scheduled Bank of Rs.10 lakhs (Rupees Ten Lacs only) which shall not be more than three months old from the date of inviting NIT.
- (g) Whether sole Proprietorship/Partnership /Public limited/Private limited company (proof/ Declaration to be submitted)
- (h) Model approval up to 60MTC ELWB certificate from Director of Metrology, Govt. of India.
- (i) Proof of annual production capacity of 15 Nos. of 40/60 MTC ELWB from NSSIC/SSIC/DIC.
- (j) Proof of MSME registration with appropriate authority. If applicable.
- (k) Other relevant documents as stated in Check List-ANNEX-XI also to be uploaded.

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

REGIONAL MANAGER



SECTION-II:

INSTRUCTIONS TO TENDERERS

PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS AT CW AHMEDABAD-I,NADIAD,JAMNAGAR IN GUJARAT

1. The tenderer shall examine carefully all available tender documents consisting of following and comply the same as mentioned in the detailed tender notice :-
 - (i) Invitation of Tender
 - (ii) Instructions to Tenderers
 - (iii) Tender Form
 - (iv) Form of Agreement
 - (v) General Conditions
 - (vi) Special conditions for Supply, Installation and commissioning
 - (vii) Technical Specifications
 - (viii) 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-II attached.
7. The tenderer should quote GST extra as applicable. Corporation shall not issue Form 'C' for getting concessional rate of Sales Tax/ VAT/GST or any levies.
8. Any corrections made in the tender by the tenderer shall be supported by his 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 4 months which will be reckoned from the 10th day of issue of award letter/supply order or the date of physical handing over the site to the contractor for execution of work of ELWB whichever is later.
14. The tenderer shall be responsible for securing necessary import license or customs clearance, permit or permits as may be necessary. The Corporation will not make available any foreign exchange or import license for this work.



15. 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 Ahmedabad within the ordinary civil jurisdiction of the GUJARAT High Court.
16. Telegraphic offers will be treated as defective and invalid and shall be rejected. Only detailed complete offers made on turnkey basis will be considered. No amendments, revisions and/or alterations of the tender will be permitted after the opening of tenders.
17. Every page of the tender shall be digitally signed by the tenderer failing which tender is liable to be rejected. Copies of required documents is also to be self-certified by the tenderer.
18. In the event of tenders being submitted by a firm, it must be signed by a person holding a power of attorney from the partners/directors of company/form authorizing him to do so by digital signatures.
19. Canvassing in connection with the tender is strictly prohibited and the tender submitted by the contractor who resorts to canvassing in any form shall be liable to rejection and the contractor(s) may even be forbidden from future tendering for the Corporation works through appropriate action.
20. The tenderer should possess requisite license issued by the respective State authority for the manufacturing of electronic weighbridges as required under "The standards of Weights & Measures Act" and model approval certificate from Director of Metrology, GOI. It will be mandatory to possess repairing licence for the weighbridges as per the "The Standards of Weights & Measures Act" of the Gujarat States.
21. The ELWB should be integrated with DOS through DOS configured API(Application Program Interface) and for this supplier to jointly work with M/s Ricoh. Hence, Supplier will provide Software Interface in consultation with M/s Ricoh. The contact details of M/s Ricoh for integration with DOS are as under:
 - (i) Sh, Nagaraju, Mob.: 9599638143, E-mail: nagaraju636465@gmail.com
 - (ii) Sh. Sidartha Katwa, Mob.:9035556565,E-mail:sidd06katwa@outlook.com
 The Lorry Weighbridge shall also be integrated with the Warehouse Management Solution (WMS) provided by the service provider of CWC. The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture alongwith 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.
23. Apart from technical Bid documents and the tender document downloaded from the website, the tenderer shall furnish/Upload all Annexure-I to X of tender form.



SECTION-III:

FORM OF TENDER

PURCHASE OF 60 MTCAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES INCLUDING CIVIL AND ELECTRICAL WORKS AT CW AHMEDABAD-I,NADIAD,JAMNAGAR IN GUJARAT ON TURNKEYBASIS

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

To,
The Regional Manager
Central Warehousing Corporation,
Regional Office
Ahmedabad-380007

With reference to the invitation to e-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 (including civil & electrical work) and commissioning of pitless type Electronic Lorry Weighbridges of 60 MT capacity for the Central Warehousing Corporation in conformity with the said tender documents at prices indicating in the price schedule enclosed.

1. We are also submitting herewith the prescribed schedules duly completed and signed .
2. We enclose herewith one set of detailed description, specifications and basic data of equipment and machinery along with drawings and supporting calculations as required.
3. If our tender is accepted, we undertake to complete the whole work of each ELWB comprised in the contract to the satisfaction of the Corporation within 4 (four) months from the 10th day of issue of the award letter/*supply order* or physical handing over of the site for execution of work of each ELWB, whichever is later.
4. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with the corporation within 15 days of issue of award letter/*supply order* in the prescribed format provided in the tender document at page No.50 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 & 9 (Section-I) of invitation to tender.
6. We have deposited requisite EMD of Rs.30,000/- (Rupees Twenty Five



Thousand only) towards each LWB i.e _____ vide DD/ Banker's cheque No.....dated..... issued by _____ and payable at Ahmedabad or through RTG (proof of RTG submitted).

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 CWC,RO-Ahmedabad and shall be refunded after satisfactory execution of work *including guarantee period* of ELWBs as per orders placed by the Corporation.
8. We agree for depositing/recovery of S.D. subject to maximum of 10% of the contract value for ELWB out of the total value of the supply order by CWC within 15 days of award/supply order.
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.

On this _____ Day of _____ 2018

SIGNATURE OF TENDERER _____

IN THE CAPACITY OF: _____

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF
(IN BLOCK LETTERS) _____

WITNESSES _____

OCCUPATION: _____

ADDRESS: _____



SECTION – IV:

GENERAL CONDITIONS OF CONTRACT

**PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES
COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT C E N T R A L
W A R E H O U S E A H M E D A B A D - I , N A D I A D , J A M N A G A R , I N
G U J A R A T O N T U R N K E Y B A S I S**

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SECTION – IV

GENERAL CONDITIONS OF CONTRACT

PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS AT CENTRAL WAREHOUSE AHMEDABAD-I, NADIAD, JAMNAGAR IN GUJARAT

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 **“General Manager”** means the General Manager, Head of Purchase Division of the Corporation.
- 1.4 **“Regional Manager”** means the Regional Manager of the respective region of the Corporation.
- 1.5 **“Contractor”** means the individual firm or company whether incorporated or not, with whom the contract is entered into 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.
- 1.6 **“Inspecting Officer”** means officer(s) of Central Warehousing Corporation authorized for the purpose of inspection of the stores, equipments and work under the contract.
- 1.7 **“Sub-contractor”** means any person, firm or company or Corporation having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Corporation furnishing the machinery or equipment called for in the contract and worked to a special design according to the specifications and also a person, firm, company or Corporation erecting the machinery or equipment under the contract.
- 1.8 **“Other Contractor” or “Other”** means any person or firm or company or Corporation employed by or having a contract directly or indirectly with the Corporation otherwise than through the contractor.
- 1.9 **“Contract”** means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to tenderers, subject to such modification, if any, formal agreement executed between the Corporation and the Contractor, general conditions of contract, special conditions for supply, installation & commissioning including civil & electrical works together with documents referred to therein Technical Bid, Price Bid, technical specifications, schedules and drawings.



