



**ODISHA STATE WAREHOUSING CORPORATION,
PLOT NO.- 02, CUTTACK ROAD
BHUBANESWAR-751006**

No. 3785/OSWC

Date. 09.09.2026

COM/TQ/WB/08/2026-27

NOTICE INVITING e-TENDER

Odisha State Warehousing Corporation (OSWC) invites online Bids through e-tendering under two bid system from firms/ manufacturers / Service providers, licensed by Legal Metrology Department for undertaking stamping and Annual Maintenance of 57 nos. of Electronic Lorry Weigh Bridges located at different warehouses of the Odisha State Warehousing Corporation for a period of Two (02) years.

The detailed information regarding the tender and location of the warehouses can be obtained from the Corporate Office, OSWC, Bhubaneswar. The details may also be seen and downloaded from the official website of OSWC, www.oswc.in and GeM Portal www.gem.gov.in .

The OSWC reserves the right to cancel any or all bids without assigning any reason thereof.

Sd/-
MANAGING DIRECTOR



**ODISHA STATE WAREHOUSING CORPORATION,
PLOT NO.- 02, CUTTACK ROAD
BHUBANESWAR-751006**

No. 3785 /OSWC

Date. 09.09.2026

COM/TQ/WB/08/2026-27

NOTICE INVITING e-TENDER

Odisha State Warehousing Corporation (OSWC) invites online e-tendering under two bid system from professionally competent and financially sound interested parties / firms/ manufacturers / Service providers licensed by Legal Metrology Department for undertaking stamping and Annual Maintenance of Electronic for 57 nos. of Electronic Lorry Weigh Bridges (ASIO Make) installed at different warehouses of the Corporation for a period of Two (02) years in Odisha. The detailed information regarding the location of the warehouses has been mentioned below:

SL	Name	SL	Name	SL	Name
1	A Katapali-I	21	Dumerpani	41	Khariar Road
2	A Katapali-II	22	Godbhaga	42	Kutra
3	Anandpur	23	Gunupur	43	Malkangiri-I
4	Anugul	24	Jagatsinghpur-I	44	Malkangiri-II
5	Attabira	25	Jagatsinghpur-II	45	Malmunda (New)
6	Balasore	26	Jagannathpur	46	Malmunda (Old)
7	Bhadrak	27	Jagatpur	47	Nabrangpur
8	Bhabanipatna-I	28	Jaipatna	48	Nagenpalli
9	Bhabanipatna-II(R)	29	Jatni	49	Nayagarh
10	Bhabanipatna-II(D)	30	Jeypore	50	Nimapara
11	Baripada	31	Jharsuguda	51	Phulbani
12	Borigumma	32	Junagarh (New)	52	Rairangpur
13	Boinda	33	Junagarh (Old)	53	Rajkhariar
14	Bolangir	34	Kantabanji (New)	54	Raygada
15	Boudh	35	Kantabanji (Old)	55	Sakhigopal
16	Charbhatta	36	Karanja	56	Sonepur
17	Deogarh	37	Kendpali	57	Ujjalpur
18	Dhanmandal	38	Kendrapara		
19	Dharamgarh	39	Kesinga (New)		
20	Dhenkanal	40	Kesinga (Old)		

PART-I

1. **Scope of work**

Service and Maintenance of Electronic Lorry Weigh Bridges (ELWBs) at Warehouses of Odisha in the state of Odisha. The bidder shall maintain the ELWB in trouble-free condition without any variation in Weighment and shall ensure its perfect working condition at all times during the tenure of AMC to avoid any penalty from the Department of Legal Metrology. The ELWB shall be ready for inspection by the authorities at any time. The bidder shall arrange quarterly servicing and maintenance once in three months in a year. In addition to servicing of ELWB on quarterly basis, the bidder shall attend to all emergency calls for rectification of defects reported by the respective Depot In-charges, **within 72 hours** from the time of initial complaint by any Depot In-charge, to avoid Weighment on outside ELWB. The bidder shall be capable of replacing any spares damaged or not functioning in the ELWB. The bidder shall arrange inspection of ELWB which are due for annual stamping. Painting of platform, border frame shall be undertaken annually before stamping. It is the responsibility of the bidder to design and develop Application Programme Interface (API) to integrate the ELWB with Warehouse Management Solution (WMS) or Depot Online System (DOS) or both and any other govt software in respect of all weighbridges under AMC. Corporation will have ownership of the source code and license of API so designed and developed. It is also the responsibility of the bidder to coordinate with the OSWC representative in OSWC, Corporate Office, Bhubaneswar overseeing the integration of ELWB with WMS or DOS or any other govt portals and ensure its proper functioning during the currency of the AMC tender at no extra cost

