ODISHA STATE WAREHOUSING CORPORATION

BHUBANESWAR

TENDER DOCUMENT

Tender No. COM/TQ/30/VOL-III/2023-24/ 3257 ; Date- 06.08.2026

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4 NO. S OF NEW 60 MT CAPACITY FULLY COMPUTERIZED ELECTRONIC LORRY WEIGHBRIDGE (ELWB) ON TURNKEY BASIS IN ODISHA STATE WAREHOUSING CORPORATION (OSWC)

Availability of Tender Document	:As per GeM Portal
Last date for receiving queries	:Within 7 days of publishing of bid
Date for Pre-bid meeting	:Shall be intimated in Website of OSWC
Issue of Corrigendum, if any	:Shall be intimated in Website of OSWC
Last Date for Submission of bid	:As per GeM Portal
Detailed Address	:Odisha State Warehousing Corporation Plot no: 2, Cuttack Road Bhubaneswar-751006 Phone: 0674-2575157/7504208146 E-mail: md@oswc.in
Date and Time of Opening of Technical Bid	:As per GeM Portal
Date and Time of Opening of Financial Bid	:As per GeM Portal

Seal & Signature of the Bidder

Date:
Place:

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Date:
Place:

Seal & Signature of the Bidder

ODISHA STATE WAREHOUSING CORPORATION

BHUBANESWAR

Tender No. COM/TQ/30/VOL-III/2023-24/ 3257 ; Date- 06.08.2026

NOTICE INVITING TENDER

Online Tenders are invited under Two Bid System from the Manufacturers for entering into the Contract for "Supply, Installation, Testing & Commissioning (SITC) of 4 no.s of new Electronic weighbridges of 60 MT capacity pit less type Electronic Lorry Weighbridges with Digitizer and printer including civil works for the weighbridges i.e. foundation, approach ramps/roads (Dumerpani, Umerkote, Jagatsinghpur & Kendpalli) and 2 new cabins (Dumerpani, & Umerkote) including shifting of 1 old pit type weighbridge (Dumerpani) & buyback of 2 old pit type weighbridges (Jagastsinghpur & Kendpalli) on turnkey basis and also for Annual Maintenance of the new lorry weighbridge for **Three years** after guarantee period of **Two years** at the godown complex as per requirement during the currency of contract".

The tender documents containing detailed terms and conditions can be obtained from the website gem.gov.in and www.oswc.in from **date "As per GeM"** The last date and time of online submission of bid is **"As per GeM"**. Future amendments, corrigendum or other communication regarding this tender will be available only on GeM Portal/ www.oswc.in and will not be published in print media.

The Managing Director reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

06/08/26

Managing Director

Date:
Place:

Seal & Signature of the Bidder

ODISHA STATE WAREHOUSING CORPORATION

BHUBANESWAR

NOTICEINVITINGTENDER

Online tenders are invited under two bid system in the prescribed form and on behalf of the Odisha State Warehousing Corporation (OSWC) for "Supply, Installation, Testing & Commissioning (SITC) of 4 no.s of new Electronic weighbridges of 60 MT capacity pit less type Electronic Lorry Weighbridges with Digitizer and printer including civil works for the weighbridges i.e. foundation, approach ramps/roads (Dumerpani, Umerkote, Jagatsinghpur & Kendpalli) and 2 new cabins (Dumerpani, & Umerkote) including shifting of 1 old pit type weighbridge (Dumerpani) & buyback of 2 old pit type weighbridges (Jagastsinghpur & Kendpalli) on turnkey basis and also for Annual Maintenance of the new lorry weighbridge for **Three years** after guarantee period of **Two years** at the godown complex as per requirement during the currency of contract".

1. The Technical Bid and Price Bid shall be submitted online in GeM Portal (https://gem.gov.in)

i) TECHNICAL BID with the commercial details should be scanned and uploaded online on the portal (https://gem.gov.in) and Earnest Money should be deposited online as prescribed in the GeM portal.

ii) PRICE BID should be submitted online in the provided .xls/BoQ format. Price Bid will not be opened on the day and time of tender opening.Price Bids of only such tenderers whose technical bids are found 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 only through website of OSWC.

2. The work, as detailed in this tender shall be carried out in accordance with the attached instructions to tenderers, General terms &conditions of contract, special conditions for supply, installation & commissioning, scope of work, annexures, specifications and addenda, if any.

3. **BID SECURITY/EARNESTMONEY:**

The tenderer is required to deposit the Bid Security/Earnest Money (@ 4 % of estimate cost of Rs. 80,00,000/-) of **Rs.3,20,000/- (Rupees Three Lakh Twenty Thousand only)** along with technical bid through NEFT/RTGS in the A/c of OSWC as detailed in NIT.The details of transaction against payment of Earnest Money have to be scanned and uploaded in PDF format only within the period of bid submission. In case of NEFT/RTGS/ other electronically means the Bidder has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid.

Date:
Place:

Seal & Signature of the Bidder

Earnest Money Deposits in any other form will not be accepted. Tenders not accompanied with the details of online submission of the Earnest Money will be summarily rejected.

The Earnest Money shallbe liableto forfeiture ifthetenderer fails to keep the tender open for acceptance for the stipulated period of **45 days** (which can be further extended by **45 days** at the sole discretion of the Corporation) or after submitting his tender resiles from/or modifies his offer and/or the terms and conditions thereof in any manner, it being understood by him (tenderer) that the tender document have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation.

The earnest money will also be liable to be forfeited in the event of the tenderer's failure, after the acceptance of his offer, to furnish the requisite performance guarantee by due date without prejudice to any other rights and remedies available to the Corporation under the contract and in law.The contractor will also be **debarred** from participating in any future tenders of the Corporation for a period of **two** years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of OSWC provided all therecoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor/party.

The earnest money will be refunded or released, as the case may be to the unsuccessful tenderers within **60**days of the award of the contract.In the case of the successful tenderers, the earnest money will be converted into initial security deposit on the issue of the letter of acceptance of the tender and adjusted against the **Performance Security @ 5% of the contract value.**

No interest will be paid on the Earnest Money or the Performance Security as the case may be; the maximum value of SD shall be 5% of the tendered amount.

4. **PERFORMANCE SECURITY/ SECURITY DEPOSIT:**

The successful tenderer has to deposit an amount be equal to @ 5% of the tendered and accepted value (Contract Value) of the work as performance security in the form of :-

i) Deposit by in OSWC account with State Bank of India (mentioned vide NIT) through NEFT/RTGS,

OR

ii) An irrevocable and unconditional Bank Guarantee (including **e-Bank Guarantee**) issued by "Scheduled Commercial Bank" notified by RBI in the prescribed form available at page No. F-3 and F-4.

The performance security shall be deposited by the contractor within 15 days from the date of issue of tender **acceptance letter**.

5. The Tender documents setting forth details of work to be executed and conditions of contract can be downloaded from website www.oswc.in & (https://gem.gov.in)
6. The tenderer should quote the rates in BoQ as per GeM Portal in INR (Indian Rupees).
7. Technical Bids will be opened as per the NIT in the presence of tenderers or their authorized representatives who may wish to be present.
8. The tenders shall remain open for acceptance for a period of **45 days** from the date of opening of the tender.The Corporation however, shall have option to extend the validity of tender for a

Date:
Place:

Seal & Signature of the Bidder

further period of **45 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 and conditions of the tender or fails to submit Performance Guarantee, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money and the tenderer shall be debarred for **02** years and shall not be eligible to bid for any tender in OSWC from the date of debar order.

9. Offers, which are not made on turnkey basis, shall be treated as incomplete/invalid.

10. **The tenderer is to submit following documents online along with the Technical Bid:**

(i) Scanned copy of Certificate of PAN No and Tender Acceptance Letter (Annexure-B).

(ii) Scanned copy of latest valid Goods and Service Tax (GST) Registration certificate from concerned Authorities as applicable.

(iii) Scanned copy of License for manufacturing of electronic lorry weighbridge issued by the State authorities, Model Approval Certificate from Director of Metrology, Govt. of India/Govt of Odisha.

(iv) Scanned copy of License from Weights & Measurement Department of respective States (Odisha) as per Act/Rules for repairing and servicing of LWBs in their own name not required when bidder is manufacturer.

(v) Scanned copy of Certificate in respect of successful completion of 80% of the total number of weighbridges (similar jobs in Govt. or PSUs) proposed to be installed through the said NIT or minimum one No., whichever is more. Fraction worked out @80% of the total Nos. of weighbridges shall be rounded off always on higher side.

(vi) Scanned copy of "Profit & Loss Account" as documentary proof for having Annual Turnover for a minimum of Rs.2.00 crores for preceding last three four financial years, out of which the best three years are to be considered for the purpose. The Profit and Loss statement and the Balance sheet submitted by the tenderer must be certified by a Chartered Accountant.

(vii) Scanned copy of documents in proof towards the payment of Tender fee (if applicable) indicating UTR no. and date of payment.

(viii) Scanned copy in proof of Earnest Money Deposit indicating UTR No. and date.

(ix) Scanned copy of Power of attorney/Director's resolution authorizing a person to sign the tender document.

(x) Scanned copy of Undertaking as per Annexure-II to be submitted on letterhead of the firm.

(xi) Scanned copy of Undertaking as per Annexure-VII to be submitted on letterhead of the firm.

(xi) Scanned copy of Form of tender on bidder's letter head.

11. Tenderers who have been blacklisted or whose EMD has been forfeited or having adverse report for unsatisfactory completion/ performance and poor after sales & service from OSWC, Govt. or Quasi Govt. organizations, its Technical Bid is liable to be rejected.

12. **Bank Details:**
A/c No. 10066713068, IFSC: SBIN0007047
Address: State Bank of India (SBI), Laxmisagar Branch, Bhubaneswar, Odisha

04/09/26

Managing Director

Date:
Place:

Seal & Signature of the Bidder

INSTRUCTION FOR ONLINE BID SUBMISSION

The tender shall be submitted online in two parts, viz. Technical bid and Price bid.