- 1.10 **“Tender”** means the offer made by an individual Firm/Firms or Company/Companies for the execution of the works.
- 1.11 **“Tenderer”** means the Firm/Firms or Company/Companies submitting a tender.
- 1.12 **“Acceptance of Tender”** means the letter or memorandum from the Corporation communicating to the tenderer the acceptance of his tender.
- 1.13 **“Contract Price”** means the total and all inclusive sum named in the acceptance of tender subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.
- 1.14 **“Work, Works, or Plant”** means and includes the supply, installation and commissioning of plant, equipment and machinery and all connected Civil, Electrical and other items of work on turnkey basis specified or set forth and required in and by the specifications, drawings and other documents which form part of this contract or to be here after specified or required in such further explanatory instructions, drawings, etc. as shall from time to time during the progress of the work, be given by the Corporation.
- 1.15 **“Equipment(s)”** means all kind of machines or apparatus or appliances such as mechanical, electrical, electronic including fabrication of any kind at workshops or at site which the contractor has contracted to procure supply and install at his cost according to the terms of the contract.
- 1.16 **“Unit”** means metric unit.
- 1.17 **“Drawing”** means the drawings referred to in the tender documents including any modifications of such drawings, duly scrutinized and approved by any Govt. Engineering College and approved in writing by the Corporation and such other drawings as are made from time to time and furnished by the Contractor to the Corporation.
- 1.18 **“Site”** means the actual place or places at which the equipment/machinery is to be delivered or where the installation/construction work is to be done by the contractor together with so much of the area surrounding the said place or places as the Contractor shall, with the consent of the Corporation, actually use in connection with the works otherwise than merely for the purpose of access to the said place or places.
- 1.19 **“Material”** means the goods specified in the schedule which the contractor has agreed to supply under the contract.
- 1.20 **“Approved”** means approved in writing including subsequent written confirmation of previous verbal approval and “approval” means approval in writing including as aforesaid.”
- 1.21 **“Nationalized/Scheduled Bank”** means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.
- 1.22 **“Months”** means calendar month.
- 1.23 **“Test”** means such tests as are prescribed by the IS Codes & specifications or by the Corporation.
- 2.0 **Assignment and subletting of works:**
- 2.1 The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Corporation.



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

3.0 **Forfeiture of Earnest Money**

The earnest money deposited by the tenderer in terms of Para 3 of the Invitation of 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 & 9 of the Invitation of 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 of Tender, and it being understood that the tender documents have been made available to the tenderer and the tenderer is being permitted to tender in consideration of his agreement to this stipulation

4.0 **Security Deposit:**

Security Deposit will be equivalent to **10% of the contract value of per ELWB**. The successful bidder shall furnish total requisite Security Deposit amount with the Central Warehousing Corporation **within fifteen days of the acceptance of his bid**, in the form of DD/Banker Cheque issued by nationalized/scheduled bank drawn in favour of **Central Warehousing Corporation** and **payable at Ahmedabad OR through RTG payment**.

The EMD can be adjusted against S/D.

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

5.0 **Refund of Security Deposit:**

Subject to the other terms and conditions of this contract, the 50% amount of security deposit will be refunded to the contractor after adjusting 'over payments' with interest (to be decided at the relevant time in accordance with



prevalent Bank rate of interest for overdraft at the time), if any, and after the final bill has been paid and a 'No Demand Certificate' is furnished after successful completion of guarantee period. Remaining 50% of the S/D amount will be refunded to the party after successful completion of AMC period.

6.0 Forfeiture of Security Deposit:

The said security deposit shall be liable to forfeiture at the option of the Corporation, if the contractor fails to carry out the work or perform or observe any of the conditions of the contract including the obligations under the guarantee as at Clause No.39 of Section-V. The Corporation will also be at liberty to deduct from the security deposit or any sum payable to the contractor under this or any other contract with the contractor such sums as may become due to the Corporation.

7.0 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.

8.0 The Compensation/liquidated damages for delay:

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the contractor, a sum equivalent to 1% (One) percent of contract value for every week's delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 10% (ten) percent of the contract value of work.

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

9.0 Force Majeure Conditions:



9.1 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.

9.2 The contractor's request for an extension of the time limit for completion of the work in the above mentioned cases duly recommended by concerned Warehouse Manager subject to the following procedures:

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

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

10.0 **Breach of Contract:**

10.1 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.

10.2 Cancellation of Contract in full or part:

10.2.1 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 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-8 and other provisions of this contract.
- 10.2.2 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.
- 10.2.3 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-8.
- 10.2.4 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.

11. **Suspension of works:**

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

12. **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.

13. **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.

14. **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.

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

15.1 **ExciseDuty:**

Excise duty, 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 materials.

15.2 **GST:**

GST (with percentage) shall be mentioned by the party separately under the price break up schedule attached at Part-II in the tender document and will be reimbursed on production of proof of payment made to the appropriate authority by the party.

15.3 **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.

15.4 **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.

15.5 **Demurrage:**

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

15.6 **Transportation and Insurance:**

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

15.7 **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 the bill.

15.8 **Way leaves:**

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

15.9 **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.

16. **Constitution of the Firm:**

- 16.1 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.
- 16.2 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.
- 16.3 If the contract is not determined as provided in Clause 16.2 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.

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

- 17.1 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.

17.2 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.

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

18.1 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.

18.2 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.

18.3 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.

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

19. **Dishonest practices:**

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



Corporation liable to termination forthwith as described in Clause-10 hereof, and also to the payment of any loss or damage resulting from any such termination.

20. **Official Secrets and photography:**

- 20.1 The contract imposes an obligation of secrecy on the part of the contractor or his sub-contractor including their agents under the Indian Official Secrets Act, 1923 or any Statutory modification/re-enactments thereof, any breach of this clause shall apart from any criminal liability on the part of the contractor, constitute a breach of contract.
- 20.2 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.

21. **Laws:**

- 21.1 The contract and its operation shall be governed by the laws of India for the time being in force.
- 21.2 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 Ahmedabad within the ordinary civil jurisdiction of the Gujarat High Court.
- 21.3 CPWD Manual 2007 and 2005, schedules and specifications will be applicable for all Civil and Electrical works respectively unless otherwise specified in the tender documents.

22. **Risk Purchase:**

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

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

- 23.1 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.
- 23.2 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 10 of this contract. The Corporation shall be final authority to decide on the penalty to be imposed on the contractor in such an event.



SECTION-V:

SPECIAL CONDITIONS

PURCHASE OF 60 MTC PITLESS TYPE ELWB COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS AT CENTRAL WAREHOUSE AHMEDABAD-I,NADIAD,JAMNAGAR, IN GUJARAT

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SECTION-V:

SPECIAL CONDITIONS

SPECIAL CONDITIONS FOR PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS AT CENTRAL WAREHOUSE AHMEDABAD-I, NADIAD, JAMNAGAR, IN GUJARAT

24. **Extent of Contract:**

The contract comprises of design, manufacture, delivery, trial runs, tests, installation, stamping, commissioning, guarantee of the works, including construction of foundation, ramp and cabin and except in so far as the contract otherwise provides, the provisions of all labour, materials, manufacturing plant, temporary works and everything whether of temporary or permanent nature for completion of works.