2. **Bid validity period:** 90 days from the date opening of tender.
3. **Period of contract:** Two years, extendable by one year on the same rates terms and conditions.
4. **EMD:** An amount equal to 2% of the estimated value (Rs. 75,00,000) i.e., Rs.1,50,000/-, is to be paid by the participating bidders.
5. **Estimated value of contract:** Rs. 75,00,000 (for 2 years)
6. **Performance Security:** 5% of the contract value
7. **Eligibility Parameters**

Tenderers who wish to participate should qualify the following eligibility parameters for quoting the rates:

- a. **GST Registration Certificate:** Latest valid GST Registration Certificate from concerned Authorities of the State Govt. as applicable, shall be attached to the Technical Bid.
- b. **License for repairs and Services of Lorry Weighbridges:** The tenderer shall Hold valid license to undertake repairing and servicing of ELWBs in Odisha in their name or through their associate partner (copy of license to be enclosed)

- c. **EMD/BID Security:** The Earnest Money Deposit (EMD) also known as Bid Security is obtained from the bidders to safeguard the Corporation against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry. An amount equal to 2% of the estimated value of contract for one year i.e., Rs.46,000/-, is to be paid by the participating bidders. The EMD should be accepted through online mode i.e. NEFT/RTGS or any other digital mode allowed in the respective tendering system i.e. GeM / e-tendering portal etc. and in no case, Cheque/DD shall be accepted.
- d. The bidders who have certificate of registration under MSEs have to Bid Security Declaration as per Appendix-II should be duly signed and submitted along with online Bid.
- e. IT Returns: The copy of Acknowledgement issued by the Income Tax Department for the Assessment Years 2022-23, 2023-24 2024-25 and 2026-27(if available).
- f. PAN Card: The tenderer must quote his Permanent Account Number (PAN) in the tender or other relevant documents and attach a copy of PAN card in support of the same.
- g. **Work Experience and Experience Criteria:**
The bidder shall submit the proof / document (Past Performance certificate issued by Govt/PSU or Sanction order along with Work order for having experience in the field of AMC of ELWBs either in CWC / FCI / any State Warehousing Corporation or any department of Central or State Government or any other Public Sector Undertaking for a minimum of 03 Nos. ELWBs for a minimum period of one year, in the past 5 financial years 2021-22, 2022- 23, 2023-24 ,2024-25 and 2025-26.
- h. Average Annual Turnover: Audited Balance sheet for having average annual turnover of minimum **Rs.75,00,000/-** (Rupees Seventy-Five Lakh only) during last three preceding financial years ending on 31- 03-2026 supported with audited Balance Sheet showing annual turnover. In case audited Balance Sheet of 2025-26 is not available / completed / finalized, the bidder may submit the 3 audited Balance Sheets ending on 31-03-2025.
- i. Tenderers should not have been **blacklisted or otherwise debarred** by CWC, FCI or any department of Central or State Government or any other Public Sector Undertaking as on the last date of submission of bid. Undertaking in this regard compulsory ink signed by the authorized signatory shall be submitted.
- j. The bidder should not have been served any NOTICE regarding delay in installation / servicing from CWC/FCI/SWC/or any department of Central or State Government or any other Public Sector Undertaking during last 3 years, nor should have expressly declined to render servicing to any of the weighbridges available at the warehouses. Undertaking in this regard compulsorily ink-signed by the authorized signatory with stamp shall be submitted.

- k. Tender registered under Micro and Small Enterprises, (if applicable):** Micro & Small Enterprises (MSEs) registered with the prescribed agencies are exempted from payment of EMD and should enclose the proof of their being registered with agencies. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23-03-2012 or any other notification issued thereafter
- l.** The total tender documents, enclosures are to be signed by the tenderer at the bottom of each page as token of acceptance and as part of contract in the event of award of contract to him.

NOTE:

Bidder must upload scanned copies of documents as given in eligibility criteria at clause of tender document in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he /they himself / themselves would disqualify for future participation in the tenders of Odisha State Warehousing Corporation works for the next 03 (Three) years

The bidder should submit the tender documents only in GeM portal.

Details of Tender are given below:

i. Availability of Tender in the website (www.oswc.in)	As per GeM Portal
ii. Last date & time of receipt of Tender	As per GeM Portal
iii. Date & time of opening of Tender	As per GeM Portal

In case the date of opening of tender is declared a holiday, then the same will be opened on the next working day but there will be no change in the time.

The OSWC reserves the right to accept or reject any or all the bids without assigning any reason thereof.

The details of tender can be viewed and downloaded from the website www.oswc.in.