1. TECHNICAL BID

The following documents are to be scanned and uploaded within the period of bid submission furnished by the Contractor along with Technical Bid as per the tender document:

i) Scanned copy of Certificate of PAN No. and Tender Acceptance Letter on bidder's letter head (Annexure-I).

ii) **Scanned copy of latest valid Goods and Service Tax Registration certificate from concerned Authorities as applicable.**

iii) Scanned copy of License for manufacturing of electronic lorry weighbridge issued by the State authorities, Model Approval Certificate from Director of Metrology, Govt. of India/Odisha.

iv) **Scanned copy of License from Weight & Measurement Department of Odisha (Directorate of Legal Metrology) as per Act/Rules for repairing and servicing of ELWBs in their own name not required when bidder is manufacturer.**

v) Scanned copy of "Profit & Loss Account" as documentary proof for having Annual Turnover for a minimum of Rs.2.00 crores for preceding last four financial years, out of which the best three years are to be considered for the purpose. The Profit and Loss statement and the Balance sheet submitted by the tenderer must be certified by a Chartered Accountant.

vi) Scanned copy of **Experience Certificate** in respect of successful completion of 80% of the total number of weighbridges in Govt. / PSUs / Pvt. Organizations- Private Limited / Public Limited only) proposed to be installed through the said Contract or minimum one No., whichever is more in the last 3 years. Fraction worked out @ 80% of the total Nos. of weighbridges shall be rounded off. The experience certificate issued by an organization other than Government Departments / PSUs submitted by the tenderer must be certified by a Chartered Accountant or a Company Secretary.

vii) Scanned copy of documents in proof towards the payment of Tender fee (if applicable) indicating UTR No. and date of payment.

viii) Scanned copy in proof of Earnest Money Deposit indicating UTR No. and date.

ix) Scanned copy of Power of attorney/Director's resolution authorizing a person to sign the tender document. If period of validity of Power of attorney is not specified therein, an affidavit from the firm/Company stating that Power of attorney valid on the date of tender submission.

x) Copies of Registration certificate under Indian Partnership Act in case of Partnership Firm along with partnership deed / Company Incorporation certificate along with Memorandum of Association and Article of Association in case of Ltd. Company / Affidavit in case of proprietary firm along with power of attorney and other documents as per the conditions stipulated in clause 17 under "Constitution of the firm" of Section D.

xi) Scanned copy of Undertaking as per Annexure-II A & Annexure-VII to be submitted on letterhead of the firm.

2. PRICE BID

Annexure of price bid in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work)

Date:
Place:

Seal & Signature of the Bidder

GENERAL INSTRUCTIONS TO TENDERERS

1. The tenderer shall go through the entire tender document.

2. The tenderer is advised to inspect the sites on his own cost and 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 contract documents shall be drawn up in English language.

6. A complete break-up of prices quoted in *BOQ* under financial bid.

7. **All Tendered rates shall be inclusive of all taxes (including Goods and Service Tax) and levies payable under respective states. The amount of Goods and Service Tax attributable towards the liability of the Contractor shall be paid by the Corporation to the contractor on production of GST invoice.**

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 there for 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 of 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.

Date:
Place:

Seal & Signature of the Bidder

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 the extent of provision of load cells and civil works, 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 submit firm dates for completing the works. The total time stipulated for completion of the works shall be governed by clause 27 of the Special Conditions for Supply, Installation, Testing and Commissioning.
14. The tenderer shall be responsible for securing necessary import licence or customs clearance, permit or permits as may be necessary. The Corporation will not make available any foreign exchange or import licence for this work.
15. If a tenderer finds discrepancies or omissions from the tender documents or should additional information or clarification be required, the tenderer shall at once notify Odisha State Warehousing Corporation, Corporate Office, Bhubaneswar (only to md@oswc.in) in writing, who will then issue an addendum in that regard to all the tenderers, if considered necessary. Such information shall be submitted immediately but not later than **10 days** before the date fixed for opening of tenders. No oral interpretations shall be made or be considered binding and all addenda shall be listed in the tender form and become part of the contract documents.
16. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery of equipment/materials, the place of execution of works or place of payment under contract, the contract shall be deemed to have been entered into at OSWC, Corporate Office, Bhubaneswar. The disputes arising out of the contract shall be subject to exclusive jurisdiction of the Courts situated in Bhubaneswar.

17. 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.
18. 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.

19. **The tenderer should possess requisite dealership/ repairing/ manufacturing License & Model Approval issued by the Center/State Legal Metrology Authority as per the related Act.**

20. Besides above, the tenderers must have at least one authorized / local tie-up / hired service centre within the state of Odisha where the work is proposed so that in the event of a break down or major defects which cause complete dislocation of weighbridge operation, the same is attended to and rectified within a period of 2 days (two) from the date of receipt of intimation by the firm or its branch office, failing which damages as per NIT will be levied on the firm. The tenderers are required to submit an undertaking for the same as per prescribed format (Annexure-II).

Date:
Place:

Seal & Signature of the Bidder

21. **Pre-Bid Conference / Meeting**: - A pre-bid meeting will be schedule by OSWC virtually; to clarify the doubts (if any) of the potential bidders in respect to this NIT and the records of such meeting shall be published on the OSWC website as Pre-Bid Clarifications/Corrigendum. The web-link of Pre-bid meeting shall be shared through the mail to the prospective bidders those who have submitted the pre-bid queries. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the department email id [gm@oswc.in and mark a copy to md@oswc.in] within 7 calendar days of publishing of the bid (One Mail-ID Per Bidder is allowed to submit the query only). Failure to submit the queries within the prescribed date will result in non-consideration of the queries. If same bidder submits the query in multiple mail ids, then the bidder's query will not be considered.

22. Detailed Scope of Work:

i. SITC (Supply, Installation, Testing & Commissioning) of new 60 MT pit less ELWB at OSWC, Umerkote and construction of new cabin.

ii. SITC (Supply, Installation, Testing & Commissioning) of new 60 MT pit less ELWB at OSWC, Dumerpani in place of the old weighbridge and shifting of the old weighbridge to the second campus and construction of new cabin near old weighbridge.

iii. SITC (Supply, Installation, Testing & Commissioning) of new 60 MT pit less ELWB at OSWC, Kendpalli replacing the old pit type ELWB.

iv. SITC (Supply, Installation, Testing & Commissioning) of new 60 MT pit less ELWB at OSWC, Jagatsinghpur replacing the old pit type ELWB.

v. Providing CAMC (Comprehensive Annual Maintenance Contract) for these 4 weighbridges for 3 years after the guarantee period of 2 years.

vi. Bidder should quote the price considering the present condition of the 2 old pit type ELWBs of OSWC, Kendpalli & Jagatsinghpur for buy back purpose. These two ELWBs are to be replaced and the cost of dismantling, shifting etc. are to be borne by the bidders and no additional cost shall be provided by OSWC.

vii. Bidders are advised to visit the sites and conduct survey before quoting the price.

viii. The bidders are also advised to visit the official website of OSWC (www.oswc.in) regularly.

06/07/20

Managing Director

Date:
Place:

Seal & Signature of the Bidder

GENERAL TERMS & CONDITIONS

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 Odisha State Warehousing Corporation, 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 or MD**" means the Managing Director of the OSWC.

1.3 "**Engg.** " means the Engineering Division of OSWC.

1.4 "**CGM**" means the Chief General Manager of OSWC.

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 "**Sub -contractor**" means any person, firm or company or Corporation having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Corporation furnishing the machinery or equipment called for in the contract and worked to a special design according to the specifications and also a person, firm, company or Corporation erecting the machinery or equipment under the contract.

1.7 "**Other Contractor**" or "**Others**" means any person or firm or company or Corporation employed by or having a contract directly or indirectly with the Corporation otherwise than through the contractor.

1.8 The expression "**Contract**" means the documents forming the tender and acceptance thereof and includes the invitation to tender, Instructions to tenderers, formal agreement executed between the Corporation and the Contractor, general conditions of contract, special conditions for supply, installation & commissioning including civil works together with documents referred to therein, technical specifications, schedules and drawings.

1.9 "**Tender**" means the offer made by an individual firm/firms or company/companies for the execution of the works.

1.10 "**Tenderer**" means the Firm / Firms or Company/ Companies submitting a tender.

1.11 "**Acceptance of Tender**" means the letter or memorandum from OSWC communicating to the tenderer the acceptance of his tender.

1.12 "**Contract Price**" means the total and all-inclusive sum named in the acceptance of tender subject to such additions thereto or reductions there from as may be made under the provisions hereinafter contained.

1.13 "**Work/Works,**" means and includes the supply installation testing and commissioning of

plant, equipment and machinery and all connected Engg. and other items of work on turn-key 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.

1.14 "**Equipment(s)**" means all kind of machines or apparatus or appliances both mechanical and electrical including fabrication of any kind at workshops or at site which the contractor has contracted to procure, supply and install at his cost according to the terms of the contract.

1.15 "**Drawings**" means the drawings referred to in the tender documents including any modifications of such drawings 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.

1.16 "**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.

1.17 "**Approved**" means approved in writing including subsequent written confirmation of previous verbal approval and "**approval**" means approval in writing including as aforesaid.

1.18 "**Scheduled Bank**" means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.

1.19 "**Month**" means calendar month.

1.20 "**Unit**" means metric unit.

1.21 "**Test**" means such tests as are prescribed by the 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.

Date:
Place:

Seal & Signature of the Bidder

2.3 Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Corporation.

3.0 Forfeiture of Bid Security/Earnest Money Deposit:

The earnest money deposited by the tenderer in terms of para 3 of the Invitation to Tender may be forfeited at the option of the Corporation in case the tenderer should resile from or modify or withdraw his tender before the expiry of 45 days and further extended period under para 8 of the Invitation to the Tender from the date of opening of the tender or fail to deposit the initial security deposit prescribed in **para 3** of the Invitation to Tender, and it being understood that the tender documents have been made available to the tenderer and the tenderer is being permitted to tender in consideration of his agreement to this stipulation. If the tenderer whose tender considered for acceptance fails to furnish the prescribed Performance Security/ Performance Guarantee within prescribed period, the EMD will be absolutely forfeited by the Odisha State Warehousing Corporation (OSWC).

4.0 Security Deposit:

4.1 Security Deposit will be collected by deduction from the running bill of the contractor @ 5% of the contract value without limit in addition to the performance guarantee.

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

5.0 Refund of Security Deposit:

Subject to the other terms and conditions of this contract, the amount of security deposit will be refunded to the contractor after adjusting 'over-payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at that time), if any, and after the final bill has been paid and a 'No demand Certificate' is furnished and "No Dues Certificate" submitted by concerned Depot In-charge/WHM and verification by Engineering Division, OSWC after completion of guarantee 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 per NIT

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.

Date:
Place:

Seal & Signature of the Bidder

7.0 Performance Security/ (as Bank Guarantee)

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

7.1(b) Contractor has to deposit an amount equal to 5% of the tendered and accepted value of Comprehensive AMC for 3 year, before 15 days of completion of guarantee period of 2 years as subsidiary Performance Guarantee. The subsidiary performance guarantee shall be deposited to the concerned Depot In-charge/WHM. The subsidiary performance guarantee amount shall be deposited in the details of bank account provided by the Engineer-in-charge.

7.2 Refund of Performance Guarantee:

7.2(a) Subject to the other terms and conditions of this contract, the amount of initial performance guarantee will be refunded to the contractor after completion of guarantee period of 2 years from the date of recording of completion certificate for the work by the competent authority. The initial performance guarantee amount shall be refunded to the contractor without any interest.

7.2(b) Subject to the other terms and conditions of this contract, the amount of subsidiary performance guarantee will be refunded to the contractor after completion of AMC period of 3 years from the date of recording of completion certificate for the work by the competent authority. The subsidiary performance guarantee amount shall be refunded to the contractor without any interest.