25. **Drawings:**

25.1 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).

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

25.3 **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.

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

26.1 **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 4 months which will be reckoned from the 10th day of issue of award letter/supply order for the work OR the date of physical handing over of the site to the contractor for execution of work of each ELWB, whichever is later.

For Installation of ELWB, the site plan is available in the warehouses. The tenderer may visit the site before submission of tender for his understanding about the site plan and conditions.

26.2 **Schedule of work:**

The contractor shall submit to the Corporation a Schedule of progress of supply, installation and commissioning of equipments including civil works at the various



centers within the overall period stipulated in clause-26 from the date of commencement of work to the date of taking over.

26.3 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-9 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-8 (section-IV) of this contract.

26.4 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.

27. Contractor's Supervision:

27.1 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.

27.2 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.

27.3 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.

27.4 Setting out works, levels, alignment & measurements:

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

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

27.6 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.

27.7 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.

27.8 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.

28. **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.

29. **Free access to worksite:**

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

30. **Inspection of works:**

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

- a) The work of ELWB will be completed in 4 months by the contractor which includes supply, installation, stamping and commissioning. The completion period of ELWB will be reckoned from the 10th day of issue of award letter/supply order or physical date of handing over of the 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, an intimation is required to be sent by the supplier in writing to the Regional Manager, CWC Ahmedabad for carrying out necessary pre-purchase inspection of ELWB.

Instructions for dispatch equipment of ELWB will be issued by the Regional Manager, CWC, Ahmedabad after satisfying & certifying that the ELWB has been pre-inspected & found conforming to specifications and is acceptable.

The dispatch should be made within 3 days from the date of issue of dispatch instruction by Regional Manager, CWC, RO, Ahmedabad and it may be ensured by the supplier that the material of ELWB reaches its destination within 12 days from its dispatch. In other words, a total period of 15 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 (from handing over the site) for dispatching of machine of ELWB, reaching to its destination and stamping of LWB will be covered within the execution period of 4 months as prescribed under 26.1 Section -V (Special Conditions).

- 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.
- 30.1 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.
- 30.2. 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.
- 30.3 Uncovering of work:
The contractor shall uncover any part or parts of the work and shall reinstate and make good such part or parts to the satisfaction of the Corporation. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 30.2 and are found to be executed in accordance with the contract, the expenses of uncovering or reinstating and making good the same shall be borne by the Corporation but in any other case all expenses shall be borne by the contractor and shall be recoverable from him by the Corporation from any moneys due or which may become due to contractor. In such cases, the cost of executing the original work, which is, found to be defective and or not according to specifications will not be paid to the Contractor.
31. Site order book and rectification of defects:
- 31.1 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.

31.2 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.

32. 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.

33. Interference with traffic, extraordinary & waterborne traffic:

33.1 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.

33.2 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 sub-contractor shall be the sole responsibility of the contractor.

33.3 Where the nature of work is such as to require the use by the Contractor of water borne transport, the provisions of Clause-33.2 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.

34(A) Labour and Labour Regulations:

1. Engagement and conditions of Labour:

The contractor shall obtain a valid licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work and continue to have a valid licence until the completion of the work. The contractor shall also abide by the provisions of Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

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



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

3. Liability of Personnel:
All persons employed by the contractor shall be engaged by them as their own employees in all respects. The contractor shall comply with the provisions of all applicable laws and labour legislations including the requirements of the payment of Wages Act of the Central Government and the State Govt., Payment of Bonus Act, 1965. Employees Provident Fund Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and any modifications thereof, I.D. Act-1947, ESI 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, non-payment of wages or the deductions made from their wages which not justified by the terms of their contract or non-observance or regulations therewith.
 - a. The contractor shall recognize the freedom of its employees or workers to be members of trade unions.
 - b. 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 (RM,CWC,Ahmedabad) shall be final in deducting from any bill due to the contractor the amount levied as fine.
6. 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.
7. 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.
8. Hutment for Labour:
The contractor shall provide hutment for the use of labour engaged on the works.
9. 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.
10. 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.

11. 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.

12. 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.

13. 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.

14. 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 favourable than those commonly recognized by the employers. Provided however, labour may be booked beyond normal hour subject to overtime allowance. The contractor shall be responsible for the observance of the provisions of this clause by the sub-contractor employed by him in the execution of the contract.

15. 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.



16. Observance by sub-contractors:
The contractor shall be responsible for observance by his Sub-contractors of the foregoing provisions.
17. 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.
18. 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.
19. Workmen's Compensation Act:
The contractor shall at all times indemnify the Corporation against all claims, damages or compensation under provisions of the workmen's compensation Act (VIII), 1933; Employees Provident Fund Act or any other law for the time being in force consequent on any accident or injury to any workmen, or other persons in or about the works, whether in the employment of the contractor or not. The contractor shall indemnify the Corporation against all costs, expenses or charges of any legal action or proceedings arising out of such accident or injury and against all claims, which may with the consent of the contractor be paid to compromise any such claim or legal proceedings. In every case in which by virtue of the provisions of Section-12, Sub-Section (1) of the Workmen's Compensation Act, 1933 the Corporation is obliged to pay compensation to workmen employed by the contractor responsible for execution of the works, the Corporation will recover from the contractor the amount of the compensation so paid. Without prejudice to the rights of the Corporation under Section 12 sub-section (2) of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Corporation shall not be bound to contest any claim made against it under Section 12 sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.
20. 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.

21. 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.

22. Local customs and Festivals:

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

34(B) Security & Safety Requirements:

(1) Security Requirements:

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

(2) Safety Precautions:

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

(4) Life Savings and First Aid Appliances:

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



35. Workmanship, Materials, Samples & Testing:

1. All materials and workmanship shall be of the best available quality in trade in accordance with the specifications, drawings, designs and instructions approved from time to time. All materials and equipment used on the work shall be new and unused. They shall be subject to such tests as may be directed by the Corporation at the place of manufacture or fabrication or at any convenient place agreed upon. The contractor shall provide such assistance, instruments, equipment, labour and materials as are normally required for examination, measuring and testing any work for determining the quality, weight or quantity of any materials used. The contractor shall supply samples of materials before using them in the works for testing as required by the Corporation.
2. Samples:
The contractor shall, if as and when required by the Corporation prepare and submit samples of work and materials at his own expense for the approval of the Corporation. No materials of which samples have to be submitted shall be used in the work unless they have been approved in writing by the Corporation.
3. Cost of Tests:
The cost of preparing samples and carrying out tests for quality of materials or workmanship shall be borne by the contractor except for such exclusions as are specifically mentioned under technical specifications.
4. Trial Runs/Test:
The contractor shall inform the Corporation in advance of his intention to commission the equipment(s) for a trial run/test. In such an event the contractor shall provide the necessary staff and meet all other expenses for carrying out the trial runs/tests. He shall ensure that every portion of works such as power supply and any associated material, required for performing such test runs are also completed before undertaking the trial runs. He shall also indemnify the Corporation against any damage to the completed works or the personnel engaged in such trial operation or to any other structure that might get damaged during the progress of such trials.
5. It shall be the responsibility of the contractor to get the weighbridges verified and stamped from the concerned weights and measures authorities at his own expenses and submit proof of such verification to the Corporation at the time of taking over.
6. Contractor shall ensure that ELWB is integrated with DOS through DOS configured API (Application Program Interface) and for this supplier to jointly work with M/s Ricoh. Hence, Supplier will provide Software Interface in consultation with M/s Ricoh. The contact details of M/s Ricoh for integration with DOS are as under:
 - (i) Sh, Nagaraju, Mob.: 9599638143, E-mail: nagaraju636465@gmail.com
 - (ii) Sh. Sidartha Katwa, Mob.: 9035556565, E-mail: sidd06katwa@outlook.com