Sd/-

Managing Director

Special Instructions to Tenderers

1. Bidders are requested to see page 4 to 5 of tender document for eligibility criteria and documents required therein.
2. Tenderer can be asked to give any clarification to be submitted within specified period of time and in case of failure of tenderer to give clarification his technical bid is liable to be rejected. Tenderers are requested to visit the following clauses which are outlined in the foregoing paragraphs for detailed instructions:
 - Preliminary scrutiny of bids;
 - Further evaluation of Stage: I Technical Bid;
 - Procedure to be followed for obtaining missing documents and specific clarification, etc. .
3. Tenderer is required to submit Appendix-I in lieu of tender document along with documents required under eligibility criteria. He shall sign and stamp each page of the Tender Document as token of acceptance and as part of contract in the event of award of contract to him.
4. The tenders are to be submitted both parts, Part-I containing Technical Details and Part-II containing financial offer i Price Bid (only spares) through GEM portal only. Rates mentioned as “A” & “B” to be quoted to GeM portal.
5. Intending tenderers are advised to visit the place of operations for acquainting themselves with the nature of work, infrastructure facilities and functioning of all operations at the site in their own interest before submitting the tender.
6. No definite volume of work to be performed during the currency of the contract can be guaranteed by OSWC. No claim shall lie against corporation on this count.
7. The Managing Director, OSWC reserves the right to accept / reject the tenders without assigning any reason; the decision of the Corporation shall be final and binding on tenderer.
8. NIT is the part of Tender Document and therefore bidders are requested to read the complete tender document and comply all the conditions mentioned therein.
9. If the day fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day following the Holiday but there will be no change in the time for opening indicated above.
10. Tenders to remain open for acceptance for 90 days inclusive of date of tender opening (technical bid).
11. The Managing Director, OSWC may at his discretion, extend the Ninety (90) days validity to further by 30 (Thirty) days and such extension shall be binding on the tenderers.

12. Any clarification regarding online participation, the bidder can contact: -
Smt Biswajita Mohapatra, Deputy Superintendent, OSWC, Corporate Office,
Bhubaneswar; Mob: 7504208146
Contact e-mail ID: gm@oswc.in
13. Terms for Micro & Small Enterprises
- a) Tender document cost will not be charged from Micro & Small Enterprises (MSEs).
 - b) MSEs who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer the proof of their being registered for goods produced and services rendered as per the notification of Ministry of MSME GoI.
 - c) The MSEs must also indicate the terminal validity date of their registration which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should enclose the attested / self-certified copy of valid registration certificate, giving details such as validity, stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
 - d) The benefit as stated above to MSE, shall be available only for goods / services produced & provided by MSEs for which they are registered.
 - e) In case the MSE does not fulfil the criteria (c), (d) and (e) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India and any other notification issued thereafter.
 - f) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated / forged / tampered / altered / manipulated during verification, then he / they himself / themselves would disqualify for future participation in the tenders of OSWC for the next 03 (Three) years
14. The bid should be uploaded by the authorised signatory under his own digital signature. In failure to do so the bid will be treated as ineligible.
15. **Submission of Tender: -**
- Tenderer shall submit their offer in electronic format on the GEM website on or before the scheduled date and time as mentioned above. No offer in physical form will be accepted and any such offer, if received by OSWC will be outrightly rejected.
16. The bidders have to submit tender cost online and offline payment will not be accepted.
17. The tenderers must furnish full, precise and accurate details in respect of information of the tender document.
18. Person or persons uploading/signing the bid shall be authorized to do so. The bid should be uploaded by the authorized signatory under his own digital signature.

19. The Tenderer can be asked to give clarification and missing documents to be submitted within a specified period of time and in case of failure of tenderer to give such clarification and missing documents his technical bid is liable to be rejected.

20. Preliminary scrutiny of bids: -

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

- A. The bid is unsigned (where the bid documents have been uploaded using the digital signatures of the person authorized to sign, the same shall be treated as duly signed);
- B. The bid is not legible;
- C. EMD / Bid security declaration has not been received;
- D. The bid validity period mentioned by the bidder in the bid document is for a shorter period than the period required and stipulated in the bid document.
- E. The bidder has not quoted for all the items, as specified in Financial Bid.
- F. The bidder has not agreed to the essential conditions i.e. scope of supply, warranty/guarantee clause, liquidated damages / penalty clause, security deposit / performance bank guarantee and dispute resolution mechanism.
- G. Conditional Tenders.

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

22. Further evaluation of Stage - I Technical Bid

- A. Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.
- B. The Corporation, if necessary, may ask the tenderer for any specific information/ clarification relating to qualifying document/condition or can seek missing document(s). The required clarification and missing documents must be uploaded within specified time subject to maximum of 02 days on the same portal as per the procedure prescribed under the title: "Procedure to be followed for obtaining missing documents and specific Clarification"
- C. The missing documents to be submitted should not be of a date later than the date of submission of original bid. The missing document sought is allowed to be submitted only by uploading on the tender website through which same has been asked.

D. “With respect to qualifying criteria, if any information / document is not submitted or partly submitted or wrong document is submitted or the document submitted does not explain fully the tender requirements, same can be sought by the Corporation from the tenderer”.

E. Corporation well within its rights to waive minor infirmity or non-conformity or irregularity like spelling mistake(s), signature missing on any page which does not constitute a material deviation.