7.3 Forfeiture of Performance Guarantee:

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

8.0 Work 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 touching or concerning the work.

9.0 Compensation/liquidated damages for delay:

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies, the Corporation may have against the contractor, a

sum equivalent to **1 %** of contract value for every week's delay as compensation (and not as a penalty) which is the reasonable pre-estimate of damage 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%** of the contract price of work. **The authority for deciding compensation shall be the Managing Director, OSWC for the said work order**. Such decision in writing from the Managing Director, OSWC 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.

10. Force Majeure Conditions:

10.1 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.

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

i) That, within 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.

10.3 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, after six months the contract will be terminated.

11. Breach of Contract:

11.1 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.

Date:
Place:

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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 un-workman like manner shall neglect to comply with the requirements of such notice for a period of 15 days thereafter or if the contractor shall delay or suspend the execution of the work so that, in the judgments of the 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 if the court makes 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.

11.2 Rescinding Contract:

When the contractor has made himself liable for action under any of the cases under Clause No.11.1, 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 at the Risk & Cost of 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) at the cost of the contractor in all respects 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 actual price or at the current market rate whichever *is* less. Alternatively, clearance of these materials as also debris, if any, from the site shall be done at the cost of the contractor.

Date:
Place:

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c) After giving due notice to the contractor to measure the work done by 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 & cost of the 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 will 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 recourse.

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-9 and other provisions of this contract.

11.3 Termination of the contract:

11.3.1 Termination for Default

The OSWC 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.

- If the contractor breaches any of the terms and conditions of the contract.
- 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 OSWC in writing.
- If the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from OSWC.
- If the Contractor in the judgment of OSWC has engaged in corrupt or fraudulent practices in completing or in executing the contract.

In the event, OSWC terminate the contract in whole or in part, OSWC may get such services done, upon such terms and in such manner as it deems appropriate and the Contractor shall be liable to OSWC 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 OSWC as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 9.0

11.3.2 Termination for insolvency

OSWC 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 OSWC.

11.3.3 Termination of the contract

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 alternations 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.

12. Suspension of works:

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

13. 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 the Corporation.

14. 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.

15.0 Price Variation:

Save 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.

16.0 Charges, Taxes, Duties, Exchange Rate, Royalties, Patent Rights and other liabilities:

16.1 Charges, Taxes:

The contractor shall defray all charges, such as rent, toll, local taxes, other payments and compensations, if any, in connection with the procurement and handling of equipment, materials, fabrication of the plant, machinery or any method of process connected with the works or temporary works. All these charges/taxes including GST, if applicable, shall be borne by the contractor and shall be deemed to be included in the tendered amount and the Corporation shall not make any payment separately for such charges.

16.2 Duties:

All import, customs, excise duties, payable in respect of any plant and materials to be incorporated in the work covered by the contract shall be included in the tendered amount. The contractor shall submit along with the tender a complete list of all materials and equipment, which he considers necessary to import into India for the purpose of this work. It is the responsibility of the tenderer to arrange the required foreign exchange on his own. The Corporation will have no liability on this account. No claim of the tenderer will be entertained for the purpose of reimbursement of any such duties.

16.3 Goods and Service Tax:

All Tendered rates shall be inclusive of all taxes and levies (**including** Goods and Service Tax) payable under respective statutes. The amount of Goods and Service Tax attributable towards the liability of the Contractor shall be paid by the Corporation to the contractor on production of GST invoice.

16.4 Royalties:

The contractor shall obtain licenses and pay royalties for any patented equipment or machinery or process used or to be used on 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.

16.5 Patent Rights:

The contractor shall indemnify the Corporation from and against all claims, demands,

actions and proceedings and all costs arising there from for or on account of licence 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.

16.6 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.

16.7 Transportation and Insurance:

State wise Freights, packing, forwarding and insurance charges on imported/indigenous items up to work site shall be arranged and paid by the contractor and his tendered amount shall separately indicate these charges. 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. The transportation cost will be considered for evaluation of bid.

16.8 Electricity and Water-charges:

The contractor shall make his own arrangement and pay the expenses for obtaining service connections for electricity required for the work and shall pay all the electricity charges thereof.

The contractor shall make his own arrangement and pay the expenses for obtaining water for construction, drinking and for other purposes and also pay the consumption charges.

16.9 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.

16.10 Bye Laws of Local authorities:

a) The contractor shall conform to the provisions of any Government Acts, which relate to works and to the regulations and byelaws of any local authorities. The contractor shall give all notices required by the said Acts or laws, etc. and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachments, costs of restorations, etc., and all other fees payable to the local authorities.

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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.

17.0 Constitution of the Firm:

17.1 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.

17.2 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.

17.3 If the contract is not determined as provided in Clause 17.2 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 32 of the Partnership Act has been sent by him to the Corporation by registered post acknowledgement due.

17.4 A Person or persons shall state their capacity/designation i.e. Sole proprietor/Director/ Partner/Power of attorney holder/Authorised signatory while uploading/ submitting/ signing the tender document.

17.5 In case of Proprietary firm, submitting the tender through his Attorney / Authorised signatory/Manager, shall submit/upload the Authenticated document duly executed on non-judicial stamp paper duly Notarized/ Registered. If period of validity of Power of attorney is not specified therein, an affidavit shall also be submitted stating that the validity of power of attorney/ Authorization is valid on the date of tender submission.

17.6 In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copies of registration certificate under Indian Partnership Act issued by Registrar of Firms in respect of partnership firm, Deed of Partnership, power of attorney duly executed on a non-judicial stamp paper of appropriate value duly Registered / Notarized. If period of validity of Power of attorney is not specified therein, an affidavit from the firm stating that Power of attorney valid on the date of tender submission.

17.7 In case of Limited Company, the names and addresses of all the Directors, Bankers and Auditors shall be mentioned and it shall be certified that the person signing/ submitting the tender is empowered to do so on behalf of the company. Scanned copies of Memorandum and Articles of Association of the company, Certificate of Incorporation issued by Registrar of Companies, resolution of Board of Directors (BOD) authorizing the signatory to sign the tender shall be uploaded. If period of validity of Power of

attorney is not specified therein, an affidavit shall also be submitted to that effect stating the validity of Board resolution/ Authorization valid on the date of tender submission.

17.8 The "Power of Attorney" should be signed by all the partners in case of Partnership firm, by the Proprietor in case of Proprietary firm, and by the Directors in case of Limited Company.

17.9 Where the contractor is a Partnership Firm, the previous approval in writing of the Contracting Authority shall be obtained before any change is made in the constitution of the firm. A Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall be summarily rejected.

18.0 Address of the contractor and notices and communications on behalf of the Corporation.

18.1 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 any omission to notify a change of address in the manner aforesaid.

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

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

19.1 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.

19.2 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.

19.3 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.

19.4 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.

Date:
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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.

20.0 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 11 hereof, and also to the payment of any loss or damage resulting from any such termination.

21.0 Official Secrets and photography:

21.1 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.

21.2 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.

22.0 Employment of retired Government servants:

22.1 No Engineer or Administrative Officer of Gazetted rank in any department of Government 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 Government of India.

22.2 The contractor, while submitting the tender, shall declare that no such officers without permission are engaged by him in any capacity. Any violation of this order of the Central Government detected at any time shall be treated as breach of contract and shall be dealt with under Clause 11 of this contract. The Corporation shall be the final authority to decide on the penalty to be imposed on the contractor in such an event.

23.0 Laws:

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

23.2 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 OSWC, Bhubaneswar within the ordinary civil jurisdiction of the Courts at Bhubaneswar.

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23.3 **Latest OPWD Manual, schedules and specifications will be applicable for all Civil and Electrical works unless otherwise specified in the tender documents.**

24.0 **Annual Maintenance:**

The Annual Maintenance Contract (AMC) of LWBs will be done by concerned Zonal Manager/Depot In-charge after guarantee period through the contractor.

The 3-year AMC after the 2-year guarantee period is included inside the contract. The AMC is comprehensive in nature and includes all items like load cell, Digitizer, Junction Box, Jumbo Display, Computer, Printer, CVT, UPS etc. Mandatory quarterly visit has to be made to ensure preventive maintenance. The contractor shall attend to the complaint of ELWB within the shortest possible time, maximum within 2 days from the date of receipt of complaint from the concerned ZM/WHM either through Email/ SMS/Telephone/Watsapp etc. **The weighments charges, if any, will be incurred by OSWC for the first 2 days (48 Hrs from the date of notice to the contractor) shall be borne by the Corporation.** In case the defect of LWB is not rectified within the period of 2 days from the date of notice of complaint by OSWC, then a penalty @Rs.500/day for the period which the machine remains out of order beyond first 2 days or expenditure incurred by the Corporation on private payment including weighments of first 2 days whichever is higher will be imposed on the Contractor.

The items/spares should be new and genuine. The items/spares replaced during the AMC period will be the property of OSWC.

Overhauling and Painting of the ELWB structure with one coat of anti-corrosive primer and one coat of black paint with yellow markings as specified by the OSWC Engineer/WHM, to be done at the start of the AMC period (i.e. once in a year at the start of AMC of the year).

25. In case of change / replacement of digitizer within the CAMC period, the contractor must ensure that all the pre-requisite conditions (pre-requisite conditions include access / availability of the source code of the API, login credentials including password, any other necessary requirement for integration of the new digitizer with the desktop / DOS) are met. The contractor will have to submit the hard copy as well as the soft copy (in word file- **.docx** format) of the API (Application Programming Interface) code to the Depot In-charge/ZM as well to the OSWC, Corporate Office at the time of installation of new digitizer or start of the AMC period, whichever is applicable.

26. The contractor must ensure that the corporation has all the details necessary for integration of digitizer with the desktop system / DOS/WMS/e POS in an event where the digitizer is changed / replaced with the one from a different brand / manufacturer after the completion of the CAMC period of three years.

Date:
Place:

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SPECIAL CONDITIONS

FOR SUPPLY INSTALLATION TESTING & COMMISSIONING (SITC)

27.0 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.

It also comprises of shifting of the old pit type weighbridge to the second campus and it is to be noted that the new cabin is to be constructed in the second campus near the old weighbridge and the new weighbridge is to be installed in the first campus where a cabin has already been constructed.

27.1 The entire SITC work must be completed within **45 days** (calendar days) from the date of issuance of the work order.

28.0 Drawings:

28.1 The contractor shall supply four complete sets of all drawings relating to the equipment as well as their installation at his cost (Mechanical, Electrical and Civil Drawings).

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

28.3 Contractor's responsibility for errors in Drawings/ designs:

The contractor shall be responsible for and shall bear the cost of any alterations of the work due to any discrepancies, errors or omissions in the drawings, designs or other particulars supplied by him.

29.0 Time for completion and time extension:

29.1 Total time stipulated:

The total time stipulated for completion of all the works up to the date of issue of "Taking over certificate" shall be indicated by the concerned Regional Office of OSWC, taking into consideration the quantity of Weighbridges to be ordered.

29.2 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 depot within the overall period stipulated in clause 27.1 from the date of commencement of work to the date of taking over.