36. **Payment Terms:**

1. All payments under the contract shall be made in Indian currency through e-payment on any Nationalised/Scheduled Bank. The contractor has to furnish information in prescribed format for this purpose as per 36-2(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. 70% of the cost of equipment quoted (inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading/unloading and Insurance etc.), on receiving 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) Proof of payment of GST to appropriate authority.
 - 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-15.7. of Section-IV of tender document.
 - h) Completion Certificate issued by our Engineer for foundation work upto installation level of ELWB stating that work has been completed as per specifications.
- (ii) Balance 30% of cost of equipment shall be paid after Installation, Stamping , commissioning and issue of taking over and satisfactory functioning of ELWB certificate by Warehouse Manager concerned at site.

B. For Civil and Electrical Works:

- (i) 50% (fifty) cost of civil and electrical works will be paid after completion of foundation of cabin, cabin walls and casting of roof slab of cabin. Payment will be released only after certificate of works completed issued by our engineer stating that works has been completed as per specifications.
- (ii) Balance 50% (Fifty) of the cost of civil and electrical works will be paid on 100% completion of civil and electric work and on commissioning & stamping of weighbridge. Payment will be released only after issue of final completion certificate of works as per specifications by our engineer and satisfactory functioning of ELWB with taking over certificate by Warehouse Manager.

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.

(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.
- iii) Name & Address of Bank and Branch. iv) I.F.S.C. Code Number of Branch.

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

37. **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.

37.1. **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.

37.2. **Overpayment:**

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

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

38. **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-38,Point -2.

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

2. Rates:

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

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

39. 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-13 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 40 of this Section.

3. Period of Guarantee:

The period of guarantee on all plant and equipment including load cells shall be 24 months from the date of taking over certificate. In case of break down or major defects which cause complete dislocation of weighbridge operation and the machine is not attended to and rectified within a period of 3 (three) days from the date of receipt of intimation by the firm or its branch office. Liquidated damages @ Rs.500/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by CWC on private weighment beyond the period of 3 days whichever is higher, will be levied on the firm subject to the maximum of 10% of the value of the contract. The compensation of such private weighment got done by CWC will be made within 10 days by the contractor failing which, the said amount will be adjusted from the amount due/withheld under terms of payment. These charges will be in addition to the levy of compensation of maximum 10% falling under purview of Clause-8, 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-39, Point 3 above hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately.

5. Failure to rectify defects:

Failure to rectify any defects or replace such equipment or material, which shall have been notified to him in writing during the period of guarantee, it shall be deemed a breach of contract under Clause-10 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-35.

10. Contract valid during Guarantee period:

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

11. Service During Guarantee Period

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

40. TakingOver:

1. Inspection and Trial Runs:

When the machinery installation and other structures of the specific part of the works are ready for operation, the contractor shall report this in writing to the Regional Manager, CWC Ahmedabad and simultaneously request for arrangement for Taking Over thereof. Regional Manager shall upon fix the date for the trial run/test run and inspection. The contractor shall be present at the time of trial runs and inspection. If, however, the contractor fails to be present on the date so fixed, the work shall not be taken over and the contractor shall render himself liable to compensate if otherwise leviable under Clause-8, Section-IV hereof without prejudice to other rights and remedies that the Corporation may have against the contractor under



this contract.

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

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

3. Establishment of Record:

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

4. Certificate of taking over:

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

5. Procedure in case of defects:

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

6. Repeated Inspection:

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



specifications and appropriate standards, the Corporation reserves the rights to reject the entire work and to take action under Clause-6,8 & 10 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 8,9 & 10 Section-IV and Clause 27 of Section-V to grant another extension of time or to have the deficiencies and faults remedied.

41. **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.

42. **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.

43. **Buy-Back of Existing LWB:**

The Warehouses where new ELWB is to be installed are having existing LWB. The awarded ELWB shall be installed at suitable site in the WH complex as decided by the concerned WM. The existing LWB will be taken off by the successful tenderer/contractor and they will quote cost of Existing LWB at site under buy-back system in the Price-Bid. The pit after excavation of old LWB, will be filled up to ground level, up to satisfaction of concerned WM. Further, no claim towards any type of extra expenditure in respect of shifting of existing LWB/installation of awarded LWB at existing site, will be entertained by the Corporation in this regard.

44. **Resolution of Disputes:**

(I). **Arbitration:**

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



- d) Subject as aforesaid, the Arbitration and Conciliation act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- e) The venue of arbitration shall be Ahmedabad or such other place as the Arbitrator at his discretion may determine.

45. **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.

46. **Notices (Clause18)**

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

Purchaser : Central Warehousing Corporation, Regional office, Mahalaxmi Charrasta, Paldi, Ahmedabad-560 027.

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

Date:.....

Signature of Tenderer

Name:.....

Address:.....

.....

Seal



**SECTION –VI:
FORM OF AGREEMENT**

The agreement made on this _____ day of _____ 2018 between the Central Warehousing Corporation, established under Warehousing Corporations Act, 1962 (herein after called the 'Corporation') through its Regional Office, Ahmedabad and M/s. _____ a* partnership firm, consisting of partner, namely (1) _____ (2) _____/ _____ a _____ company registered under the Indian Companies Act/individual carrying a business in the name and style of M/s. _____ (herein after called the Contractor) which term shall include, unless repugnant to the context, his/heirs and legal representatives, executors/administrators and successors.

WHEREAS the Corporation being in requirement of 60MT capacity ELWB had invited tenders for the Supplying, installation, testing and commissioning of 60 MT capacity pitless type Electronic lorry weighbridges including Two Year AMC as per relevant articles/clauses at Central Warehouse, AHMEDABAD-I/NADIAD/JAMNAGAR vide tender No. _____ dated _____. 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 witnessth:

*strike out whichever is not applicable.

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 Supplying, installation, testing and commissioning of 60 MT capacity pitless type Electronic lorry weighbridge including AMC as per relevant articles/clauses at Central Warehouse, AHMEDABAD-I/ NADIAD/ JAMNAGAR to be made by the contractor to the Corporation at the rates specified in the letter dated _____ of the contractor, and the said letter of the Contractor is to be referred to only for the purpose of rates.

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

Signature _____
(Name & Address of supplier)

Signature _____
For and on behalf of CWC

Seal

Signature _____

Signature _____

Witness (with full Address)

Witness (with full Address)

1.

1.

2.

2.