F. The tenderer has the option to respond or not to respond to these queries.

G. The request for clarification and missing document(s) by the Corporation and the response of the bidder shall be in writing and no change in price or substance of the tender shall be sought, offered or permitted.

H. If the tenderer fails to respond, within the stipulated time period or the clarification(s)/and missing document(s) submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the same and the tender will be summarily rejected.

I. All the responses to the clarifications and missing document(s) will be part of the Proposal of the respective tenderer and if the clarifications and missing document(s) are in variance with the earlier information in the proposal, the information provided in later stages will also be the part of the evaluation process for technical qualification.

J. Corporation shall evaluate the technical bids to determine whether they are complete, whether the required documents as asked for have been submitted and whether the technical bid is generally in order as per the qualifying conditions of the tender.

23. Procedure to be followed for obtaining missing documents and specific Clarification:

A. An Icon for clarification and missing document(s) shall appear on “Bid details” page (in front of each of the bidder’s name) at Corporation’s end after opening of Technical / Financial Bid.

B. Corporation shall click on clarification and missing document(s) icon for the desired bidder and enter the details of clarifications and missing document(s) sought within the prescribed time.

C. After entering the details of clarification and missing document(s) sought by the Corporation, same icon is to be clicked at bidder’s end for replying to the particular clarification and missing document(s) sought by the Corporation. The system will also send the alert to the bidder at his registered e-mail address about the clarification and missing document(s) sought by the Corporation.

D. Bidder will click on clarification icon and will reply to the same and upload the required clarification and missing document (optional) in support of clarification sought and also submit missing documents, if any, within the

prescribed time. Bidder cannot ask for any clarification from the Corporation.

E. Once the prescribed time expires, the reply button of clarification and missing document(s) screen from bidder side shall also disappear automatically.

F. After expiry of prescribed time, Corporation shall download the clarification and missing document(s) submitted by the bidder.

G. Bidder to refer clarification and missing document(s) available on GEM portal/OSWC's website or seek assistance from the Help desk.

24. Opening of Tenders:

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

25. Corrupt Practices:

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

26. Determination of L-1:

The determination of L1 shall be as under:

“(Sum of Rate quoted for Annual Maintenance Charge per ELWB (A)+ Sum of Rate quoted charges payable per ELWB for arranging stamping (B)) total “C”.

Note:

(1) Lowest bidder will be decided on the lowest total rate at C i.e., A+ B

(2) Rate quoted shall be including GST.

27. Execution of Agreement:

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

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

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

Sd/-
Managing Director

PART-I

TECHNICAL BID

Dear Sir,

For and on behalf of the Odisha State Warehousing Corporation(OSWC) (hereinafter referred to as Corporation), I invite you to quote your rates for servicing, Repairing and Stamping of Electronic Lorry Weighbridges available at our Warehouses in the state of Odisha. The Lorry Weighbridges include Electronic Lorry Weighbridges of different capacities available at OSWC Depots located in the state of Odisha. The contract is for a period of **two years** from the date of entering into Contract / awarding the contract, whichever is later, extendable by one more year or part thereof at the sole discretion of the Corporation on the same rate, terms and conditions.

1. If you are in a position to quote for the service in accordance with requirements stated in the attached schedule, please submit your rates online and advised to submit the all required documents through GeM Portal

2. Particulars and specifications: The contractor shall attend to Servicing, Repairing and Maintenance of the Lorry Weigh bridges as mentioned in the Schedule.

3. Preparation of tender: Bids can be submitted through GeM Portal only.

4. Signing of Tender:

(a) The tender is liable to be ignored if complete information is not given there in or if the particulars and date (if any) asked for in the schedule to tender are not fully filled in. Particular attention must be paid to delivery date and also to the particulars referred to in the conditions of the contract.

(b) Tender and other documents connected with a contract must furnish the following information / documents.

i) Whether it is being submitted by an individual, or a sole proprietary concern, or a partnership firm or a company registered under the company Act or a society registered under the Co. operative Societies Act or Registration of societies Act and shall be signed, in case of a partnership firm, by all partners of their duly appointed attorney and, in case of Companies, societies, by such directors/members of the Managing Committee of officers as may be duly authorized for this purpose.

ii) Certificate of Competency/registration from the State Government / National Small Industries Corporation (Where applicable)

iii) Licensed Capacity. Hold a valid license to undertake repairing and servicing of ELWBs in Odisha in their name or through their associate partner (copy of license to be enclosed). In case licence is of associated partner, the bidder shall submit the details of such associated partner alongwith the valid licence.

iv) Past experience: The bidder shall submit the proof / document (Past Performance certificate issued by Govt/PSU or Sanction order along with Work order for having experience in the field of AMC of ELWBs issued by Govt/PSU) supporting to the past experience for a minimum of 3 Nos. ELWBs for a minimum period of one year in last 5 years. Preference shall be given for the experienced bidders.