Date:
Place:

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29.3 Extension of time for completion:

Should the amount of extra or additional work of any kind or other special circumstances beyond the contractor's control, referred to in Clause-10 which may occur be such as to delay the completion of the work, the contractor shall apply in writing to the Corporation for an extension of time for completion of the work within 10 days of such occurrence but before the expiry of the stipulated date of completion. The Corporation may grant extension of time to contractor to the extent considered necessary. No extra payment shall be made to the contractor on any account for such extension of contract period. Any extension granted shall be without prejudice to the right of the Corporation to recover compensation by way of liquidated damages in accordance with Clause-9 of this contract.

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

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

30.0 Contractor's Supervision:

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

30.2 Misconduct of the contractor's staff:

The Corporation shall be at liberty to object to and require the contractor to remove from the works any person who engaged by the contractor 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 reemployed in and about the site of the works. Any person so removed shall be replaced forthwith by a competent substitute failing which such action of the Contractor will be termed as breach of contract and the consequences will follow.

30.3 Contractor's responsibility for method of working and equipment

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

30.4 Setting out works, levels, alignment & measurements:

The contractor shall be responsible for the true and proper setting out of works and for the correctness of the location levels, dimensions and alignment of all parts of the works. He shall arrange to supply 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.

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

30.6 Care of site:

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

30.7 Contractor's office and stores:

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

30.8 Care of Works:

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

31.0 Co-ordination with others:

The Corporation reserves the right to let other contracts, in connection with the undertaking of which the work is a part and the contractor shall connect properly and co-ordinate his work with that of others. If any part of the Contractor's work depends for its proper execution or result upon the work of others, the contractor shall in writing report promptly to the Corporation any defects in the work of such others as may interfere with the proper execution of the contractor's work. Should the contractor fail to inspect and report, he shall have no claim against the Corporation by reason of the defective or unfinished work of others except as to the latest defects not reasonably noticeable at the time of the commencement of contractor's work. The contractor shall arrange his schedule of work and method of operation to minimize inconvenience to others on the projects. In all matters of conflict of interest the Corporation shall direct what shall be done by each party.

32.0 Free access to work site:

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

33.0 Inspection of works:

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

33.2. Examination of work before covering up:

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

33.3 Uncovering of work:

The contractor shall uncover any part or parts of the work and shall reinstate and make good such part or parts to the satisfaction of the Corporation. If any such part or parts have been covered up or put out of view after compliance with the requirements of Clause 31.2 and are found to be executed in accordance with the contract, the expenses of uncovering or reinstating and making good the same shall be borne by the Corporation but in any other case all expenses shall be borne by the contractor and shall be recoverable from him by the Corporation from any moneys due or which may become due to contractor. In such cases, the cost of executing the original work, which is, found to be defective and or not according to specifications will not be paid to the Contractor.

34.0 Site order book and rectification of defects:

34.1 Site Order Book:

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

34.2 Rectification of defects:

If, during the progress of the work, the Corporation *observes* and notify in writing to the contractor that the contractor executed any unsound or imperfect work or 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.

Date:
Place:

Seal & Signature of the Bidder

35.0 Damage to works:

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

36.0 Interference with traffic, extraordinary & water borne traffic:

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

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

36.3 Where the nature of work is such as to require the use by the Contractor of water borne transport, the provisions of Clause 34.2 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.

Date:
Place:

Seal & Signature of the Bidder

37.0 (A) Labour and Labour Regulations:

37.1 Engagement and conditions of Labour:

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 & Abolition) Act, and the Rules 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.

37.2 Minimum Age:

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

37.3 Liability of Personnel:

All persons employed by the Contractor shall be engaged by them as their own employees in all respects. The contractor shall comply with the provisions of all applicable laws and labour legislations including the requirements of the payment of wages Act of the Central Government and the State Govt., Payment of Bonus Act, 1965. Employees Provident Fund Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under and any modifications thereof, I D Act-1947, Employees State Insurance Act, Equal Remuneration Act, 1976, Factories Act,1948, IE(Standing Order) Act,1946, Minimum Wages Act,1948, Payment of Gratuity 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.

37.4 Minimum Wages:

The Contractor shall pay not less than minimum wages to the workers engaged by him. Minimum wage is the wages notified by the appropriate authority and as amended from time to time. 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 without prejudice to the rights of the Corporation to resort to such other legal recourses under the contract for breach of contract. Provided that equal wages to women labour at par with men shall be paid for similar nature of work. The contractor shall maintain necessary records and registers like Wage Book, Wage Slip, Register of Unpaid Wages, Register of Fines etc.

Date:
Place:

Seal & Signature of the Bidder

37.5 Labour Return:

The Contractor shall be liable for making contributions in accordance with the provisions of the EPF and MP Act, 1952 on the scheme framed there-under.

The contractor shall also maintain such record and also submit such returns as may be prescribed under the Act to the authority designated in the EPF Act, 1952 of the scheme framed there-under and to the OSWC. The Contractor shall also make available such records and returns as may be prescribed and or demanded for inspection of the officers of RPFC/OSWC. If on account of the default of the contractor in making such payments or for any other reasons the Corporation make such contributions on behalf of the contractor, OSWC shall be entitled to settle against the amount due to the contractor.

The contractor shall submit by 5th of every month a true statement in terms of the number of labourers employed by him on work, their working hours, wages paid, accidents, if any occurred in the last fortnight, the number of female workers engaged, maternity benefits availed etc.

The contractor shall comply with all the requirements and statutory provisions under the Contract Labour Regulation & Abolition Act, Labour Laws, Industrial Laws and ID Act. The contractor shall at his cost and expense provide the canteen facility, rest rooms, latrines and urinals facility, washing facility, first aid facility, weekly off, attendance allowance, maternity benefits etc. To the contract labourer engaged by him and maintain at all times verifiable proofs for the same. On the failure of the contractor to provide any facility and to comply with any of the provisions under the Contract Labour (R&A) Act, 1970 in the case the Corporation pays/incurs any expenses for providing such benefits to meet out the legal obligations, the same shall be recovered from the contractor and also will be deducted from the bills/SD payable to the Contractor. The failure of meeting out such statutory obligations by the contractor will also be termed as breach of this contract. The contractor shall indemnify the Corporation for any losses/liability caused by his such conduct arising out of any meeting out the statutory obligations as above. In case the contractor fails to mend any such breaches within the time stipulated by the Corporation, the Corporation will be at liberty to take necessary action for breach of contract, at the risk and cost of the contractor.

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.

37.6 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.

Date:
Place:

Seal & Signature of the Bidder

37.7 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 neighbourhood 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.

37.8 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.

37.9 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.

37.10 Observance by sub-contractors:

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

37.11 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.

37.12 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.

Date:
Place:

Seal & Signature of the Bidder

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 Section12 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.

37.13 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.

37.14 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.

37.15 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 connections therewith have due regard to all religious festivals and other customs.

37.0(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) (a) Safety Precautions:

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 whensoever 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.

38.0 Workmanship, Materials, Samples & Testing:

38.1 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. 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.

38.2 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.

38.3 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.

Date:
Place:

Seal & Signature of the Bidder

38.4 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.

38.5 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.

39.0 **Payment Terms:**

39.1 All payments under the contract will be made in Indian currency by RTGS/NEFT on a branch of the State Bank of India or any nationalized bank. Payment to the contractor will be made by the Corporation on submission of original bill(s) to the Managing Director with supporting documents as the case may be, in accordance with the following procedure and after deducting security deposit as laid down in NIT.

The contractor shall ensure that the invoice to be raised with OSWC is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of Tax credit by OSWC. The OSWC reserves the right to release the payment of GST amount only post matching of the invoices in the GSTN System. This shall be ensured by the contractor that the invoice raised by him during a month is appropriately reported in GST returns of the said month.

For equipment:

i) **70% of the cost of equipment quoted (inclusive of GST, packing, forwarding, transportation, Insurance etc.) after deducting Security Deposit on production of following documents mentioned from (a) to (f) and completion of civil works as mentioned at Sl. No. (g) below:**

a) Evidence of receipt of equipment at site.

b) Signed bill/ invoice in triplicate.

c) Packing list.

d) OSWC's officers' (Zonal Manager, Engineer of OSWC & depot In-charge) inspection certificate at site of delivery.

e) Manufacturer's test certificate(s) including test report of the load cells manufacturer.

f) Comprehensive insurance policy covering storage and erection of equipment till its commissioning as per tender document.

g) On casting of RCC raft for WB foundation.

Date: **Seal & Signature of the Bidder**

Place:

ii) 30 % of cost of equipment will be paid on installation & commissioning and stamping of the weighbridges and issue of taking over certificate (after deduction of rest Security Deposit if any).

B. For Civil and Electrical Works:

i) 50 % of cost of civil and electrical works will be paid after completion of the foundation of weighbridge and cabin up to roof level (including casting of roof slab).

ii) 50 % of the cost of civil and electrical works together with 30 % of the installation and stamping and commissioning charges will be paid on commissioning and stamping of weighbridge and issue of taking over Certificate.

39.2 (a) No interest will 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 & Surcharge as applicable will be recovered from all the bills.

(c) The rate quoted by the bidder for SITC shall be inclusive of cost of dismantling (if any) of existing weighbridge including weighing and recording equipments in the cabin, making suitable foundation and any modifications, replacement of old and existing Electrical wiring and switches but without electrical gadgets in case of replacement/ up-gradation of existing ELWB.

40.0 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.

40.1 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.

Date:
Place:

Seal & Signature of the Bidder

40.2 Final Bill

When the final bill has been prepared, the Corporation shall give thirty days notice to the contractor to countersign the bill in token of acceptance; the contractor shall countersign the bill, within the above thirty days, or intimate in writing his intention to dispute particular details. In the latter event he shall submit within a further period of thirty days a comprehensive list of the disputed items with all reasons for the dispute.

Should the contractor fail to take appropriate action as above within the periods prescribed, the bill prepared by the Corporation shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

40.3 Overpayment:

In case any over-payment made to the contractor is detected 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), performance guarantee and security deposit. In case the amount claimed in the subsequent bill(s), performance guarantee and the security deposit is not sufficient to cover the over payment and interest thereon or if any overpayment is detected 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 5 & 7 of section-D immediately on demand.

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

41.1 Power to make alterations:

The corporation shall have the power to make in writing any alterations in, modifications and amendments to, omissions from, additions to, deviation from and substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary, or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him by the Corporation. Such alterations, modifications, amendments, omissions, additions, deviations or substitutions shall not invalidate the contract. Any altered, modified, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works shall be carried out by the contractor on the same condition in all respects on which he agreed to the main works, and at rates derived according to Clause 41.2.

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.

Date:
Place:

Seal & Signature of the Bidder

41.2 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) and (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.

42.0 Guarantee:

42.1 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 are of first class quality and as per specifications and that whole equipment will operate successfully in all respect required by the specifications with no undue noise, heating, straining of parts, wear and vibration, even during voltage fluctuation.