SECTION-VII:

TECHNICAL SPECIFICATIONS

**NAME OF WORK: PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY
WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS
AT CENTRAL WAREHOUSE AHMEDABAD-I, NADIAD, JAMNAGAR, IN GUJARAT**

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SECTION-VII:

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 and shall not weigh less than 9.5 MT for 60 MT capacity ELWB. Platform size will be as under:

<u>Cap. of ELWB</u>	<u>Size of Platform</u>
60 MT	16m x 3m or more

2.0 Codes and standards to comply with

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

3.0 Scope of supply:

3.1 Electronic load cell type, pitless lorry-weighbridge of capacity 60 MT and platform of 16mx3m or more size 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 as amended on date of make of SAIL/TISCO/ESSAR OR equivalent.

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 HCL/HP/IBM/DELL) should be of Intel Core i5, 6th generation Processor or above (2.8 GHz or more speed), , equipped 104 keys "alphanumeric Key board" having memory of minimum 10,000 weighments, 18.5" TFT or above Colour Monitor and Optical Mouse.
- Dot Matrix 80 col. Ticket Printer (make EPSON/WIPRO/TVSE/HCL) compatible with PC.
 - Constant voltage stabilizer.
 - U.P.S.
 - Jumbo display unit

3.5 Power supply:

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

4.0 Technical requirements:

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



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

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

2. Load cells shall be double ended/shear beam type or Hermetical sealed Compression type- Eight Load Cells, and have IP68 (with inbuilt type) protection class. Test certificate in conformation of the above class by a reputed Test House to be provided along with tenders.

3. The main girders and other cross members shall be rigidly secured to the foundation restricting any movement of weighbridge. Proper constraining arrangement shall be provided for protecting weighbridge against fast moving trucks on it when it is not in use, by providing speed breakers on both sides.

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, 18.5" TFT and above Colour Monitor and Optical Mouse suitable to operate under temperature -5 degree centigrade to 50 degree centigrade. Battery backed memory should also be provided.

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

5. **Weighbridge Specifications:**

Overload capacity: 50% of rated capacity

Type of constraining: Appropriate constraining arrangements without hampering weighments accuracy

Frequency of loading: 30 trucks per hour minimum

6. **Platform structurals:**

Material of construction of components:

Main beams, Cross beams and transverse beams:

Mild steel as per IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR or equivalent.

Deck Plate:

Chequered/ anti-skid Mild Steel plate as per IS:2062 as amended on date of make of SAIL/TISCO/ESSAR or equivalent in convenient lengths of thickness not less than 12mm.



Total Weight of Platform structurals: not less than 9.5 MT
 Material Test Certificate: To be provided by tenderer.

7. Electronic weighing system and load cells:

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

General Requirements:

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

<u>Cap. of ELWB</u>	<u>Cap. Of Load Cell</u>
60 MT	8 Nos. 30 MT or more
4. Insulation resistance - 1000 Mega ohms or more.
5. Proper ingress and lightning protection as per Indian standards.
6. Load cell to be housed in lockable Sheet Metal Box.

8. Junction box:

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

9. Interconnecting cable:

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

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

10. 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 seven digit LED display auto zero tracking, tare/gross weight indications, Auto calibration facilities etc. It should be capable of interfacing with the computer for further processing of data as per requirement operating temperature is to be -5 degree



centigrade to 50 degree centigrade, response time 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 HCL/IBM/HP/DELL) should be of Intel Core-i5,6th generation Processor or above (2.8 GHz or more speed) equipped with 104 keys “Alpha Numeric” Key Board having memory of minimum 10000 weighments. Operating temperature range is to be -5 degree centigrade to 50 degree centigrade with minimum 18.5” TFT Colour Monitor, Optical Mouse, 1TB Hard Disk, 8 GB RAM with Windows 10SL 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 degree centigrade to 50 degree centigrade of reputed make such as WIPRO/TVSE/HCL/EPSON.

10.4. The ELWB should be integrated with DOS through DOS configured API(Application Program Interface) and for this supplier to jointly work with M/s Ricoh. Hence, Supplier will provide Software Interface in consultation with M/s Ricoh. The contact details of M/s Ricoh for integration with DOS are as under:

- (i) Sh, Nagaraju, Mob.: 9599638143, E-mail: nagaraju636465@gmail.com
- (ii) Sh. Sidartha Katwa, Mob.: 9035556565, E-mail: sidd06katwa@outlook.com

11.0 U.P.S.

Online 2 KVA UPS of reputed make eg. APC/Microteck/Luminous of 500 VA supported with 2 or more nos. of 130 AH or 3 Nos of 90 AH or above each of Exide/ Standard/ AMCO /Amaron or equivalent approved make maintenance free batteries for 6 hr. operation in case of power failure, with three years battery warranty.

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 digit bright, LED type to be provided.

14.0 Notes

14.1 Weighbridge manufacturers / supplier / local representatives, having own or their



principal's manufacturing facilities relating to load cells and related electronic instruments and weighbridge components shall be given preference.

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

14.3 Sealing and Stamping

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

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 & "Legal Metrology Act,2009" and IS: 9281 (Part-III) - 1981' as amended on date.

15. Civil Works

The work shall be executed in accordance with the latest CPWD Specifications 2007 or as applicable in CWC for civil work 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. Suitable guarding arrangement need be incorporated lengthwise of the platform to prevent sliding of vehicles as per relevant IS Code.

15.2 Ramp and approach road:

On both sides of the weighbridge, ramps and approach road of suitable length connecting it to the adjoining main roads of the godowns on both sides and with width equal to the width of the weighbridge shall be provided. Suitable speed breakers at distance one and half meter from platform on each end are to be constructed. These ramps/road shall consist of the following: -

- i) 150 mm thick sand filling well rammed.
- ii) 150 mm thick lean concrete of (1:4:8) mix.
- iii) 175 mm thick plain cement concrete of Grade M-20 (1:1 ½: 3).



The ramp should be provided with steel fender of section-100x100x8mm on both sides of complete length of ramp and should be fixed in cement concrete of ramp with 12mm dia & 30 cm long bolts at a distance of 30 cm centre to centre with or without connecting plate including cutting, hosting, fixing in position and applying coat of approved steel primer complete.

15.3 **Cabin:**

A weighbridge room of internal dimensions of 3 mtr. by 5 mtrs consisting of brick/stone masonry walls and foundations and RCC roof shall be provided. Making plinth protection 50mm thick of cement concrete 1:3:6 (1:Cement: 3 course sand:6 graded stone aggregate 20mm nominal size) over 75mm thick bed of dry brick ballast 40mm nominal size) well rammed and consolidated and grouted with fine sand including finishing the top smooth 0.90 meter wide alongwith the cabin walls. The internal surface shall be cement plastered. Roof shall be laid with proper terracing and treated for waterproofing; flooring shall consist of 150 mm thick sand filling, 100 mm thick PCC (1:4:8) sub-base layer floor with 40 mm thick PCC (1:2:4) floor topping with smooth finish alongwith providing and laying brick tiles over roof grouted with cement and mortar 1:3(1 cement: 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement over 12mm layer of cement mortar 1:3(1 cement: 3 fine sand) and finished neat.

Steel door and windows partly glazed with grills fixed to windows shall be provided. The internal surfaces of walls shall be finished with dry distemper and external surfaces treated with snowcem of approved quality and shade.

16. **Electrical Works:**

This shall conform to *latest* CPWD specifications 2005 or as applicable in CWC and Indian Electricity Rules.