5. Earnest Money Deposit: EMD:

The Earnest Money Deposit (EMD) also known as Bid Security is obtained from the bidders to safeguard the Corporation against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry.

An amount equal to 2% of the estimated value of contract for one year i.e., Rs.1,50,000/-, is to be paid by the participating bidders.

The EMD shall be accepted through online mode i.e. NEFT/RTGS or any other digital mode allowed in the respective tendering system i.e. GeM / e-tendering portal etc and in no case, Cheque/DD shall be accepted.

6. Bid Securing Declaration (BSD) as per Appendix-II the bidders who are eligible for EMD exemption has to submit BSD and bid not accompanied by Bid Securing Declaration shall be liable to be summarily rejected.

MSEs registered with the prescribed agencies are exempted from payment of cost of EMD and tender and should enclose the proof of their being registered with agencies mentioned in the tender document. Their registration should be valid as on last date of submission of tender and they should also mention the terminal validity of their Registration, if applicable, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India or any other notification issued thereafter Any false/ wrong information/ credentials submitted may lead to the tenderers being blacklisted in OSWC and debarred for participating in tender for next 3 (Three) years.

7. Performance Security/Security Deposit:

i) On acceptance of the tender, the contractor shall be required to deposit security amount equivalent to 5% of Contract value in favour of the Managing Director through digital mode i.e. NEFT/RTGS etc by scheduled banks only within 15 days of the acceptance of their tender.

ii) If the contractor having been called upon by the Corporation to furnish security fails to do so within the specified period it shall be open to corporation:

a) to recover from the contractor the amount of such Security Deposit by deducting the amount from the first bill of the contractor under this contract or any other contract with the Corporation, or

b) to cancel the contract and suspend/ban the trade relations with them or debar to participate in all future tender enquiries with OSWC based on merit of each case for next 3 (Three) years without prejudice to any other rights and remedies of the Corporation under the contract and law.

iii) The Security Deposit furnished by a tenderer shall carry no interest and no claim shall lie against the corporation in respect of interest under any circumstances.

iv) If the contractor fails or neglects to observe or perform any of his obligations under the contract it shall be open to the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the contractor or to appropriate the security deposit of any be claimed for any damages, losses, charges, expenses, or cost that may be suffered or incurred by the corporation. Same as aforesaid if the contractor duly performs and completed the contract in all respects and presents an absolute '**No Demand Certificate**' in the prescribed form of the corporation, corporation shall refund the security deposit within the period of six months of the expiry of the contract after deducting all costs and other expenses that the corporation may have incurred.

v) The decision of the Corporation in respect of damages, losses, charges costs of expenses shall be final and binding on the contractor.

vi) In the event of the Security Deposit being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter any become due to the

corporation, should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the corporation on demand the balance due.

vii) If the successful tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this tender and fresh Security Deposit will be required to be furnished.

8. Period of Contract:

The period of contract shall be **two years**. Service and maintenance work has to be undertaken at quarterly intervals for ELWB. Payment shall not be arranged for the period not covered in the service maintenance work. However, the contractor should attend to breakdown calls as and when required at no extra cost. The service contract period is liable to be extended on the same rates, terms and conditions for further period of 01 (one) year or part thereof from the date of expiry of the initial contract period, at the discretion of the corporation.

9. Breakdown calls:

The contractor shall attend to all breakdown calls intimated through email / phone calls, as and when required at no extra cost, within **72 hours** of receiving complaint from any of the respective Depot In-charge. No extra payment will be paid on account of attending breakdown/ emergency repair calls. Service report(s) to be submitted in the prescribed format of OSWC.

10. Penalty:

If the contractor fails to attend the breakdown call within 3 days, a penalty will be levied @ Rs.500/- per day after 3 days of or after 3 days of issue of Work Order, whichever is later, subject to the maximum of 10% of the annual value of the contract of the ELWB in question.

If the contractor fails to attend the servicing of any ELWB during any quarter, the payment for the same quarter for the ELWB for which service not attended will not be paid.

In addition, penalty up to 25% of servicing charges(AMC) shall be deducted from the bills/SD payable to the contractor.

11. Validity of Offer:

In consideration of the rates or premises, award of the offer (Tender) shall remain open for acceptance without any modification in the rates or terms and conditions of tender for a period of **90 days** from the date of opening of the tender and in the event of any breach of this condition, without prejudice to any other rights or remedy of the corporation.

12. Opening of Tender:

The bidders are at liberty to be present or authorize a representative to be present at the opening of tender at the time and date as specified. If the date fixed for opening of tender is a holiday, the tender will be opened at the same time as the next working day following the holiday or holidays.

13. Acceptance of Tender:

By the issue of communication of acceptance of Tender, the contract will come into force. Successful firm has to execute an agreement in the format on non-judicial stamp paper of appropriate value **within 7 days** from the receipt of acceptance.