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

42.2 Date of commencement of Guarantee:

The guarantee for all plant, equipment and work done including load cells & computer with accessories, shall commence on the date of taking over certificate in terms of Clause-41 of this Section.

Date:
Place:

Seal & Signature of the Bidder

42.3 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 2 (two) days from the date of receipt of intimation by the firm or its branch office, a genuine pre-estimated damage @ Rs.500/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by OSWC on private weighments beyond the period of 2 days whichever is higher, will be levied on the firm subject to the maximum of 10% of the value of the contract per site. The pre-estimated damage will be determined for each site separately. The compensation of such private weighments got done by OSWC 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-9 Section-D. Thus, OSWC 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.

42.4 Rejection:

If during the period of guarantee as defined under Clause 40.3 hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately.

42.5 Failure to rectify defects:

Failure to rectify any defects or replaces such equipment or material, which shall have been notified to him in writing during the period of guarantee, it shall be deemed a breach of contract under Clause-11 and the Corporation shall take appropriate action including recovery from Performance Guarantee and Security Deposit.

42.6 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.

Date:
Place:

Seal & Signature of the Bidder

42.7 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 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 tothecontractor.Thisiswithoutprejudicetoanyotherright,whichtheCorporation may have against the contractor under law and/or under this contract.

42.8 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.

42.9 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-36.

42.10 Contract valid during Guarantee period:

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

42.11 Service during guarantee period

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

Date:
Place:

Seal & Signature of the Bidder

43.0 Taking Over:

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

43.2 Details of Trial Run/Test Run and consequences of failure:

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

43.3 Establishment of Record:

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

43.4 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 in the form prescribed 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 within 30 days from the date of stamping.

Date:
Place:

Seal & Signature of the Bidder

43.5 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 berepeatedandtheresultsthereofconfirmedbytheestablishmentofthisrecord.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.

43.6 Repeated Inspection:

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

43.7 Remedies:

The contractor shall remedy all deficiencies and faults within the period specified in the record. In case the contractor does not abide by his obligation, the Corporation is free, without prejudice to Clauses 9, 10 and 27 to grant another extension of time or to have the deficiencies and faults remedied.

44.0 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.

45.0 Spares

The contractor shall submit a list of the spare parts if he considers desirable for maintenance for the period specified in Part-II of the Tender Documents and particular attention should be paid to any items subjected to heavy wear viz. small springs, washers, gaskets and similar parts. Each item shall be individually priced. The spare parts shall be clearly identified by a suitable label. Two sets of spare parts catalogue shall be supplied for each of equipment.

The contractor shall guarantee the availability of all necessary spares for a minimum period of 10 years from the date of supply of equipment.

Date:
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46.0 Erection, Operation and Maintenance Instruction Manuals:

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

47.0 Exit Management

Upon expiry or termination of the Contract for any reason, the Contractor shall ensure an orderly and seamless exit without disrupting the operation of the weighbridges. The Contractor shall, at no additional cost to the Corporation (except for services specifically payable under the Contract), provide all necessary assistance for smooth transition, including handing over all technical documents, drawings, software licenses (where applicable), passwords/access credentials, calibration certificates, warranty documents, maintenance records, logbooks, test reports, and any other relevant documents pertaining to the weighbridges.

During the exit period, the Contractor shall rectify all pending defects and complete all outstanding contractual obligations. The Contractor shall also provide reasonable technical assistance and knowledge transfer to the Corporation or its nominated agency for a period of up to 30 (thirty) days from the date of expiry or termination of the Contract.

Final payment, release of Performance Security, and issuance of the completion certificate shall be subject to satisfactory completion of all exit management obligations and acceptance by the Corporation.

TECHNICALSPECIFICATIONS

1. System Overview & Dimensional Parameters

The weighbridge is designed for surface-level installation with approach and exit ramps. It is engineered to withstand continuous, heavy-duty axial loading from multi-axle commercial vehicles.

- Maximum Weighing Capacity: 60 Metric Tons (MT)
- Type of Weighbridge: Pitless / Surface Mounted
- Standard Platform Size: 16 meters x 3 meters (Optionally 18m x 3m for extended multi-axle trailers)
- Scale Interval (\$e\$): 10 kg
- Accuracy Class: OIML Class-III (Approved for legal metrology and commercial trade)

2. Mechanical Platform (Heavy-Duty Structural Specification)

The structure must feature a high safety factor against structural deflection (≤1/800) to guarantee that the load is cleanly transferred to the load cells without structural twisting.

a) Design Framework: Fully modular, orthotropic, or heavy I-beam structural design.

b) Main Longitudinal Members: Minimum of 4 to 6 heavy-duty Main I-Beams (typically ISMB 400 or equivalent high-tensile structural steel conforming to IS 2062) running the full length of the platform.

c) Cross Support Members: Heavy-duty cross channels welded rigidly at frequent intervals to handle immense dynamic braking forces.

d) Top Deck Plate: 12mm thick high-tensile, anti-skid chequered steel plate to handle tire impact and friction.

e) Welding Technology: Advanced continuous MIG (Metal Inert Gas) / CO_2 welding to ensure deep penetration and exceptional fatigue resistance over millions of cycles.

f) Surface Coating & Anti-Corrosion:

- Complete shot-blasting to SA 2.5 standard to remove mill scale.
- 1 coat of high-build epoxy zinc-rich primer (minimum 50 microns).
- 2 coats of anti-corrosive Polyurethane (PU) finish paint (minimum 100 microns total DFT) to resist harsh weather.

3. High-Quality Load Cell Specifications

To safely distribute a 60-ton capacity and account for eccentric (off-center) loading, a minimum system of 6 to 8 compression-type digital load cells is specified.

Date:
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Sl	Parameter	Technical Requirement
1	Type	Digital Compression, Rocker Pin / Column Type (Self-centering design)
2	Quantity	6 to 8
3	Material of Construction	High-grade Stainless Steel (SS 17-4 PH)
4	Ingress Protection	IP68/ IP69K (Hermetically sealed, completely proof against total water submersion and high-pressure jet cleaning)
5	Rated Capacity	30 Tons to 40 Tons per load cell (providing a total structural backup capacity of up to 180-240 Tons)
6	Accuracy Class	OIML R60 Class C3/C4
7	Safe Overload Limit	150% of rated capacity
8	Ultimate Overload Limit	300% of rated capacity
9	Signal Transmission	Digital communication output (RS-485 format) to prevent signal tampering, drop, or analog radio frequency interference (RFI).

4. Intelligent High-Quality Weight Indicator

a) The weight intelligent terminal acts as the processing brain of the weighbridge, providing highspeed digital filtering algorithms to stabilize weight readings instantly despite moving truck suspensions.

b) Enclosure: Industrial-grade Stainless Steel (SS 304) housing with IP65 protection against dust and moisture.

c) Processor & Memory: High-speed 32-bit ARM processor with non-volatile memory capable of storing up to 100,000 weighing records (including Truck Number, Material, Date, Time, Tare, Gross, and Net weights).

d) Display: Ultra-bright, high-visibility alpha-numeric LED or backlit graphic LCD display readable from a distance and under direct sunlight.

e) Internal Resolution: Minimum 1:1,000,000 for internal processing stability.

f) Connectivity & I/O Ports:

- 2 x RS-232/RS-485 serial ports for PC and External Jumbo Display connectivity.
- 1 x Ethernet (RJ45) port for cloud database or ERP system integration (e.g., SAP/Oracle).
- 1 x USB port for easy data extraction via flash drive.

g) Digital Junction Box: Intelligent, stainless steel (IP67) junction box with built-in digital calibration features, meaning individual load cell corners can be calibrated via software without manual potentiometer adjustments.

Date:
Place:

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5. Comprehensive Safety & Security Measures

A robust weighbridge must feature passive and active safety layers to prevent structural damage, electrical failure, and operational manipulation.

A. Mechanical & Traffic Safety Heavy-Duty Guide Rails:

- Longitudinal steel pipe guardrails (minimum 300mm height) bolted on both sides of the platform to prevent trucks from accidentally steering off the edge of the pitless deck.
- Anti-Bumper Restraints: High-tensile adjustable bumper bolts and stay rods to absorb severe shock loads caused by sudden vehicle braking or accelerating on the scale.
- Approach Ramps: Robust concrete or structural steel ramps with a maximum slope gradient of 1:10, equipped with yellow/black safety visibility strips.

B. Electrical & Surge Protection (Lightning Protection)

- Surge Protection Devices (SPD): Built-in lightning protection circuits inside both the intelligent junction box and the weight indicator to clamp sudden voltage transients.
- Earthing/Grounding Protocol: Dedicated, low-resistance copper-bonded chemical earthing pits (resistance < 12). Braided copper grounding straps must bridge each load cell position to safely bypass lightning discharges straight to the ground rather than through the sensor.
- Rodent Proofing: All load cell connection cables must be run inside double-shielded, flexible stainless steel armor conduits to prevent operational failures from rodent bites.

C. Operational & Anti-Fraud Security (Optional Smart-Integration)

- **Positioning Sensors:** Infrared position-checking photo-beams at both ends of the platform to ensure the truck is fully positioned on the scale before a weight is locked.
- **CCTV & ANPR Integration:** Automated License Plate Recognition cameras to capture vehicle registration plates and store images alongside the weighing ticket to prevent manual entry fraud.

Detailed Technical Specifications

1.0 General

The structure and platform should be of robust design and adequate strength to sustain the repetitive static and dynamic loads and should not weigh less than **14 MT** for 60 MT capacity ELWB. Platform size will be as under:

Max. weighing Capacity	Size of Platform
60MT	16m x3m (Optionally 18 m x3m for extended multi-axle trailers)

2.0 Codes and standards to comply with

IS-9281(Part-I,II,III&IV,asamendedondate)forelectronicweighingsystem including load cells.

3.0 Scope of supply:

3.1 Electronic load cell type, pitless type lorry-weighbridge of capacity 60MT and platform of **16mx3m**(or more) size respectively with other accessories.

3.2 Platform complete with main girders, support sections, horizontal constraining arrangements and grouting parts as required; generally conforming to IS: 2062 as amended on date.

3.3 Load cells with integral cables and mountings for loadcells.

3.4 Electrical and electronic parts comprising of:

i. Junction boxes (6 ports)
ii. Cable between junction box and weigh cabin.
iii. Digital Weight Indicator
iv. Personal Computer
(Including alphanumericKeyboard,17" LED Color Monitor and Mouse)
v. DotMatrix80col.TicketPrintercompatiblewithPC.
vi. Constant voltage stabilizer.
vii. U.P.S.
viii. Jumbo display unit

Date:
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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 50^{0}Ce and RH up to 95%.

4.0 **Technical requirements:**

4.1 The weighbridge shall have overload capacity. The requirement shall be tested for dimensional parameters. Functional testing will be done at site.

4.2 Materialspecificationsformajorplatformcomponentsshallbeasper IS:2062.

4.3 Minimum graduation for weighbridge shall be 10Kg for Lorry Weighbridge.

4.4 Load cells shall be hermetically sealed andhaveIP68protection class. Test certificate in conformation of the above class by a reputed Test House to be provided along with tenders.

4.5 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 fastmoving trucks on it when it is not in use.

4.6 The weighbridge shall be Pit less type above ground, with concrete ramp having suitable slope on either side to facilitate vehicle approach on the weighbridge or shallow pit type at ground level without slope with speed breakers at suitable length on either side of weighbridge.

4.7 Weighbridge readings shall not differ by more than one resolution value, when the vehicle is placed on different locations on the weighbridge.

4.8 DigitalWeightIndicatorandPersonalComputerwithalphanumerickeyboardwith 18.5" or more LED Color Monitor and Mouse suitable to operate under temperature -10 degree centigrade to 50 degrees centigrade. Battery backed memory should also be provided. Computer software CD should be provided.

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

4.10 **The electronic lorry weighbridge should be integrable/ compatible with depot stock accounting system/ Depot Online Module. LAN card must be provided in the PC for depot module connectivity. The tenderer shall share the weighbridge data API (in XML/CSV format/ any other format as required) to the Depot-online software which has been implemented in all OSWC depots. No extra cost shall be payable for the same.**

Date:
Place:

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5.0 Weighbridge Specifications:

-	Overload capacity	150-300 % of rated capacity
-	Type of constraining	Appropriate constraining arrangements without hampering weighments accuracy
-	Frequency of loading	30trucksperhourminimum

6.0 Platform structures:

Material of construction of components:	Mild steel as per IS:2062
Mainbeams, Crossbeams and transverse beams:	(ISMB 500 MM or more for the main beam and ISMB 200 or more for Cross beam and Transverse beam,from a reputed manufacturer conforming to IS:2062)
Deck Plate:	Anti-skidMildSteelplateasperIS:2062(from a reputed manufacturer and ISI approved) in convenient lengths of thickness not less than 12mmfor40MTand 14mm for60 MT.
Total Weight of Platform structures:	Not less than 14 MT
Material Test Certificate:	Tobeprovidedbytendereratthetimeof supply of materials.

7.0 **Electronic weighing system and loadcells:**

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:

a. Hermetically sealed (IP-68/IP 69K Protection class) maintenance and corner adjustment free, inert-gas-filled, point contact, compression/shear beam type load-cell suitable to operate under (-)10 degree centigrade to 60-degree centigrade temperature and unto 95% moisture; capable to sustain specified overload, destruction load and side thrusts without further adjustment.

b. Housing of Stainless Steel or Tool Steel.

c. Capacity of each load cell shall be 30-40 MT or more

d. Insulationresistance-1000Megaohmsor more.

e. Proper ingress and lightning protection as per Indian standards.

f. Loadcell to be housed in lockable Sheet Metal Box.

Date:
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8.0 **Junction box:**

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

9.0 Interconnecting cable:

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

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

10.0 Digital weight Indicator, Personal Computer and Printer

10.1 Digital Weight Indicator

This should be state of the art high performance microprocessor-based system having high internal resolutions, clear and bright six or more-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 -10 degree centigrade to 50^0 C , response time less than 0.5 seconds, electrical safety IEC-348.

10.2 Personal Computer

The P.C. from a reputed System Integrator (SI) / OEM should be of Intel i5 10th Gen or higher / AMD Ryzen 5 Zen 2 or higher processor, 104-keys "Alpha Numeric" USB wired Keyboard, 18.5" or higher LED/WTFT panel colour Monitor, USB Mouse, 4 GM RAM (@2133 MHz DDR4 or higher) with Microsoft Windows 10 or higher operating system, with line interactive UPS to provide power backup for 6 hours.
Detailed technical specifications are indicated in Annexure VIII 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 (-) 10 degree centigrade to 50 degree centigrade of reputed make such as Wep/TVSE/HCL or equivalent make as per Make in India Programme of Govt. of India.

Date:
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11.0 U.P.S.

Online UPS of reputed make such as TVSE /Tata/ Libert /APC /Numeric/ Elnova/Data Vision or equivalent as per Make in India Programme of Govt. of India of 500VA supported with 2 nos. of 130 AH each/ 3 nos. of 90 AH each of Exide/ Standard/ AMCO or equivalent approved make as per Make in India Programme of Govt. of India maintenance free batteries for 6 hr. operation in case of power failure.

12.0 Voltage Stabilizer/ Transformer

2KVA 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, **six or more** digit bright, LED type to be provided.

13.1 Sealing and Stamping

13.1.1 The sealing and stamping of load cells as well as that of the total weighing system shall confirm to the requirements laid down under "Indian Weights & Measures Act, 1976" and the Acts & Rules of State of Odisha.

13.1.2 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.

13.1.3 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.

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

20/08/26

Managing Director

Date:
Place:

Seal & Signature of the Bidder

CIVIL WORK

14.0 Civil Works

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

14.1 Foundations and Platform Bed:

The foundations and RCC raft for surface mounted platform shall be designed by the contractor through qualified structural engineer and **further approved by OSWC authority** before execution of the work on the field.

The tenderer will be allowed to visit the work site for carrying out soil test at the proposed location where ELWB is to be installed, prior to the submission of bids. Suitable guarding arrangement need be incorporated lengthwise of the ramp of the platform to prevent sliding of vehicles.

a) **Foundation of ELWB shall be of PCC 1:3:6 (1 cement: 3 coarse sand: 6 Graded stone aggregate 20mm normal size).75 MM thick after proper compaction back filling should be laid.**

b) **The end RCC Beam shall be of size 250MM X 250MM of RCC with M25 grade (1:1:2). (1 cement: 1 coarse sand: 2 Graded stone aggregate 20mm normal size).**

c) **The central pillars of load cells shall be connected by similar beam as above at b) for 60 MT capacity ELWB.**

14.2 Ramp and approach road:

On both sides of the weighbridge, ramps and approach road of length not exceeding **8 meters** connecting it to the adjoining main roads of the godowns on both sides and with width **325 mm** more than the width of the weighbridge on each side shall be provided. Suitable speed breakers at distance one and half meter from platform on each end are to be constructed in case ramps are not required. These ramps/roads shall consist of the following: -

i) The length of ramp and approach road shall be minimum **8.00 meter** both sides

ii) **150 mm** thick sand filling well rammed.

iii) **150 mm** thick lean concrete of (1:3:6) (1 Cement: 3 coarse sand: 6 Graded stone aggregate 20 mm normal size) mix.

iv) **200 mm** thick Reinforced cement concrete of Grade M-25 (1:1:2). (1 cement: 1 coarse sand: 2 Graded stone aggregate 20mm normal size).

v) The Reinforcement in ramp shall be used **10MM dia** TMT bars Fe 500 @ 150 mm c/c both ways.

vi) The ramp slope of weighbridge should not be less than **1:12.**

vii) The side wall of ramp should be 200 MM RCC walls with 500 MM deep RCC TOE wall at beginning of ramp.

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Date:
Place:

Note: All reinforcement should be used with 10MM dia or more in RCC work.

14.3 Cabin:

i. 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.

ii. The internal surface shall be cement plastered.

iii. 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 50 mm thick PCC (1:2:4) glass strip floor topping with smooth finish.

iv. The plinth height of the cabin should not be less than 60cm. The cabin RCC roof slab 150 MM thick with M-20 grade should be projected 60 cm wide around the cabin.

v. At cantilever portion the reinforcement should be provided at the top side of the slab. Provision of RCC 60 cm wide platform 8 cm thick with ceramic glazed tiles at 70 cm height from floor level should be made in the cabin for placing the PC, printer and records etc.

vi. Aluminium doors and windows partly glazed with steel grills fixed to windows shall be provided.

vii. The internal surfaces of walls shall be finished with oil bound washable distemper and external surfaces treated with exterior paint (Apex) of approved quality and shade.

14.4 In case of the upgradation without cabin, the minor modification of existing cabin to be done as per requirement such as provision of RCC slab to keep PC & other accessories.

15.0 Electrical Works:

This shall conform to OPWD specifications and Indian Electricity Rules.

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

15.2 The wiring shall be carried out with ISI FRLS PVC insulated copper wiring of suitable size in recessed PVC conduit as per OPWD specifications.

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

a) Light Points	2 Nos.	**18/20 Watt** LED fitting of make such as Bajaj/Philips/Crompton Cat. No. LCCL B20-CDL or equivalent as per "Make in India" programme of Govt. of India **inside** the cabin.
	1 No.	**24/25 Watt** LED streetlight fitting of make such as Bajaj/Philips/Crompton Cat. No. LSTO-25-CDL or equivalent as per "Make in India" programme of Govt. of India **Outside** the cabin.

Date:
Place:

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b) Fan Point	1 No.	Including 1200 mm sweep Energy Efficient ceiling fan complete of approved make with electronic regulator conforming to relevant ISI specifications.

15.4 Socket and Switch board

a) 5 AMPS socket outlets	**2 Nos.**	**On the switch board itself**
b) 15 AMPS socket outlets	**2 Nos.**	**At skirting level**
c) Modular switch and board are to be provided in the cabin.		

15.5 **Main Board**

Providing MCB DB 6 way with one (01) no. 32Amp DPMCB (incoming) and 02nos. 16 Amp. DPMCB (Outgoing). 1 Set.

15.6 a) Pipe earthing complete as per OPWD specifications. 1 Set

b) Copper plate earthing for electronic equipment as per OPWD Specifications. 1 Set

c) A suitable lightening arrestor must be provided with an exclusive GI Plate earthing and **GI connection strip** for the cabin for protection of equipment from lightening.

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.

15.7 In case of the upgradation without cabin, power points, wiring etc. as required if any (without any electrical gadgets) one set of copper plate earthing and a suitable lightening arrestor to be provided as per OPWD specifications.

Important Note: **Certificate jointly signed by the supplier/bidder, the concerned depot In-charge/warehouse Manager & the Engineering Division, OSWC has to be produced as regards to the specification confirming to Sl No. 14 & 15 (Civil & Electrical Work) as mentioned above; before handing over the ELWB and payment purpose.**

Date:
Place:

Seal & Signature of the Bidder

16.0 Shop Tests and Inspection

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

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

18.0 Installation

18.1 Fitting of Machinery

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

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

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

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

19.0 Painting

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

20.0 Drawings and Data to be submitted by Contractor

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

20.2 On completion of the Work and before the tests are carried out, the contractor shall at his own expense prepare and supply to the Corporation four (4) certified copies of the following: -

- Installation Manuals.
- Inspection and Maintenance Manuals.
- Operation Manuals.

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

(b) Thickness of M.S. Plate for Deck should be 12 mm for 30/40 MT and not less than 14mm for 60 MT capacity weighbridge.

(c) The tenderer will indicate the approximate weight of Steel Structure with detailed calculation indicating the details/ size of structure to be used for 30/40/60 MT weighbridges separately.

Date:
Place:

Seal & Signature of the Bidder

COMPREHANSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

1. Scope of Work

1. Scope of work & stipulated time for repairing of weighbridge:

(a) The contractor shall ensure proper upkeep including timely stamping of the ELWB during entire period of the contract. The Corporation shall reimburse Govt. stamping fees/stamping charges on production of Cash Receipt. However, compounding fees/penalty if any imposed by the Weights & Measures Dept. due to untimely stamping or any other reason on part of AMC Contractor shall be borne by the Contractor.

(b) The contractor shall depute their skilled Engineer once in three months in routine and as and when required by the OSWC Depot Manager for rectification of any defects and ensure satisfactory functioning of LWB under the contract.

(c) 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 and guide lines marking on the platform within 7 days from the date of commencement of CAMC period of each year.

(d) The contractor shall attend complaint of lorry weighbridge within the shortest possible time maximum within following period from the date & time of receipt of complaint from the concerned Depot Manager either through E-mail/SMS/Telephone/Fax etc.

i) **120 Hours in the case of realignment of platform work.**

ii) **72 Hours in the case of replacement of load cell(s) / CPU / Monitor / UPS / Printer / Stabilizer / CVT or repairing of CPU / Monitor / UPS / Printer / Stabilizer / CTV.**

iii) **48 Hours in other than above mentioned cases.**

(1.1) The weighments charges if any incurred by the OSWC within above stipulated period from the date of receipt of communication to the contractor, shall be borne by the Corporation In case the defect or LWB is not rectified within above stipulated period from the date of receipt of complaint by the firm, then the penalty will be imposed @ **Rs. 500/ per day** for the period for which the machine remains out of order beyond stipulated period or expenditure incurred by Corporation on private weighments etc. during the period for which the machine remains out of order including above stipulated period also, whichever is higher.

(1.2) In the event that the AMC contractor is other than the manufacturing company of the weighbridge involved this contract, the contractor is to change the digitizer at their own cost and get stamped from the respective Weights and Measures Department (legal metrology department).The changed digitizer and load cells should have 3 years manufacturer's warranty and the same will be deemed to be the property of OSWC.

(1.3) The AMC contractor, in the event of change of digitizer will have to create the API to interface the same with OSWC "Depot Online System (DOS)" for automatic capturing of weight. The integration of the new Digitizer with DOS shall be the sole responsibility of the said contractor.

Seal & Signature of the Bidder

Date:
Place:

(1.4) The AMC contractor may handover old parts for which new parts have been installed. A record shall be maintained for each spare part replaced with details of Sl. No., model No. etc. Old items are to be deposited with concerned Manager (Depot).

(1.5) The test check weight of capacity required for checking of machines shall be arranged by OSWC. And will provide free of cost to the AMC contractor whenever is necessary under the supervision of Corporation.

(1.6) The payment will be made on half yearly basis and the payment will be done only recommendations of the Depot Manager and on production of service voucher (In original) duly verified by the Depot Manager stating that the contractor has attended repairing work of lorry weighbridge as per terms and conditions of the contract awarded to him/firm and lorry weighbridge is working satisfactorily. The payment will be done after successful completion of Six month.

(1.7) In case of any dispute, a suitable provision for settlement of disputes at the level of GM(R)/ED (Zone) should be made as the quantum of each work is small. Proposal for settlement of any dispute in Court of law may not be appropriate. Yes, if the Agency is not satisfied with the decision of ED (Zone) then the Agency may approach Court of law.

(1.8) **The contractor will be requested prior to commencement of CAMC period, to execute an agreement on non-judicial paper within a week period.**

(1.9) The successful bidder has to deposit performance guarantee @ 5% of CAMC amount before 7 days of commencement of CAMC period.

(1.10) **The Security deposit may be deducted from the first bill claimed by the AMC contractor. In other case Corporation will have right to cancel the award of work at the risk and cost of the firm.**

(1.11) Depending upon requirement, additional LWBs can be added on mutually agreed Rates during the contract period or any LWB(s) can be deleted at the discretion of Corporation.

(1.12) The AMC Contractor should take all precautions to avoid accidents /damages to OSWC property. Contractor shall be responsible for all damages accidents caused due to negligence on their part.

Date:
Place:

Seal & Signature of the Bidder

2. SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR CAMC

1. Extent of contract:

The contract comprises of repairing, delivery & replacement of required material & parts, trial runs, tests, stamping, commissioning etc. 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.

2. Contract Period:

2.1 Period of Fully Comprehensive Repairs and Maintenance Contract is applicable for two years from the date of physically handing over of site to the contractor or his authorized representative. Further first preventive maintenance visit may also be carried out from the same day.

2.2 Extension of contract up to 6 Months can be given by department i.e. on the same rates, terms and conditions depending upon the satisfactory performance at the sole discretion of the department. The value of extension period shall be working out by calculation of contract amount from one year and extension period.

2.3 Further contract up to 6 months can be extended if department and contractor are mutually agreed at the same terms and conditions depending upon the satisfactory performance at the sole discretion of the department. The value of extension period shall be working out by calculation of contract amount from one year and extension period.

3. Compensation/liquidated damages for delay:

The time and date stipulated in the contract for the execution 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 due 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. Such decision in writing from the concerned authority of OSWC 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.

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.

Seal & Signature of the Bidder

Date:
Place:

5. 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.

6. 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. Statutory payment/fees for the same will be reimbursed on submission & handing over of the original payment receipt to the corporation.

7. Payments Terms:

All payments under the Comprehensive Annual Maintenance Contract (CAMC) will be made in Indian currency by RTGS/NEFT on a branch of the State Bank of India or any nationalized bank. Payment to the contractor will be made by the Corporation on submission of duly signed bills in accordance laid down procedure and after deducting statutory deductions and deduction for compensation / liquidated damages for delay in repairing of ELWB / Repairing charges paid by OSWC to other firm in the case of the contractor fails to repairs the Weighbridge if any. The payment shall be made annually.

Managing Director

Date:
Place:

Seal & Signature of the Bidder

FINANCIAL/PRICE BID

(Bill of Quantity)

SITC of NEW 60 MT ELECTRONIC LORRY WEIGHBRIDGE

(SITC: Supply, Installation, testing, Commissioning)

(PIT LESS TYPE)

(RATES ARE TO BE FILLED IN BOQ/FORMAT IN GEM PORTAL)

The prices given below shall be for the entire work in conformity with the specifications.

(All rates to be given in INR inclusive of GST)

SL	Description of Work	Amount
A	**Cost of SITC of ELWB**	
1	Cost of SITC of new 60 MT pit less ELWB at **OSWC, Dumerpani (Nuapada District),** shifting of old weighbridge to second campus including Weighbridge Cabin at second campus	
2	Cost of SITC of new 60 MT pit less ELWB at **OSWC, Kendpalli (Baragarh District)** after deducting the cost of old pit type LWB	
3	Cost of SITC of new 60 MT pit less ELWB at **OSWC, Jagatsinghpur-I (Jagatsinghpur District)** after deducting the cost of old pit type LWB	
4	Cost of SITC of new 60 MT pit less ELWB at **OSWC, Umerkote (Nabrangpur District)**	
5	Cost of Civil & Electrical Work (OSWC Dumerpani)	
6	Cost of Civil & Electrical Work (OSWC Kendpalli)	
7	Cost of Civil & Electrical Work (OSWC Jagatsinghpur-I)	
8	Cost of Civil & Electrical Work (OSWC Umerkote)	
	Total cost of "A" (1+2+3+4+5+6+7+8)	

Seal & Signature of the Bidder

Date:
Place:

B	**Cost of CAMC for 3 years of 60 MT pit less type Fully Electronic (Computerized) Lorry Weighbridge after completion of 02 years guarantee period.**	
9	Total Cost of CAMC of OSWC, Dumerpani	
10	Total Cost of CAMC of OSWC, Kendpalli	
11	Total Cost of CAMC of OSWC, Jagatsinghpur-I	
12	Total Cost of CAMC of OSWC, Umerkote	
	Total cost of "B" (9+10+11+12)	
	Grand Total (A+B)	

06/09/22

Managing Director

Date:
Place:

Seal & Signature of the Bidder

ANNEXURES

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Seal & Signature of the Bidder

Date:
Place:

Annexure-I

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:_____

To

_____

_____

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: _____

Name of Tender / Work: - _____

_____.

Dear Sir,

1.I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: https://tendersodisha.gov.in and/or www.oswc.in as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to ___ (including all documents like annexure(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder(s), with Official Seal)

Date:
Place:

Seal & Signature of the Bidder

Annexure – II

UNDERTAKING

(To be given on Company Letter Head)

Service in the Event of breakdown/inoperability of ELWB

Whereas, I/We (Name of the contractor/agency).....have submitted bids for the work of .....

I/We hereby undertake that in the event of any breakdown or major defects which cause complete dislocation of weighbridge operation, the same will be attended to and rectified by our representative/service engineer within a period of 2 days (two) from the date of receipt of intimation from OSWC by our firm or its branch office, failing which damages as per clause(s) concerned of the MTF shall be levied on our firm.

The details of our service center(s) in the state of **Odisha** is/are as below: -

- Whether Own Authorized / Local Tied-up / Hired .....
- Name of the Agency/Local Service center tied-up with / hired (if applicable) .....
- Address.....

Signature of the Contractor(s) with seal

Date:
Place:

Seal & Signature of the Bidder

Annexure – III

Forwarding Letter

To,

The Managing Director,
Odisha State Warehousing Corporation,
Corporate Office, Bhubaneswar.

With reference to the invitation to tender and having examined the tender documents and instructions to the tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the (Name of the Work) for the Odisha State Warehousing Corporation (OSWC) in conformity with the said tender documents at prices indicated in the price bid enclosed.

1. We are also submitting herewith the prescribed annexures 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 comprised in the contract to the satisfaction of the Corporation as per the NIT mutually agreed upon with the Corporation calculated from the 30th day of issuance of the written work order to commence work.
4. If this tender is accepted, we further undertake to enter into and execute at our cost, when called upon by the Corporation to do so, a contract agreement in the prescribed form. Until such time the contract agreement is executed the invitation to tender, instructions to tenderers, general and special conditions of contract, specifications, schedules, drawings and tender documents together with the acceptance thereof with such modifications as have been mutually agreed upon in writing shall govern the rights and obligations of the contractor and the Corporation.
5. We agree to abide by this tender and to keep the tender open for acceptance for a period of 45 days from the date of opening of the same and for further period of 45 days at the discretion of the Corporation under the related clause No. 9 (Section A) of invitation to tender.
6. We have deposited as Bid Security/Earnest Money Deposit (EMD) as specified in NIT
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 above, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the Corporation and under the related clause No. 9 (Section A) of invitation to tender.
8. If our tender is accepted, we agree to convert EMD to SD and further agree for

Date:
Place:

Seal & Signature of the Bidder

recovery of balance SD from running bills subject to maximum of 5% of contract value for each center.

9. We agree to deposit performance guarantee @ 5% of contract value for each center before issue of work order (Work commencement letter).

10. We agree to the deduction of the security deposit from all progressive bills (including final bill if necessary) as per clause 4 of the general conditions of contract.

11. We agree that OSWC 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 agree that OSWC reserves the right to accept the whole or part of the tender and in such an event; we shall be bound to perform the contract at the same rates quoted for the different items of work. We understand that the Corporation reserves the right to increase or decrease the number of weighbridges up to 50% (however the deviated quantity shall be rounded to next higher whole number) of the number for which the order is placed on us, on the same terms and conditions within six months from the date of acceptance.

Dated this.....day of.....20

SIGNATURE .....

IN THE CAPACITY OF.....

Duly authorized to sign tenders for and on behalf of

.....(In Block Capitals)

WITNESSES:

Name.....

Signature.....

Address: .....

Name.....

Signature.....

Address: .....

Seal & Signature of the Bidder

Date:

Place:

Annexure-IV

AGREEMENT FORMAT

This agreement made on the ..... day of .....(Month) 2026

BETWEEN

the Odisha State Warehousing Corporation (OSWC), set up under the Warehousing Corporations Act of 1962 (hereinafter called the "Corporation") which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

AND

..... (hereinafter called "Contractor") which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and assignees (or successors in office) of the other part.

WHEREAS

the Corporation is desirous that all works entitled viz..... more fully described in the tender and other documents forming part of the contract should be undertaken and had accepted Tender by the Contractor for the execution of the works and guarantee of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form Contract Agreement and be read and construed as part of this Agreement, viz.
   a) The said Tender and the Acceptance thereof.
   b) The contract drawings, amended as may be noted in Addenda to the specifications.
   c) Invitation to Tender.
   d) Instructions to Tenderers.
   e) The General and Special conditions of contract.
   f) The Annexures.
   g) All additional drawings, specifications and written instructions when issued by or approved in writing by the Corporation.
   h) Addendums, if any.
   i) All correspondence by which the contract is added to, amended, varied or modified in any way by mutual consent.
   j) Any other papers and documents covered by the definition of "Contract" given in the General Conditions of Contract.

3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Corporation to complete and guarantee the work in conformity, in all respects, with the provisions of the contract.

Date:
Place:

Seal & Signature of the Bidder

4. The Corporation hereby covenants to pay the Contractor the contract price, in consideration of the Execution of supplies/works and guarantee of the Works/ Supplies at the times and in the manner prescribed by the Contract.

5. The contractor has furnished a sum of Rs. .....as Earnest Money deposit and agrees that the Security Deposit @ 5% of contract value for each center shall be recovered from the bills payable to the Contractor from time to time till the whole of the Security Deposit as stipulated in Clause 4 of the General Conditions of the Contract is recovered.

6. The contractor agrees that the performance guarantee @ 5% of the contract value of each center will be deposited before issue of work order as stipulated in Clause 7 of General condition of contract.

7. In consideration of the due provisions, execution and completion of the said works the contractor does hereby agree to pay the Corporation the sum as may be due to the Corporation for the services, if any, rendered by the Corporation to the contractor, and such other sum or sums as may become payable to the Corporation towards loss, damage to the Corporation's equipment materials, plant and machinery, liquidated damages, if any, as set forth in the said conditions of contract, such payments to be made at such time in such manner as is provided in the contract.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

CHIEF GENERAL MANAGER, OSWC

Witnesses:
1.
2.

CONTRACTOR

Witnesses

1. Ww

2.

Date:
Place:

Seal & Signature of the Bidder

Annexure-V

FORMAT OF PERFORMANCE GUARANTEE/ BANK GUARANTEE BOND

In consideration of the Odisha State Warehousing Corporation (hereinafter called "OSWC") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... (hereinafter called "the said contractor(s)" for the work ..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (hereinafter referred to as the "Bank") hereby
   (Indicate the name of Bank)
   Undertake to pay to the OSWC an amount not exceeding Rs.....(Rupees.....only) on demand by the OSWC.

2. We..... do hereby undertake to pay the amounts due (indicate the name of Bank) and payable under this guarantee without any demur, merely on a demand from the OSWC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards to the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... Only).

3. We, the said Bank, further undertake to pay to the OSWC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
   The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We ..... further agree that the Guarantee herein (indicate the name of the Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till at the dues of the OSWC under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the OSWC, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We ....further agree with the OSWC (indicate the name of the Bank) that the OSWC shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from

Seal & Signature of the Bidder

Date:
Place:

6. time to time any of the powers exercisable by the OSWC against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the OSWC or any indulgence by the OSWC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

8. We..... lastly undertake not to revoke this (indicate the name of the Bank) Guarantee except with the previous consent of the OSWC in writing.

9. This Guarantee shall be valid up to .....unless extended on demanded by the OSWC. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees ..... only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall discharged.

Dated the ..... day of ..... For .....

(Indicate the name of Bank)

Seal & Signature of the Bidder

Date:
Place:

Annexure-V

SERVICE LEVEL AGREEMENT FOR CAMC OF ELWB

THIS AGREEMENT made in triplicate the ……day of…… 2026 BETWEEN THE Odisha State Warehousing Corporation, (hereinafter called the "Corporation" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/s …… hereinafter called "Contractor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and assignees (or successors in office) of the other part, WHEREAS the Corporation are desirous that all works entitled viz.

---

more fully described in the tender and other documents forming part of the contract should be undertaken and had accepted Tender by the Contractor for the execution of the works and guarantee of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract hereinafter referred to.
2. The tender documents, annexures, Addendums if any and any other attachments, shall be deemed to form of Contract Agreement and be read and construed as part of this Agreement, viz.
   i) All correspondence by which the contract is added to, amended, varied or modified in any way by mutual consent.
   ii) Any other papers and documents covered by the definition of "Contract" given in the General Conditions of Contract.
3. In consideration of the payments to be made by the Corporation to the Contractor as hereinafter mentioned, the contractor hereby covenants with the Corporation to complete and guarantee the work in conformity, in all respects, with the provisions of the contract.
4. The Corporation hereby covenants to pay the Contractor the contract price, in consideration of the Execution of supplies/works and guarantee of the Works/ Supplies at the times and in the manner prescribed by the Contract.
5. The contractor has agreed that the Security Deposit for each center i.e. (5% of contract value) has been deposited as stipulated in Clause 5 of the invitation of tender.
6. The contractor agrees that the performance guarantee @5% of the contract value of each center will be deposited before issue of work commencement for CAMC order as stipulated in Clause 4 of invitation of tender.

Date:
Place:

Seal & Signature of the Bidder

2. In consideration of the due provisions, execution and completion of the said works the contractor does hereby agree to pay the Corporation the sum as may be due to the Corporation for the services, if any, rendered by the Corporation to the contractor, and such other sum or sums as may become payable to the Corporation towards loss, damage to the Corporation's equipment materials, plant and machinery, liquidated damages, if any, as set forth in the said conditions of contract, such payments to be made at such time in such manner as is provided in the contract.

IN WITNESS whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Chief General Manager

Witnesses:

1.

2.

CONTRACTOR

Witnesses:

1.

2.

Seal & Signature of the Bidder

Date:
Place:

Annexure- VII

UNDERTAKING

(TO BE FILLED IN BY THE TENDERER)

[Master data shall be provided by the tenderer along with the copy of GST Registration certificate as per following details]: -

1	Name and date of birth of the tenderer	
2	Constitution of tenderer (Proprietor, Partnership firm, Private/Public Company). The name of the proprietor, or all partners, or, the Directors of the company as applicable should be given	
3	Business in which the tenderer is employed together with particulars of the Head office, and branches, if any, are located	
4	PAN of business (along with copy of PAN card)	
5	Details of goods (along with HSN code/excise classification) being/to be supplied to the Corporation	
6	Details of services (along with HSN code) being/to be supplied to the Corporation	
7	Following details of each supplying state (from which material/service is being or proposed to be supplied to the Corporation) [refer to Comments below]: - a. Nature of tenderer (SEZ Unit/SEZ Developer/STPI Unit/Normal Entity/Foreign Entity) b. Category of tenderer (Normal Registered/Registered under Composition/Unregistered/Located outside India) c. Address d. State code (code as prescribed under GST) e. Latest contact number f. Latest fax number (if any) g. Latest E-mail ID h. GSTIN allotted by the Government (along with registration certificate) i. Effective date of registration	

Comments: -

1. The information at S. No. 7 (a) to 7(i) needs to be provided for each of the supplying state separately to the Corporation.

2. In case the tenderer has obtained more than one registration in a state for different business verticals, the information at S. No. 7(a) to 7(i) needs to be provided for the additional registration in the same state separately.

(Signature & Seal) (Authorized Signatory)

Date:
Place:

Seal & Signature of the Bidder

Annexure- VIII

Technical Data

Tenderers shall confirm/provide all information requested in this Annexure. 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

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

2.0	Technical Details		To be filled in by the Contractor
2.1	Load Cells		
i)	Type of load cells		.....
ii)	Make	To be specified	.....
iii)	Capacity		.....
iv)	Operating temperature range.		.....
v)	Type of Sensor		.....
vi)	Overload rating (without affecting performance)		.....
vii)	Overload rating (ultimate)		.....
viii)	Name & Address of Manufacturer.		.....
2.2	Printer (DOT MATRIX 9 PIN) Make		
i)	No. of character per line (80 Column.)		.....
ii)	Speed (Min. 200 CPs)		.....
iii)	Operating temperature range (-) 10 degrees centigrade to 50 degrees centigrade		.....
2.3	Digital Indicator		
i)	Accuracy	(10 Kg. for above 50 MT cap. LWBs)	.....
ii)	Operating temperature range (-) 10 degrees centigrade to 50 degree centigrade		.....

Date:
Place:

Seal & Signature of the Bidder

2.4 PC with Intel i5 10th Gen or higher / AMD Ryzen 5 Zen 2 or higher Processor with compatible Intel / AMD chipset Motherboard system from a reputed System Integrator (SI) / OEM with corresponding attendant requirement/ specifications.

i)	**Make**	Any reputed System Integrator (SI) / OEM	
ii)	**PORTS**	USB 2.0x4, preferably USB 3.0x2 + USB 2.0x2 or better configuration with minimum one VGA, one HDMI and one LAN ports.	
iii)	**4 GB RAM**	4 GB or more operating @2133 MHz DDR4 or higher of reputed make	
iv)	**Mouse**	USB Mouse of reputed make	
v)	**Key Board**	104 keys with membrane Wired USB keyboard of reputed make	
vi)	**Storage**	256 GB SSD with 500 GB HDD/ 1 TB HDD of reputed make	
vii)	**Colour Monitor**	18.5" or higher with LED/WTFT panel of reputed make	
viii)	**Operating system**	Microsoft Windows 11 or higher as available with valid license	

3.0 Description of installations already completed indicating the following details: -

(i) No. of Electronic Lorry Weighbridges installed so far (30 MT capacity and above) duly supported with performance certificates.

(ii) No. of after sales service outlets with complete addresses.

*****

Date:
Place:

Seal & Signature of the Bidder