- 16.1 Service connection for 230V supply upto the switchboard in the cabin will be provided by CWC.
- 16.2 The wiring shall be carried out with copper wiring PVC insulated of suitable size in recessed PVC conduit as per latest CPWD specifications 2005.
- 16.3 Number of light/fan points will be as under: -

a) Light Points	2 Nos.	Box type tube light fittings of Phillips make Cat. No.TMC140with tube inside the cabin.
	1 No.	4'40 watts totally enclosed water tight, weatherproof, and dust-proof type streetlight fitting complete with accessories mounted on a G.I.bracket (Bajaj BJSF -140-E or equivalent) Outside the cabin.
b) Fan Point	1 No.	Including 1200 mm sweep ceiling fan complete of approved make with electronic regulator conforming to relevant ISI specifications (make Crompton/GEC/).



- 16.4 (a) 5 Amps socket outlet 1 No. On the switch board itself (ISI Mark standard make)
 (b) 15 Amps socket outlet 2 No. At skirting level (ISI Mark standard make)

16.5 Main Board

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

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

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

17.0 Shop Tests and Inspection

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

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

18. Installation

18.1 Fitting of Machinery

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

19. Painting

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

20. Drawings and Data to be submitted by Contractor

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



- 20.2 On completion of the Work and before the tests are carried out, the contractor shall at his own expense prepare and supply to the Corporation four (4) certified copies of the following-
Installation Manuals,
Inspection and Maintenance Manuals and
Operation Manuals.
- 20.3 (a) The main girder / beams and cross beams will be preferably in single piece without any welded/ joint section.
(b) Thickness of M.S.Plate for Deck should be not less than 12mm for 60 MT capacity weighbridge.
(c) The tenderer will indicate the approximate weight of Steel Structure indicating the details & sizes of structures to be used for 60 MT weighbridges.
21. **Integration of lorry weigh bridge with WMS:** The Lorry Weighbridge shall be integrated with the Warehouse Management Solution (WMS) provided by the service provider of CWC. The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture alongwith 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.

Note:

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



SECTION-VIII:

TECHNICAL DATA

NAME OF WORK: PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS ON TURNKEY BASIS AT CENTRAL WAREHOUSE AHMEDABAD-I, NADIAD, JAMNAGAR, IN GUJARAT

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

1. General Description

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

2. Technical Details

To be filled in by the Contractor

2.1	<u>LoadCells</u>	Details to be specified
i)	Type of load cells	.....
ii)	Make	.....
iii)	Capacity	.....
iv)	Operating temperature range.	.....
v)	Type of Sensor	.....
vi)	Overload rating (without affecting	.....
vii)	Overload rating (ultimate)	.....
viii)	Name & Address of Manufacturer.	.....
2.2	<u>Printer (DOT MATRIX 9 PIN)</u>	
i)	Make	.....
ii)	No. of character per line (80 Col.Min.)	.....
iii)	Speed (Min. 200 CPs)	.....
iv)	Operating temperature range (-)	.....
	5 degree centigrade to 50 degree	.....

SIGNATURE OF ISSUING AUTHORITY

SIGNATURE OF TENDERER



2.3 Digital Indicator

- i) Accuracy (\pm) 10 Kg. for
60 MTC
- ii) Operating temperature range (-)
- 5 degree centigrade to 50 degree

2.4 **PC i5,6th generation processor of reputed make/brand (Having Boxed Intel Mother Board), Window 10SL with corresponding attendant requirement/ specifications.**

- i) Make
- ii) Operating temperature range (-)
- 5 degree centigrade To 50 degree
or better.
- iii) Speed
- iv) DVD RW Drive
- v) 08 GB RAM
- vi) Optical Mouse
- vii) Key Board 104 keys
- With Membrane
- viii) HDD-1TB or above
- ix) 18.5" TFT and above Colour Monitor

Signature of Tenderer with seal and address



PART-II

SCHEDULE-II FOR PRICE BID

INDEX

NAME OF WORK: _

PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY WEIGHBRIDGES COMPLETE,AMC INCLUDING CIVIL AND ELECTRICAL WORKS AT CENTRAL WAREHOUSE AHMEDABAD-I/NADIAD/JAMNAGAR, IN GUJARAT ON TURNKEY BASIS

PRICE BREAK UP SCHEDULE

PAGE NO.6 8 to 70

SIGNATURE OF ISSUING AUTHORITY

SIGNATURE OF TENDERER

**PART-II: SCHEDULE-II:****PRICE BID-A**

**TENDER FOR PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY
WEIGHBRIDGES INCLUDING CIVIL & ELECTRICAL WORKS ON TURNKEY BASIS AT**

CW AHMEDABAD-I**Price Break up Schedule**

The prices being given/mentioned below shall be for the entire work for purchase of ELWBs in conformity with the specifications.

Item	Rate for 60 MT cap. ELWB
1. Cost of Equipments: 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, 18.5" Colour Monitor, Optical Mouse, Complete as per Technical specifications (Section VII) Jumbo display unit for 60 MT ELWB, 16mx3m or more platform size pitless weighbridge, including ex- factory price inclusive of excise duty (if applicable) 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. b) GST. c) Transportation, toll tax, octroi, State Entry tax/GST, if applicable, packing, forwarding, loading/unloading and insurance etc.	
2. Cost of civil and electrical works : (a) Construction of weighbridge foundation, weighbridge cabin, approach road, ramp etc. (b) Installation, commissioning and stamping charges of weighbridge complete in all respect. (c) GST(if applicable)	
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 per running meter (i.e. R.M.)	
TOTAL COST(1 TO 3) =	
4. Buy-Back Cost of Existing LWB	
TOTAL COST(1 +3) -4=	in figure
In Words:	

Remark-

Taxes etc. may be indicated separately wherever applicable at applicable rate. GST or any other TAX, as applicable will be reimbursed separately, at applicable rates.

SIGNATURE OF ISSUING AUTHORITY

Signature of Tenderer

SIGNATURE OF TENDERER

**PART-II: SCHEDULE-II:****PRICE BID-B**

**TENDER FOR PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY
WEIGHBRIDGES INCLUDING CIVIL & ELECTRICAL WORKS ON TURNKEY BASIS AT**

CW NADIAD**Price Break up Schedule**

The prices being given/mentioned below shall be for the entire work for purchase of ELWBs in conformity with the specifications.

Item	Rate for 60 MT cap. ELWB
1. Cost of Equipments: 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, stablizer, 18.5" Colour Monitor, Optical Mouse, Complete as per Technical specifications (Section VII) Jumbo display unit for 60 MT ELWB, 16mx3m or more platform size pitless weighbridge, including ex- factory price inclusive of excise duty (if applicable) 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. b) GST. c) Transportation, toll tax, octroi, State Entry tax/GST, if applicable, packing, forwarding, loading/unloading and insurance etc.	
2. Cost of civil and electrical works : (a) Construction of weighbridge foundation, weighbridge cabin, approach road, ramp etc. (b) Installation, commissioning and stamping charges of weighbridge complete in all respect. (c) GST(if applicable)	
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 per running meter (i.e. R.M.)	
TOTAL COST(1 TO 3) =	
4. Buy-Back Cost of Existing LWB	
TOTAL COST(1 +3) -4=	in figure
In Words:	

Remark-

Taxes etc. may be indicated separately wherever applicable at applicable rate. GST or any other TAX, as applicable will be reimbursed separately, at applicable rates.