14. Inclusion /Exclusion of ELWBs:

OSWC will have right to include / exclude ELWBs in the contract at same cost and terms and conditions at any time.

15. Integration of ELWBs with WMS and DOS:

The Lorry Weighbridge shall be integrated with the Warehouse Management Solution (WMS) and Depot Online System (DOS)/any other govt portals provided by the service provider of CWC and FCI/Govt. without any additional cost.

The Application Programming Interface (API) is to be provided by the contractor which shall push information of weight capture along with the date and time of capturing weight, to enable the service provider of OSWC to build API to receive the information from the database of LWB software.

Brief Description of scenario: When truck is on weighbridge for weighment and official clicks on capture weight from WMS, WMS server shall hit / send API to the server of LWB for asking required information (weight, date & time), then API of LWB shall provide asked information from LWB database and WMS shall pop up the same on its screen.

17. Rates & Payment:

a) The rates towards Service and Maintenance shall be quoted FOR 2 years for each weighbridge (capacity wise) against each center in GEM portal.

All traveling and other expenses of mechanics and supervisory staff or any other staff should be included in the rates quoted. No separate charges shall be entertained on this account.

b) Stamping and Verification

The contractor should get stamping and verification of the Lorry weighbridges wherever necessary as per requirement by appropriate state government authority well in time. Test weight & labour fees are included in the contract. The AMC agency should initially pay the stamping and verification fees to the government and prefer a bill subsequently duly supported by the receipt issued by the authority concerned and duly certified by the Depot In-charge. No govt. late fees shall be paid by OSWC.

c) AMC Inclusion:

One-time replacement of Digitizer and/or Junction Box (if required) and integration of API with WMS/DOS/Any other portal of Govt. for all warehouses and calibration thereof, is included in AMC.

The servicing includes complete overhauling, cleaning, greasing checking the accuracy of the ELWB and All minor spares and IC of Digital Indicator include in servicing.

Expenditure in deputing service engineer to the site for service and maintenance and for preparation of ELWB for stamping included. Expenditure on Annual painting of platform and external metal parts included.

d) AMC Exclusion:

Spares which are not covered under regular AMC (i.e. One time replacement) are Junction box, Load cell, Digital Indicator, Jumbo display unit, AD card, Processor card and display unit of Digital indicator, Worn out Bolt and Nut.

UPS and batteries, Computer and Printer. Any parts which are damaged by fire, flood and lightning and high-power flow are not covered under AMC.

Any such damages due to any of the said natural disasters shall be duly certified by the Depot in-charge concerned. Payment to the contractor shall be arranged after service maintenance work is undertaken. The contractor should prefer claim through a bill in duplicate supported by "Service Report" declaring the number and the capacity of the scale serviced, duly certified by the concerned Depot In-charge or his authorized representative. Any other document required by the Corporation from time to time, to meet the requirement of Audit, shall also be furnished.

17. Other Conditions:

All the Lorry Weighbridges should be painted with suitable anti-corrosion paint at no extra cost before stamping. Test weights should be arranged by contractor himself for checking and verification of weighing ELWB. There should be no escalation clause in the tender. The contractor should bear the responsibility for any penalty or legal action arising out of non-stamping of ELWB in time and for any error observed during the surprise checks by Legal Metrology department. The difference in weight noticed by the depositor / staff due to the non- attending of quarterly servicing (or) non-attending the breakdown/repair immediately, if any recovery made by the depositor and the same is liable to contractor. It is the total responsibility of AMC contractors for timely / periodical servicing / adjustment and for arranging stamping before due date for all the Lorry Weigh-bridges available at the Warehouses in the state of Odisha during the contract period. Any claim/penalty if imposed by the Legal metrology due to delayed stamping/improper servicing etc., the contractor shall solely be held responsible for such lapses. The rates for all the spare parts separately for LWBs should be given. The spare parts replaced should be of the same make or suitable to the equipment proposed for repair. **Two-year guarantee is to be given for the spares replaced. Only brand-new spare parts should be used. In case sub-standard/ once used/ paired spare parts are used, the contract shall be terminated and contractor shall be blacklisted by OSWC for 3 years.**

18. The number/quantum of ELWBs may decrease or increase depending upon the requirement at the warehouses concerned during the contract period. New ELWBs purchased and supplied to the Warehouses shall also have to be serviced, and in case of not having approved rates for any such new ELWBs the same shall be fixed with mutual consent. The Corporation is not bound to accept tender in respect of all ELWBs and reserves the right to accept the tender in respect of one or more ELWBs.