SIGNATURE OF ISSUING AUTHORITY

Signature of Tenderer

SIGNATURE OF TENDERER

**PART-II: SCHEDULE-II:****PRICE BID-C**

**TENDER FOR PURCHASE OF 60 MT CAPACITY PITLESS TYPE ELECTRONIC LORRY
WEIGHBRIDGES INCLUDING CIVIL & ELECTRICAL WORKS ON TURNKEY BASIS AT**

CW JAMNAGAR**Price Break up Schedule**

The prices being given/mentioned below shall be for the entire work for purchase of ELWBs in conformity with the specifications.

Item	Rate for 60 MT cap. ELWB
1. Cost of Equipments: 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, stablizer, 18.5" Colour Monitor, Optical Mouse, Complete as per Technical specifications (Section VII) Jumbo display unit for 60 MT ELWB, 16mx3m or more platform size pitless weighbridge, including ex- factory price inclusive of excise duty (if applicable) 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. b) GST. c) Transportation, toll tax, octroi, State Entry tax/GST, if applicable, packing, forwarding, loading/unloading and insurance etc.	
2. Cost of civil and electrical works : (a) Construction of weighbridge foundation, weighbridge cabin, approach road, ramp etc. (b) Installation, commissioning and stamping charges of weighbridge complete in all respect. (c) GST(if applicable)	
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 per running meter (i.e. R.M.)	
TOTAL COST(1 TO 3) =	
4. Buy-Back Cost of Existing LWB	
TOTAL COST(1 +3) -4=	in figure
In Words:	

Remark-

Taxes etc. may be indicated separately wherever applicable at applicable rate. GST or any other TAX, as applicable will be reimbursed separately, at applicable rates.

Signature of Tenderer

SIGNATURE OF ISSUING AUTHORITY

SIGNATURE OF TENDERER



ANNEXURE-I

DECLARATION
(ON THE LETTER HEAD OF THE TENDERER)

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

The rates quoted include all available credits and duty set offs under GST/CENVAT/MODVAT scheme. We also undertake to pass on to the purchaser, all additional credits and duty set offs under GST/CENVAT/MODVAT as may become available in future in respect of all the inputs, used in the manufacture of the final product on the date of supply under the GST/CENVAT/MODVAT scheme by way of reduction in prices and advised the purchaser accordingly.

Date:

Signature of Tenderer
Name:

Address:

Seal

Note :

1. The Tenderer/Supplier shall quote their rates/prices in the prescribed format.
2. Central Warehousing Corporation reserves the right to consider the rates and award of the contract and also reserves the right to reject the rates quoted by the party without assigning any reason. The decision of Central Warehousing Corporation shall be final and binding on all the bidders.



ANNEX.-II

**UNDERTAKING TO BE GIVEN BY THE BIDDERS DOWN
LOADING TENDER DOCUMENT FROM CWC WEBSITE**

(ON THE LETTER HEAD OF THE TENDERER)

**Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity
Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on
Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR, GUJARAT.**

THE REGIONAL MANAGER
CENTRAL WAREHOUSING CORPORATION,
REGIONAL OFFICE,
AHMEDABAD

I/We..... the authorized signatory of the.

..... (Name of the
Company/Firm/Association/Consortium/Joint Venture) certify that I/we have
downloaded the tender document in respect of Tender for Supply, installation, testing
and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges
including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,
JAMNAGAR,GUJARAT before the due date and time and no addition
/modification/alteration has been made in the original document down loaded from
CWC website. If at any stage, any alteration/modification is noticed in the Original
Document by CWC, I/We will abide by the terms and conditions contained in the
original tender document, failing which CWC reserves the right to reject the tender
and / or cancel the contract part from forfeiture of EMD.

I/we further undertake to indemnify CWC for any losses, accrued due to alteration/
modification made/ observed in the terms and conditions, including General
Conditions of the tender downloaded from the website.

Date:_____

Signature of the authorized
signatory.



ANNEXURE-III

FORMAT OF SOLVENCY CERTIFICATE FROM A SCHEDULED /NATIONALISED BANK

This is to Certify that to the best of our knowledge and Information M/s._____ having office/Registered Office at_____, a customer of our bank are/is respectable and can be treated as good/solvent up to a sum of Rs._____ (Rupees_____).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

This Certificate is issued at the specific request of the Customer.

Date of Issue:

(Signature) For the Bank

OR

Format 2

No.....

To

.....

This is to certify that as per information available, Shri / Smt. /Ms.....,is solvent upto Rs..... (Rupees). This certificate is valid for the period from to This certificate is issued without any guarantee or responsibility on the part of the Bank or any of its employees.

For BANK

Place:

Date:

MANAGER

NOTE:

1. Bankers certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded with the bank.



ANNEXURE-IV

AFFIDAVIT

(For Sole Proprietary Firm)

(On NJ Stamp paper of appropriate value and Notarized)

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

I,
.....R/o.....

..... do hereby solemnly affirm and declare as under :-

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

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

3. That I am bound to comply declaration/Undertaking submitted to the CWC in respect of compliance of relevant provisions of above referred tender.

DEPONENT

Place:

Date:

VERIFICATION

Verified that the contents of my above said affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed there from.

DEPONENT

Place:

Date:

**ANNEXURE -V****FORMAT FOR POWER OF ATTORNEY TO AUTHORIZED SIGNATORY POWER OF ATTORNEY**

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

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work **“Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR, GUJARAT**, including signing and submission of application/ tender/proposal/Declaration and Undertaking given to comply relevant provisions of subject tender, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with CWC or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with CWC and thereafter till the expiry of the Contact Agreement.

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

(In case H&T tenderers is Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2018

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



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

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1 :

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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



ANNEXURE -VI

Affidavit by the Person signing the tender document

(On NJ Stamp paper of appropriate value and Notarized)

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

AFFIDAVIT OF, S/o D/o _____, resident
of _____ EMPLOYED AS _____ WITH
..... HAVING OFFICE AT
PIN.....

I, the above named deponent do hereby solemnly affirm and state as under:-

1. That I am the authorized representative and signatory of M/s.....
2. That the document (s) submitted, as mentioned hereunder, by M/s along with the Tender Document submitted under covering letter no. dated towards Tender No. for..... (Name of work/Project) has / have been submitted under my knowledge.
3. That the document(s) submitted, as mentioned above, by M/s along with the Tender Document towards Tender No..... for are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) is false, forged or fabricated.
4. That no part of this affidavit is false and that this affidavit and the above declaration in respect of genuineness of the documents has been made having full knowledge of (i) the provisions of the Indian Penal Code in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of Tender conditions which entitle the CWC to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.
5. That I am bound to comply declaration/Undertaking submitted to the CWC in respect of compliance of relevant provisions of above referred tender.



6. I depose accordingly.

DEPONENT

Date:

Place:

VERIFICATION

I,the deponent above named do hereby verify that the factual contents of this affidavit are true and correct. No part of it is false and nothing material has been concealed there from.

Verified at on this day of2018.

DEPONENT

Note: Affidavit is to be attested by Notary.



Annexure-VII

**UNDERTAKING TO BE GIVEN BY THE TENDERER REGARDING
BLACKLISTING/TERMINATION ON CONTRACT
(ON THE LETTER HEAD OF TENDERER).**

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

This is to self-certified, that the I/We _____
_____tenderer (in case of partnership firm, any of its partner/company/
consortium / joint venture / sole proprietary firm)

- a) Had not been black listed by CWC, or any Central / State Govt. / PSUs or Local Govt., Deptt/ Autonomous Body and is not debarred from participation in the tender process.
- b) Contract was not terminated before expiry of contract period or Security Deposit/EMD forfeited by CWC or any other Public Sector/Govt./Quasi Govt. Organization/any other client.

Date:

Signature of tenderer

With seal



ANNEXURE-VIII

AFFIDAVIT

TO BE SUBMITTED ON A STAMP PAPER [OF RS.20/- MINIMUM] DULY ATTESTED BY NOTARY PUBLIC [DULY AFFIXED WITH NOTARIAL REVENUE STAMP; AND WITH NOTARY SEAL; AND NOTARY REGISTRATION NUMBER ETC].

I _____ S/o / D/o / W/o / Director* / Proprietor* / Partners* of M/s _____ located at _____.

Do hereby solemnly affirm and declare as under :-

- [1] The company is a Micro / Small Enterprise as per the Govt. of India definition; and has been functional at the time of bar code registration.
- [2] The company continues to be a Micro / Small Enterprise and functional as on date.
- [3] As per books of accounts, the total investment [original purchase value] in Plant and Machinery in the company as on the date of submission of bids is Rs. _____ which is within the limit prescribed in MSME Act.
- [4] [i] Udyog Aadhar Memorandum [UAM] number of our company is _____.
[ii] We hereby confirm that we have declared the UAM number on Central Public Procurement Portal [CPPP].
[iii] We are aware that non-declaration of UAM number on CPPP will make us ineligible to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012.

Signed on _____

DEPONENT

VERIFICATION :

Verified that the contents of the affidavit are true to the best of my knowledge and belief.

DEPONENT

Place :
Date :
Note : * Strike out whichever is not applicable.



ANNEXURE - IX

COMPLIANCE TO BID REQUIREMENT

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

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

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

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

We further undertake that if qualified/selected I/we will present all/required original documents for verification and if it is found at any stage that the information submitted by me/us is false/forged/tampered, I/WE _____ shall be liable to terminated or debarred or both from future tender participation in CWC. Further, in case of any violation of tender requirements, CWC has right to get supply/work done, at our risk & cost.

Stamp and signature of the Tenderer: _____

Name of the Tenderer : _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and submitted alongwith the Technical Bid.



Annexure-X

**UNDERTAKING TO BE GIVEN BY THE TENDERER REGARDING
SUBMISSION OF License from Department of Metrology,
Government of Gujarat**

(ON THE LETTER HEAD OF TENDERER).

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

This is to self-certified, that the I/We _____
_____tenderer (in case of partnership firm, any of its partner/company/
consortium / joint venture / sole proprietary firm), undertake that we will submit required
license issued by Department of Metrology, Government of Gujarat for repairing/servicing of
electronic lorry weighbridges in our name, as per the standards of Weights and Measure Act
as applicable in Gujarat.

This is also to undertake that the requisite license will be submitted to CWC, RO,
Ahmedabad, within 30 days from the date of award of supply order failing which supply order
issued by CWC to our company, will be treated as cancelled.

Date:

Signature of tenderer

With seal

**ANNEXURE-XI**

Ref.: Tender for Supply, installation, testing and commissioning of 60 MT Capacity Pitless Type Electronic Lorry Weigh Bridges including Civil and Electrical Works on Turnkey basis at CW AHMEDABAD-I,NADIAD,JAMNAGAR,GUJARAT.

CHECK POINTS FOR UPLOADING OF TECHNICAL BID DOCUMENTS BY THE TENDERER

Sl.No.	Activity	YES/NO/NA	Remarks
1(a)	(a) Whether copy of Partnership deed and GPA duly signed by all the partners uploaded in case tenderer is a partnership firm; or		
1(b)	(b) Copy of Certificate of Incorporation, Memorandum of Association and Articles of Association uploaded in case tenderer is a Company, copy of power of authority to sign the document also to be uploaded; or		
1(c)	(c) Copy of Registration Certificate in case of Co-operative Society / LLP and copy of power of attorney as may be applicable uploaded.		
2	Whether copy of audited balance sheet for preceding three financial years as per eligibility criteria uploaded. (Where the tenderer is not under legal obligation to get his Accounts audited, he can submit a Certificate of practicing Chartered Accountant certifying his Annual Turnover and Profit After Tax for preceding three financial years)		
3	Whether copies of audited statement of Profit & Loss for the past three Years uploaded?		
4	Whether copy of valid GSTN registration certificate uploaded?		
5	Whether Latest valid License for manufacturing of electronic lorry weighbridge issued by the State authorities uploaded?		
6	Whether proof of EMD uploaded.		
7	Whether proof of cost of tender document uploaded.		
8	Whether Digitally signed Tender Form and Tech. bid form uploaded?		
9	Whether rates in the rate Bid schedule uploaded? (Annex.-I)		
10	Whether certificate stating Satisfactory installation of 15 numbers pitless type ELWBs not less than 40 MTC uploaded.(ANNEX-IV)		
11	Whether License from Department of Metrology, Government of Gujarat or undertaking to submit within 30 days uploaded?		

SIGNATURE OF ISSUING AUTHORITY

SIGNATURE OF TENDERER



12	Whether Model approval up to 60MTC ELWB certificate from Director of Metrology, Govt. of India uploaded?		
13	Whether Proof of annual production capacity of 15 Nos. of 40/60 MTC ELWB from NSSIC/ SSIC/ DIC uploaded?		
14	Whether technical data filled up and signed by bidder (Schedule-I, Section-VIII),uploaded?		
15	Whether necessary plans, illustrations, catalogues or brochures, data, specifications and complete description of equipment offered to enable comprehensive assessment of its merits and performance uploaded?		
16	Whether required declaration-ANNEX-I is uploaded?		
17	Whether undertaking regarding downloading of tender uploaded (Annex.-II)		
18	Whether certificate of solvency of Rs.10.00 Lacs from a bank as per required format uploaded. (ANNEX-III)		
19	Whether Affidavit in respect of Sole proprietary Firm as per format uploaded.(ANNEX-IV)		
20	Whether power of Attorney(POA) as per required format uploaded.(ANNEX-V)		
21	Whether Affidavit by the person signing the tender as per format uploaded.(ANNEX-VI)		
22	Whether certificates Certifying that the bidder has not been Blacklisted and banned or debarred uploaded? (Annex.-VII)		
23	Whether MSME Document to claim exemption from EMD and tender Cost is uploaded? (Annex.-VIII)		
24	Whether required undertaking (If S/No.12 is not complied) for submitting license issued by Department of Metrology, Government of Gujarat uploaded(Annex.-IX)		
25	Whether all the cutting / overwriting Have been signed by you?		
26	Whether each page of the tender has been digitally signed as a token of proof Of having accepted all terms & Conditions?		