19. Recovery of Due:

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the corporation shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the Security Deposit for the purpose aforesaid, the Corporation shall be entitled to withhold the Security Deposit and shall have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the corporation shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Corporation pending finalization or adjudication of any such claim. It is an agreed term of the contract that sum of money so withheld or retained under the lien referred to above, by the Corporation will be kept withheld or retained as such by the corporation till the claim arising out of or under contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that contractor will have no claim or interest on damages whatsoever on any account in respect of such withholding or retention under the lien preferred to above and duly notified to as such the contractor. For the purpose of this claim where the contractor is a partnership firm, the Corporation shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner, whether in his individual capacity or otherwise.

21. Breach of Contract:

If the contractor fails to perform the servicing, maintenance and stamping of the weighing equipment the corporation will entrust the servicing and maintenance work to other servicing agents without notice at his risk and cost without prejudice to other terms and conditions. If the contractor fails or neglects to perform any of the obligation under the contract, it shall be open to the corporation to forfeit in whole or in part in its absolute discretion the security deposit furnished by the contractor.

22. Cancellation of Contract in full or part:

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

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

him by the Corporation under this contract or any other account whatsoever or any money due to him by the Corporation or any Department of the Central Government/Public Sector Undertakings and is recoverable from the contractor through any other legal records.

- d) In the event of any one or more of the above courses being adopted, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advances on account or with a view to the execution of the work or contractor shall have no claim to compensation for any loss sustained by him by the performance of the contract, provided in case action is taken under any of the provisions aforesaid, the contractor shall be entitled for payment only for such portions of the works actually executed under this contract and provided the Corporation has certified in writing that the execution of such work has been in accordance with the conditions of the contract and also the value payable in respect thereof. The release of such payment due to the contractor is subject to conditions and other relevant provisions of this contract.

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

22.3 The Corporation may at any time terminate the contract by giving not less than 15(fifteen) days written notice to the contractor, without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Corporation. In the event, Corporation terminate the contract in whole or in part, Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the contractor shall be liable to Corporation for any risk and costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated. In addition, such action by Corporation's aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works.

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

23. Suspension of works:

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

24. Requirements where there are no specifications

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

25. 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 AMC, 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.

26. Taking over of the ELWBs:

The successful bidder shall take over all the ELWBs normally within 15 days of issue of Award Letter or within the time limit as specified in the Award Letter and forward the “Handed Over and Taken Over Certificate” on or before the due date as mentioned in the Award Letter. In case the “Handed Over and Taken Over Certificate” is not submitted by the bidder to OSWC, Corporate Office, Bhubaneswar on or before the due date, it shall be construed that the bidder has taken over the electronic weighbridges under contract with effect from the date of commencement of AMC as may be decided by the Managing Director, OSWC. After completion of the contract period, the AMC agency must hand over all the passwords(if any) /software requirement to OSWC as per requirement for the next contract.

27. Arbitration:

Any dispute arising between the contractor and the corporation, during the tenure of contract period, referred to the arbitrator only appointed by the Managing Director, OSWC.

Sd/-

Managing Director

APPENDIX-I

COMPLIANCE TO BID REQUIREMENT

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

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

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

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

Stamp and signature of the bidder: _____
Name of the bidder: _____

NOTE: To be stamped and signed by the authorized signatory who is signing the Bid and scanned copy to be uploaded along with the Technical Bid.

APPENDIX -II

**Performa for Bid security/EMD Declaration
(On Non-Judicial Stamp Paper)**

To,
The Managing Director
Odisha State Warehousing Corporation
Corporate Office, Bhubaneswar
Plot No-2, Cuttack Road, Bhubaneswar-751006

I/We. The undersigned, declare that;

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration. I/We accept that I/We may be disqualified from bidding for any contract with Odisha State Warehousing Corporation for a period of next 3 (Three) years from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the OSWC during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if, I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Stamp and signature of the bidder:
Name of the bidder:

DECLARATION

I/We agree to undertake AMC of any ELWB of similar capacity in any Warehouses of OSWC in the state of Odisha at the same rate as quoted in the Tender, after expiry of guarantee period or other expiry of running AMCs on approval from OSWC at the above approved rates.

I/We hereby certify that I/We agree to the terms and conditions in the Tender and ready to undertake AMC of ELWBs as above at the lowest rate quoted by me/us.

The rates quoted in the Price Bid (Part-II) include all available credits and duty set offs under GST regime. We also undertake to pass onto the purchaser, all additional credits and duty setoffs under GST regime as may become available in future in respect of all the inputs, used in the manufacture of the final product on the date of supply under the GST regime by way of reduction in prices and advise the purchaser accordingly.

Date:

Signature of Tenderer:

Name:

Address:

Seal:

Note:

1. The Tenderer / Supplier shall quote their rates/prices in the prescribed Excel format in Price Bid (Part-II).
2. OSWC reserves the right to consider the rates and award of the contract and also reserves the right to reject the rates quoted by the party without assigning any reason. The decision of Managing Director, OSWC shall be final and binding on all the bidders.

APPENDIX -IV**AGREEMENT**

The Odisha State Warehousing Corporation having agreed to grant the contract of Annual Maintenance, servicing and certification/stamping of Electronic Lorry Weighbridges in response to the submission of tender documents by me/us on _____ to the Managing Director, Odisha State Warehousing Corporation, Corporate Office, Bhubaneswar.

I / We, _____ (here enter full name and address of contractor) am/are executing this agreement on _____ and hereby confirm that I/we have thoroughly examined and understood the terms and conditions of Tender and Instructions to Tenderers bearing No. _____ dated _____ issued by the Managing Director, Odisha State Warehousing Corporation, Corporate Office, Bhubaneswar for appointment of Annual Maintenance Contractor for Electronic Lorry Weighbridges located in the Warehouses of OSWC in respect of the quarterly servicing/maintenance of Electronic Lorry Weigh Bridges in perfect working condition, including supply and replacement of spare parts, arranging annual stamping/certification by the concerned State Government Authority (Legal Metrological Department) etc., and also those of general conditions of contract and its Appendices and agree to abide by them.

I/we am/are willingly undertaking the said work consequent on the approval of the tender given by me/us to the Managing Director, Odisha State Warehousing Corporation, Chennai at the rate mentioned in Price Bid (enclosed) which forms part of this agreement and as per terms and conditions of the tender.

I/We, assure the said Corporation that I/we will undertake the said work to the best of my/our ability at all stages, during the tenure of the contract. This agreement will remain in force for a period of Two Years, with effect from ___ or the date up to which the contract is extended.

The Managing Director, Odisha State Warehousing Corporation, Corporate Office, Bhubaneswar reserves the right to extend the period of contract for further period up to 1 year on the same rates, terms and conditions.

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

(.....) Contractor.

MANAGING DIRECTOR, OSWC

Odisha State Warehousing Corporation

Service Report

01	Name of the Warehouse			
02	Capacity of ELWB			
03	Date of complaint			
04	Date of Visit			
05	Complaints details			
06	Spare Parts provided	Make	Model	Sl No
	a)			
	b)			
	c)			
	d)			
	e)			
07	Remarks (If any)			

Signature of the Warehouse In-charge

Date:

Seal:

Signature of Service Engineer

Date:

Seal:

Note:

Contact email ID for Corporate Office, OSWC: gm@oswc.in

Contact: Smt Biswajita Mohaptra, Dy Supdt, OSWC, CO, Bhubaneswar, 7504208146

PART-II

PRICE CALCULATION Rate has to be Quoted in GEM Portal

Sl. No.	Particulars	Rate quoted per item including GST
1.	Rate quoted for Annual Maintenance Charge per ELWB per year -(A)	
2.	Rate quoted for charges payable per ELWB for arranging stamping & verification per year -(B)	
	Total-(C)	
Rate quoted for spare parts of ELWB. All spare parts supplied shall be compatible to the load cells, Digital Indicator, Junction box or any part of the existing ELWB. Payment only on supply		
Note: OSWC will indent for these spare parts as and when required/ need arises during breakdown of any items. The rate quoted below will not be considered for payment of quarterly AMC charges.		
SL	Rate quoted for New Serviceable spare parts	Rate per item (1 No.) Excluding GST
1	Loadcell 'S' type	
2	Load cell accessory per set	
3	Digital Indicator	
4	Junction box	
5	Jumbo Digital Display Board	
6	UPS 01 KVA online	
7	Battery 88 AH	
8	Battery 130 AH	
9	CVT Capacity 01 KVA	
10	I5 6th generation Computer system or above (2.5 GHz or more speed)	
11	Printer 80 Column	
12	Earthing Charges	
13	Software Serial Key	
14	Gas Cutter, Welding set & Unskilled labour	
15	General IC	
16	RAM IC (1)	
17	RAM IC (2)	
18	Weighing Box (Indicator)	
19	Weighing Box (Indicator)- Option to connect key board and Mouse	
20	Load Cell 18 Ton to 22 Ton	
21	Load Cell double ended shear beam 30 tons 20 Mother board	
22	Memory circuit board	
23	Analog to Digital circuit board	

24	Charger circuit board	
25	Real time Eric non-volatile RAM	
26	Key board adopter circuit	
27	Transformer	
28	DC-DC circuit board	
29	Mosfet Diodes	
30	Transistors	
31	3.6 V Battery	
32	Capacitors	
33	PF's	
34	Crystals	
35	Steel Gaddars	
36	Platform Steel Plates	
37	Steel Strips	
38	Plate to Channel fixing bolts and Nuts	
39	Welding rods	
	Other if any, specify	

Note:

- (1) Lowest bidder will be decided on the lowest total rate at C i.e., A+B incl GST in GEM portal
 (2) Spare part Rates are not inclusive of Price bid. Spare rates will be accepted after negotiation.

Date:

Signature of Tenderer:

Name:

Address:

Seal: