e-TENDER NOTICE (2nd call)

On behalf of the Oulgaret Municipal Council, Oulgaret Municipality, Jawahar Nagar, Puducherry – 5, the sealed tenders are invited under two bid system for the work, “Supply, installation, testing, and commissioning of 1 no. of new 60 MT capacity surface mounted Electronic weighbridge with 12m x 3m platform hermetically sealed compression type/double ended shear beam type load cells, Digital Weight Indicator, Personal computer with alpha numeric key board, recording and printing units along with UPS including Civil and Electrical works at Kurumbapet dumping yard, Villianur Commune Panchayat, Puducherry (2nd call)” as per the Technical specification of the Municipality, from the reputed firms upto 3.30 p.m. on 28.08.2015. The terms and conditions and technical specifications can be downloaded from the website https://pudutenders.gov.in.

Sd./-
(M.S. RAMESH)
COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY-5

e - Tender Document
For
Supply, Installation, Testing And
Commissioning of Surface Mounted
Electronic Weighbridge
at
Kurumbapet, Dumping Yard
Puducherry.

OFFICE: Oulgaret Municipality, Jawahar Nagar, Reddiarpalayam,
Puducherry-605 005.
Phone: 0413 2200941 /2200812 0413 Fax: 0413 2201515 e-mail: om.pon@nic.in
## CHECK LIST OF DOCUMENTS

TENDER NOTICE INVITED ONLINE e-TENDER FOR SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 60 MT CAPACITY ELECTRONIC WEIGHBRIDGE INCLUDING CIVIL & ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD, PUDUCHERRY (2nd call)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of the Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cost of Tender documents Rs.1040/- (Rupees one thousand forty only) non refundable by DD/Pay orders/Bankers Cheque.</td>
</tr>
<tr>
<td>2.</td>
<td>Earnest Money Deposit Rs. -----------------------------(Rupees --------------------------- only) in the form of DD/Banker’s cheque.</td>
</tr>
<tr>
<td>3.</td>
<td>Solvency certificate of Rs. ----------------------------- (Rupees ------------------------------------ only) from any Nationalised Bank or scheduled Bank which shall not be more than 3 months old from the date of inviting NIT.</td>
</tr>
<tr>
<td>4.</td>
<td>Technical Bid with name of work (As enveloped “A”)</td>
</tr>
<tr>
<td>5.</td>
<td>Price Bid with name of work (As enveloped “B”)</td>
</tr>
<tr>
<td>6.</td>
<td>Latest valid VAT/Sales, Tax/Works Contract Registration certificate from the concerned authorities of the state as applicable.</td>
</tr>
<tr>
<td>8.</td>
<td>Model approval upto 80MTC certified from the Director of Metrology, Govt. of India.</td>
</tr>
<tr>
<td>9.</td>
<td>Proof of Annual production of 20 Nos. 60 MT WEB from NSSIC/SSIC/DIC.</td>
</tr>
<tr>
<td>10.</td>
<td>Certificate in respect of satisfactory installation of 15 numbers surface Mounted Electronic Weighbridge not less than 40 MTC in Government organizations or in PSUs or Reputed companies registered under Company’s Act in the last (seven) financial years ending on 31-03-2015 which should be supported by their performance certificate (Mere submission of work order/supply orders will not be considered as proof of satisfactory performance of EWBs) from the end clients / customer.</td>
</tr>
<tr>
<td>11.</td>
<td>Audited Balance sheet for having average annual turnover of minimum Rs.10.00 crores (Rupees Ten crores only) during last three preceding financial years ending on 31-03-2015 supported with audited Balance Sheet for the year 2012-13, 2013-14 &amp; 2014-15 showing annual turnover. If Annual Account for 2014-15 is not completed, the same should be submitted subsequently on demand</td>
</tr>
<tr>
<td>12.</td>
<td>Licence from Department of Metrology for repairing/servicing of electronic lorry weighbridges in their name. Licence should be possessed for repairing and servicing for the EWB as per the Legal Metrology Act, 2009.</td>
</tr>
<tr>
<td>13.</td>
<td>Complete schedule to be attached duly digitally signed by tenderer.</td>
</tr>
<tr>
<td>14.</td>
<td>Outline dimensional and cross sectional drawings.</td>
</tr>
<tr>
<td>15.</td>
<td>Whether corrections in the tender document are authenticated by tenderer.</td>
</tr>
<tr>
<td>16.</td>
<td>Whether documents required under eligibility criteria are digitally signed on every page of the tender documents are duly digitally signed by the bidder with seal.</td>
</tr>
<tr>
<td>17.</td>
<td>In case of firm, whether signed separately by each constituent partner or on his behalf by a person holding Power of Attorney.</td>
</tr>
<tr>
<td>18.</td>
<td>A set of detail description/specifications and basic data of equipments &amp; machinery along with drawings.</td>
</tr>
<tr>
<td>19.</td>
<td>Whether technical data filled up and digitally signed by bidder (Section-IX, Schedule--</td>
</tr>
</tbody>
</table>
TENDER NOTICE INVITED ONLINE e-TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD PUDUCHERRY (2ND CALL).

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>b.</td>
<td>PRICE OF TENDER DOCUMENT</td>
<td>Rs.1,040/-</td>
</tr>
<tr>
<td>c.</td>
<td>DATE FOR DOWNLOADING OF BID DOCUMENT</td>
<td>13-08-2015 @ 11.00 A.M</td>
</tr>
<tr>
<td>d.</td>
<td>LAST DATE AND TIME FOR SUBMISSION OF BID</td>
<td>28-08-2015 @ 3.30 P.M.</td>
</tr>
<tr>
<td>e.</td>
<td>TIME AND DATE OF OPENING OF TECHNICAL BID</td>
<td>28-08-2015 @ 4.00 P.M.</td>
</tr>
<tr>
<td>f.</td>
<td>ADDRESS FOR COMMUNICATION</td>
<td>THE COMMISSIONER, OULGARET MUNICIPALITY, JAWAHAR NAGAR, REDDIARPALAYAM, PUDUCHERRY-605 005.</td>
</tr>
<tr>
<td>g.</td>
<td>WEBSITE FOR DOWNLOADING OF DOCUMENTS (LAST DATE AND TIME)</td>
<td>WEBSITE: <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a></td>
</tr>
</tbody>
</table>

Signature of the Tenderer
TENDER NOTICE

On behalf of Oulgaret Municipal Council online e-Tender is invited as per terms & conditions mentioned in Tender Document under Two Bid System (Techno-Commercial Bid) from the reputed Manufacturers for supply, installation and commissioning of one number New 60MT capacity Electronic Weighbridge, surface Mounted complete with 12m x 3m platform, hermetically sealed compression type / double ended shear beam type Load Cells, Digital Weight Indicator (Digitizer), Personal Computer with alpha numeric Key Board, Recording and printing units along with UPS including civil & electrical works at Kurumbapet, Dumping Yard, Vilianur Commune Panchayat, Puducherry on turnkey basis as per requirement during the period of contract as per following:

<table>
<thead>
<tr>
<th>Tender Notice No.</th>
<th>32-20/Engg.(6)/O.M/2015-16, dt. 10-07-2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisation Name</td>
<td>Oulgaret Municipality</td>
</tr>
<tr>
<td>Office Address</td>
<td>THE COMMISSIONER, OULGARET MUNICIPALITY, JAWAHAR NAGAR, REDDIARPALAYAM, PUDUCHERRY-605 005.</td>
</tr>
<tr>
<td>Scope of Work</td>
<td>Supply, installation, testing and commissioning of 60 MT Capacity surface mounted Electronic Weigh Bridge including Civil and Electrical Works at Kurumbapet, Dumping Yard, Vilianur Commune Panchayat, Puducherry. Quantity= 1 No.</td>
</tr>
<tr>
<td>Tender Notice</td>
<td>On behalf of Oulgaret Municipal Council, Commissioner, Oulgaret Municipality invites online e-tender for the above work from intending bidders bid documents will be available on website: <a href="https://pudutenders.gov.in">https://pudutenders.gov.in</a></td>
</tr>
<tr>
<td>Tender Type</td>
<td>Open</td>
</tr>
<tr>
<td>Product</td>
<td>Supply, installation, testing and commissioning of 60 MT capacity Electronic Weighbridge including Civil &amp; electrical works.</td>
</tr>
<tr>
<td>Joint venture</td>
<td>Not allowed</td>
</tr>
<tr>
<td>Schedule of Tender</td>
<td>i) For downloading of Tender documents</td>
</tr>
<tr>
<td></td>
<td>ii) Last date and time of submission online e-tender</td>
</tr>
<tr>
<td></td>
<td>iii) Physical submission or by courier EMD and Tender cost in the form of demand draft/pay order/bankers cheque issued by Nationalized or schedule bank in favour of the Commissioner, Oulgaret Municipality payable at Puducherry.</td>
</tr>
</tbody>
</table>

Signature of the Tenderer
<table>
<thead>
<tr>
<th>Date and time of Technical Bid opening</th>
<th>28-08-2015 @ 4.00 P.M.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date and time of Financial Bid opening</td>
<td>Will be intimated later on.</td>
</tr>
<tr>
<td>Bid validity period</td>
<td>90 (Ninety) days further extendable for 30 days</td>
</tr>
<tr>
<td>Project duration</td>
<td>45 days</td>
</tr>
<tr>
<td>Cost of Tender</td>
<td>Rs.1,040/- (Rupees One thousand and forty only) (Non-refundable) by Demand Draft/Pay Order/Bankers Cheque. Demand Draft/Pay Order/Bankers Cheque may be drawn on any nationalized/schedule bank in favour of the Commissioner, Oulgaret Municipality payable at Puducherry</td>
</tr>
<tr>
<td>EMD</td>
<td>2% of the total quoted amount</td>
</tr>
</tbody>
</table>

### Eligibility Criteria

Reputed manufacturers who wish to participate should qualify the following eligibility parameters for quoting the rates online:

1. Latest valid VAT/Sales Tax/Works contract Registration Certificate from concerned Authorities of the State Govt. as applicable.
2. Latest valid Licence for manufacturing of electronic lorry weighbridge issued by the State authorities.
3. Model Approval upto 60 MTC EWB Certificate from Director of Metrology, Govt. of India.
4. Proof of annual production capacity of 20 Nos. 60 MTC EWB.
5. Solvency Certificate from a Nationalized or Scheduled Bank of Rs. 30 lakh (Rupees thirty lakh only) which shall not be more than three months old from the date of inviting of NIT.
6. Certificate in respect of satisfactory installation of 15 numbers surface mounted type weighbridge not less than 40 MTC in Government organizations or in PSUs or Reputed Companies registered under Company’s Act in the last 7(seven) financial years ending on 31.3.2015 which should be supported by their Performance Certificate (Mere submission of work order/supply orders will not be considered as proof of satisfactory performance of EWBs) from the end clients/customer.
7. An average annual turnover of minimum Rs.10.00 Crores (Rupees Ten crores only) during last three preceding financial years ending on 31.3.2015 supported with audited Balance Sheet for the year 2012-13, 2013-14 & 2014-15 showing annual turnover. If Annual Account for 2014-15 is not completed, the same should be submitted subsequently on demand.
8. Licence from Weights & Measures Department of respective state for repairing/servicing of electronic lorry weighbridges in their name. Licence should be possessed for repairing and servicing for the EWB as per the Legal Metrology Act, 2009 in the respective States. Tenderer should furnish the requisite Licence within 30 days from the date of awarded of supply order (of the respective state where work of EWB to be carried out) failing which supply order will be treated as cancelled.
9. Details of other documents/information as prescribed in the check list from S. No. 13 to 19 in the tender document shall also be provided by the bidder strictly along with the technical bid.

Signature of the Tenderer
10. **NOTE**: Bidders must upload and digitally sign the scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/ manipulated during verification, then the EMD of the bidder shall be forfeited and he/them would disqualify for future participation in the tenders of Oulgaret Municipality, Puducherry works for the next 05 (Five) years.

<table>
<thead>
<tr>
<th>Other details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidders who wish to participate in the e-tendering will have to procure valid digital certificate as per Information Technology Act-2000. Bidders can procure this certificate from any of the Govt. approved certifying agency i.e. Consultancy Services.</td>
</tr>
</tbody>
</table>

**DOWNLOAD OF TENDER DOCUMENT**: The tender document for this work is available only in electronic format which bidder can download on free of cost from the mentioned website.

**SUBMISSION OF TENDER**: Tenderer shall submit their offer in electronic format on the above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. No offer in physical form will be accepted and any such offer, if received, by the Oulgaret Municipality, Puducherry will be out rightly rejected. Bidders will have to submit tender cost and EMD by courier or personally in the form of Demand Draft / Pay Orders / Bankers cheque issued by any nationalized or scheduled banks drawn in favour of Oulgaret Municipality payable at Puducherry as per above mentioned scheduled date and time.

| General terms & conditions, special conditions, Technical specifications, Technical Data etc. | As mentioned in the tender document. |
| Information for Online participation | The tenderer after purchasing valid ikey and Digital signature certificate can only be able to download the ‘e’ tender Notice, Notice Inviting Tender and other related documents and upload the bid documents online by verifying the Tender Reference Number/Tender ID assigned for each work from Website [https://pudutenders.gov.in](https://pudutenders.gov.in) |
| | Please contact e-Procurement cell e-tender help desk for guidance in Phone No.0413-2220225 & 1800 3070 2232 (Toll Free) |

Signature of the Tenderer
The tenders are to be submitted in two parts, (Part-I & Part-II) i.e. Technical Bid and Financial Bid through e-tender process only. Part-I contains technical specifications and Part-II containing financial offer.

Tender shall be accepted up to 16.00 Hrs. on the dates mentioned above and shall be opened on the same day at 15.30 Hrs. in presence of the tenderers who may wish to present at their own cost. In case the dates mentioned above happen to be Public Holidays, the next working day will be reckoned for the purpose.

The Oulgaret Municipal Council, reserves the right to accept/reject the tenders without assigning any reason, the decision of the Oulgaret Municipal Council, Puducherry in the matter shall be final and binding on tender.

Tender document contains pages 1 to 60 This NIT is the part of Tender Document.

COMMISSIONER

Signature of the Tenderer
NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD, VILLIANUR COMMUNE PANCHAYAT, PUDUCHERRY (2ND CALL)

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<th>PAGE</th>
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<td>3.</td>
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<td>Form of Tender</td>
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<td>Special conditions for Supply, Installation &amp; Commissioning</td>
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<td>6.</td>
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<td>Form of Agreement</td>
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Signature of the Tenderer
SECTION—I

INVITATION OF TENDER

e-TENDER INVITED FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD, VILLIANUR COMMUNE PANCHAYAT, PUDUCHERRY ON TURNKEY BASIS.

1. Tenders are invited under two bid system in the prescribed form and on behalf of the Oulgaret Municipal Council, Puducherry for supply, installation, testing & commissioning of new surface mounted type electronic lorry weighbridge including civil & electrical works Kurumbapet, Dumping Yard, Villianur Commune Panchayat, Puducherry of Oulgaret Municipality, Puducherry in turnkey basis 60 MT capacity.

The Technical Bid & Price Bid shall be submitted as prescribed under detailed Tender Notice online as Technical Bid and Price Bid containing Technical Bid and Price Bid.

i) TECHNICAL BID with the commercial details should be submitted marked ‘A’- Technical Bid. Earnest Money Deposit payment AND COST OF TENDER DOCUMENT should be paid as prescribed in the detailed Tender Notice alongwith forwarding letter mentioning the name of work.

ii) PRICE BID should also be submitted the same date marked ‘B – Price Bid’. Price Bid will not be opened on the date and time of tender opening. Price Bids of only such tenderers whose technical bids are found technically qualified and acceptable will be opened subsequently on the date and time fixed by Commissioner, Oulgaret Municipality, Puducherry. The date and time of opening the price bids of technically successful tenderers will be intimated to them separately.

2. The work of supply, installation, testing & commissioning (including civil & electrical works), of surface mounted electronic weighbridges as detailed in this tender shall be carried out in accordance with the attached instructions to tenderers, general conditions of contract, special conditions for supply, installation & commissioning, scope of work, schedule, specifications and addenda, if any.

3. EARNEST MONEY:

The tenderer is required to deposit Earnest Money at 2% of the total quoted amount to be enclosed with the tender in the form of Demand Draft/Pay Order/Banker’s Cheque issued by any nationalized or scheduled bank drawn in favour of Commissioner, Oulgaret Municipality payable at Puducherry. Earnest Money Deposits in any other form will not be accepted. Tenders not accompanied by a Demand Draft /Pay Order/Banker’s Cheque towards Earnest Money will be summarily rejected and shall be submitted as prescribed under Tender Notice.

Signature of the Tenderer
The earnest money will be refunded or released, as the case may be to the unsuccessful tenderers within 30 days of the award of the contract. The EMD deposited by the successful tenderer (to whom the work will be awarded) will be released only after successful completion of the entire works including guarantee period under this contract. No interest will be paid on the Earnest Money to the contractor by the Commissioner, Oulgaret Municipality, Puducherry.

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

4. Performance Guarantee:

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

i) Demand Draft/Pay Order/ Bankers’s Cheque of Scheduled /Nationalised Bank in favour of the Commissioner, Oulgaret Municipality.


The successful tenderer shall submit performance bank guarantee within 15 days of the issue of Letter of Intent. This period can further be extended by Oulgaret Municipality, Puducherry upto a maximum period of 7 days on written request of the tenderer detailing the reasons for delays in procuring the bank guarantee and the decision of Commissioner, Oulgaret Municipality, Puducherry to grant extension or otherwise shall be final.

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

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

Signature of the Tenderer
such enlarged time of completion of work including guarantee period.

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

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

The time allowed for completion of entire work of each EWB will be 45 days which will be reckoned from the 10th day of issue of the award letter / supply order or from the date of physical handing over of the site to the contractor for execution of the work of EWB at Kurumbapet dumping yard.

5. Execution of Contract Agreement:

The successful tenderer shall ensure to enter into a formal agreement with the Commissioner, Oulgaret Municipality, Puducherry within 15 days of issue of award letter in the prescribed format at Section-VI on non-judicial stamp paper of appropriate value.

6. Tenders duly signed shall be submitted as two bids i.e. Technical and Price Bids as “Technical Bids/Price Bids” for “Supply, installation, testing and commissioning of surface mounted Type Electronic Weighbridges” at Kurumbapet, Puducherry.

7. The tenderer should quote the rates both in figures and in words at the appropriate place in price break up scheduled attached at Part-II. In case of any discrepancy in the rates quoted, the amount stated in words shall be treated as authentic and final.

8. The last date for downloading of tender documents will be 28-08-2015 upto 3.30 P.M.

9. Tenders must be submitted on 28-08-2015 upto 3.30 P.M Technical Bids will be opened on 28-08-2015 at 4.00 P.M. in the presence of tenderers or their authorized representatives who may wish to be present.

10. The tenders shall remain open for acceptance for a period of 90 days from the date of opening of the tender. The Commissioner, Oulgaret Municipality, Puducherry, however, shall have option to extend the validity of tender for a further period of 30 days. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws the tender before the expiry of said period or makes any modifications in the terms & conditions of the tender, then the Oulgaret Municipality, Puducherry without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money.

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

12. The tenderer is required to submit scanned copy of the following documents with digital signatures along with the Technical Bid:

   a. Latest valid VAT/Sales Tax/Works contract Registration Certificate from concerned Authorities of the State Govt. as applicable.

   Signature of the Tenderer
b. Latest valid Licence for manufacturing of electronic lorry weighbridge issued by the State authorities.

c. Certificate in respect of satisfactory installation of 15 numbers surface mounted EWB not less than 40 MTC in Government organizations or in PSUs or Reputed Companies registered under Company’s Act in the last 7(seven) financial years ending on 31.3.2015 which should be supported by their Performance Certificate (Mere submission of work order/supply orders will not be considered as proof of satisfactory performance of EWB) from the end clients/customer

d. Average annual turnover of minimum Rs.10.00 crores (Rupees Ten crores only) during last 3 preceding financial years ending on 31.3.2015 supported with audited balance sheet for the year 2012-2013, 2013-2014 & 2014-2015 showing annual turnover. If Annual Account for 2014-15 is not completed, the same should be submitted subsequently on demand.

e. Licence from Department of Metrology, Government of the respective state for repairing/ servicing of electronic lorry weighbridges in their name. Licence should be possessed for repairing and servicing for the EWB as per the standards of Weights and Measure Act. Tenderer should furnish the requisite Licence within 30 days from the date of award of supply order of the respective state where work of EWB to be carried out failing which supply order will be treated as cancelled.

f. Earnest Money deposit at 2% of the total quoted amount to be enclosed with the tender in the form of DD/Banker’s Cheque/Pay Order issued by any nationalised or scheduled bank drawn in favour of Commissioner, Oulgaret Municipality payable at Puducherry.

g. Cost of Tender Document Rs. 1,040/- (Rupees One thousand and forty only) in cash if the tender purchased from the or by DD/Pay Order/Banker’s Cheque issued by any nationalised or scheduled bank drawn in favour of the Commissioner, Oulgaret Municipality payable at Puducherry shall be submitted by the bidders for of down loaded tenders at the time of submission.

h. Details of other documents/information as prescribed in the check list from S.No.13 to 19 in the tender document shall also be provided by the bidder per procedure along with the technical bid.

i. Model approval upto 80 MTC. EWB certificate from the Metrology Dept. Govt. of respective state.

j. Proof of annual production capacity 20 Nos. 60 MT EWB.

k. Solvency certificate from Nationlized Bank / Scheduled Bank of Rs. 30,00,000/- (Rupees thirty lakh only) only which shall not be more than 3 months old from the date of inviting NIT.

The Commissioner, Oulgaret Municipality reserves the rights to verify the credentials and the documents submitted by the tendereres along with the tender before issue of supply order.

COMMISSIONER

Signature of the Tenderer
SECTION-II

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD ON TURNKEY BASIS

INSTRUCTIONS TO TENDERERS

1. The tenderer shall examine carefully all available tender documents consisting of following and comply the same as mentioned in the detailed tender notice since tenders are being invited :-
   a) Invitation of Tender
   b) Instructions to Tenderers
   c) Tender Form
   d) Form of Agreement
   e) General Conditions
   f) Special conditions for Supply, Installation and commissioning
   g) Technical Specifications
   h) Scope of work, Schedule and Addenda, if any

2. The tenderer is advised to inspect the site at Dumping yard, Kurumbapet, Puducherry on his own responsibility and to secure all necessary information which may be required for completing his tender. Ignorance of site or local conditions shall not be an excuse for non-completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Commissioner, Oulgaret Municipality, Puducherry 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.

   Signature of the Tenderer
5. The required contract documents shall be drawn up in English language only. In case any document is in any other Indian language, the same shall be got translated into English language which shall be duly attested by the Notary Public and should be enclosed.

6. A complete break-up of prices quoted (Part-II) should be furnished in the price schedule-II attached.

7. The tenderer should quote Sales Tax/VAT and Service tax extra as applicable. The Commissioner, Oulgaret Municipality, Puducherry shall not issue Form ‘C’ for getting concessional rate of Sales Tax/VAT/or any levies.

8. Any corrections made in the tender by the tenderer shall be supported by his digital signatures there-against. Modification of the tender document is not permissible and tenderers shall not put any condition and conditional tender shall be rejected.

9. It must be clearly understood that the prices quoted in the tender are to include for everything required to be done as detailed in the instructions to Tenderers, General and Special Conditions of contract, Technical specifications and drawings referred to therein and all such works as are necessary for the proper completion of the contract, although specific mention thereof may have been omitted in the Technical specifications or Drawings.

10. Tenderers shall make their own arrangement for obtaining the required quantity of steel of various categories, cement and other materials required for the works.

11. The Commissioner, Oulgaret Municipality, Puducherry does not bind itself to accept the lowest or any other tender or to assign any reason therefore and also reserves the right of accepting the whole or part of the work or (to split up the works and to assign different items or works to different contractors.) The tenderer, shall in such an event, be bound to perform the contract at the rates quoted in the tender for different items/sites of work.

12. The tenderer shall furnish the names of the collaborators or other manufacturing units with whom he would join or to whom he would sublet portions of the work in order to execute the entire work, completely within the stipulated period. He shall also furnish the names of the suppliers for equipment/components proposed to be imported.

13. Time is the essence of the contract and tenderers are required to complete the work of each EWB within 45 days which will be reckoned from the 10th day of issue of award letter/supply order or the date of physical handing over the site to the contractor for execution of work of EWB whichever is later.

14. The tenderer shall be responsible for securing necessary import Licence or customs clearance, permit or permits as may be necessary. The Commissioner, Oulgaret Municipality, Puducherry will not make available any foreign exchange or import Licence for this work.

15. Should a tenderer find discrepancies or omission from the tender documents or should additional information or clarification be required, he shall at once notify the Commissioner, Oulgaret Municipality in writing who will then issue an addendum in that regard to all tenderers if considered necessary. Such information shall be submitted immediately but not later than 10 days before the date fixed for opening of tender. 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.

Signature of the Tenderer
16. Every page of the tender shall be digitally signed by the tenderer failing which tender is liable to be rejected.

17. In the event of tenders being submitted by a firm, it must be digitally signed separately by each constituent partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney from him authorizing to do so by digitally signature.

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 Commissioner, Oulgaret Municipality, Puducherry works through appropriate action.

19. The tenderer should possess requisite Licence issued by the respective State authority for the manufacturing of electronic weighbridges as required under “The standards of Weights & Measures Act”. It will be mandatory to possess repairing licence for the weighbridges as per the “The Standards of Weights & Measures Act” in most of the States. Tenderer should furnish the requisite Licence within 30 days from the date of award of supply order (of the respective state where work of EWB to be carried out), failing which supply order will be treated as cancelled. The tenderer should possess model approval certificate issued by the Director of Metrology, Govt. of India, New Delhi. Copy of such Licences by the State Authority, model approval upto 80 MT capacity EWB and proof of annual production capacity for 20 numbers of 60 MTC from NSSIC/SSIC/DIC should be furnished as prescribed in the tender notice with the Technical Bid.

Signature of the Tenderer
SECTION–III

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGES INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD

FORM OF TENDER

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

To,

The Commissioner,
Oulgaret Municipality,
Jawahar Nagar,
Puducherry-605 005.

With reference to the invitation to tender and having examined the tender documents and instructions to the tenderers & addenda etc. and having satisfied ourselves in regard to the duties required, we, the undersigned offer to execute and guarantee the complete work relating to the “Supply, Installation, testing (including civil & electrical work) and commissioning of surface mounted Electronic Weighbridge of 60 MT capacity for the Oulgaret Municipality, Puducherry in conformity with the said tender documents at prices indicating in the price schedule enclosed.

1. We are also submitting herewith the prescribed schedules duly completed and signed.

2. We enclose herewith one set of detailed description, specifications and basic data of equipment and machinery along with drawings.

3. If our tender is accepted, we undertake to complete the whole work of each EWB comprised in the contract to the satisfaction of the Oulgaret Municipality, Puducherry within 45 days from the 10th day of issue of the award letter/supply order or physical handing over of the site for execution of works, whichever is later.

4. If this tender is accepted, we further undertake to enter into a formal agreement at our cost with the Commissioner, Oulgaret Municipality, Puducherry within 15 days of issue of award letter/supply order in the prescribed format provided in the tender document at page on non-judicial stamp paper of appropriate value.

Signature of the Tenderer
5. We agree to abide by this tender for a period of 90 days from the date of opening of the same and for further period of 30 days at the discretion of the Commissioner, Oulgaret Municipality, Puducherry under the related clause No.3 & 10 (Section-I) of invitation to tender.

6. We have deposited earnest money as sum of Rs.................. (Rupees ...................... only) vide DD/Banker’s cheque No.................. Dated..................

7. We agree that if we resile from or modify or withdraw the offer to execute the work at the tendered rates before the expiry of the period as mentioned in Para 5, the amount deposited as Earnest Money shall be liable to forfeiture at the option of the Commissioner, Oulgaret Municipality, Puducherry. No claim shall be raised by us in future for refund of earnest money deposited with OULGARET MUNICIPALITY, PUDUCHERRY. Further, we give our consent that our EMD may be kept in Commissioner, Oulgaret Municipality, Puducherry account at Puducherry and shall be refunded after satisfactory execution of work including guarantee period of EWB as per order placed by the Oulgaret Municipality, Puducherry.

8. We agree for depositing/recovery of S.D. subject to maximum of 10% of the contract value of the EWB i.e. 5% will be deposited as a Performance Guarantee after issue of letter of acceptance of the tender but before issue of work order and Security Deposit 5% shall be deducted of the total value of the supply order by the Commissioner, Oulgaret Municipality, Puducherry from our first running bill.

9. We understand that the Commissioner, Oulgaret Municipality, Puducherry is not bound to accept the lowest tender or any tender you may receive and may reject all or any tender without assigning any reason. We further understand that you reserve the right of accepting the whole or part of the tender and in such an event; we shall be bound to perform the contract at the same rates quoted for the different items of work.

On this ______________Day of ______________________2015

SIGNATURE OF TENDERER

________________________________________________________________________

IN THE CAPACITY OF: _____________________________________________________

DULY AUTHORISED TO SIGN TENDERS FOR AND ON BEHALF OF

(IN BLOCK LETTERS)

WITNESSES: ____________________________________________________________

OCCUPATION: __________________________________________________________

ADDRESS: ______________________________________________________________

__________________________________________________________

Signature of the Tenderer
SECTION – IV

PART – I

GENERAL CONDITIONS OF CONTRACT

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60MT MT CAPACITY SURFACED MOUNTED ELECTRONIC WEIGHBRIDGE COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD, PUDUCHERRY ON TURNKEY BASIS

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Signature of the Tenderer

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SECTION – IV
(GENERAL CONDITIONS OF CONTRACT)

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1 NO. OF 60 MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGES INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD ON TURNKEY BASIS

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 describes a different meaning.

1.1 “Oulgaret Municipality, Puducherry means the Oulgaret Municipality, Puducherry.
1.2 “Commissioner” means the Commissioner, Oulgaret Municipality.

1.3 “Contractor” means the individual firm or company whether incorporated or not, with whom the contract is entered into an 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.

1.4 “Inspecting Officer” means officer(s) of the Commissioner, Oulgaret the Municipality, Puducherry authorized for purpose of inspection of the stores, equipments and work under the contract.

1.5 “Sub-contractor” means any person, firm or company or Commissioner, Oulgaret Municipality, Puducherry having a contract for the execution of a part or parts of the work included in the Contract and a person, firm, company or Oulgaret Municipality, Puducherry 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 Oulgaret Municipality, Puducherry erecting the machinery or equipment under the contract.

1.6 “Other Contractor” or “Other” means any person or firm or company or Oulgaret Municipality, Puducherry employed by or having a contract directly or indirectly with the Oulgaret Municipality, Puducherry otherwise than through the contractor.

1.7 “Contract” means the documents forming the tender and acceptance thereof and includes the invitation to tender, instructions to tenderers, subject to such modification, if any, formal agreement executed between the Oulgaret Municipality, Puducherry and the Contractor, general conditions of contract, special conditions for supply, installation & commissioning including civil & electrical works together with documents referred to therein Technical Bid, Price Bid, technical specifications, schedules and drawings.

Signature of the Tenderer
1.8 “Tender” means the offer made by an individual Firm/Firms or Company/Companies for the execution of the works.

1.9 “Tenderer” means the Firm/Firms or Company/Companies submitting a tender.

1.10 “Acceptance of Tender” means the letter or memorandum from the Commissioner, Oulgaret Municipality, Puducherry communicating to the tenderer the acceptance of his tender.

1.11 “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.

1.12 “Work, Works, or Plant” means and includes the supply, installation and commissioning of plant, equipment and machinery and all connected Civil, Electrical and other items of work on turnkey basis specified or set forth and required in and by the specifications, drawings and other documents which form part of this contract or to be here after specified or required in such further explanatory instructions, drawings, etc. as shall from time to time during the progress of the work, be given by the Commissioner, Oulgaret Municipality, Puducherry.

1.13 “Equipment(s)” means all kind of machines or apparatus or appliances such as mechanical, electrical, electronic including fabrication of any kind at workshops or at site which the contractor has contracted to procure supply and install at his cost according to the terms of the contract.

1.14 “Material” means the goods specified in the schedule which the contractor has agreed to supply under the contract.

1.15 “Drawing” means the drawings referred to in the tender documents including any modifications of such drawings, duly scrutinized and approved by any Govt. Engineering College and approved in writing by the Commissioner, Oulgaret Municipality, Puducherry and such other drawings as are made from time to time and furnished by the Contractor to the Commissioner, Oulgaret Municipality, Puducherry.

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 Commissioner, Oulgaret Municipality, Puducherry, 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 “Nationalized/Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modifications thereof.

1.19 “Months” means calendar month.

1.20 “Unit” means metric unit.

1.21 “Test” means such tests as are prescribed by the IS Codes & specifications or by the Commissioner, Oulgaret Municipality, Puducherry.

Signature of the Tenderer
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 Commissioner, Oulgaret Municipality, Puducherry.

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 Commissioner, Oulgaret Municipality, Puducherry. 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 Commissioner, Oulgaret Municipality, Puducherry. Mere approval of any sub-letting of work shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor or his agents.

Mere pendency of approval does not absolve the contractor to carry out the execution of work.

2.3 Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Commissioner, Oulgaret Municipality, Puducherry.

3.0 **Forfeiture of Earnest Money**

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 Commissioner, Oulgaret Municipality, Puducherry in case the tenderer should resile from or modify or withdraw his tender before the expiry of 90 days and further extended period under Para 3 & 11 of the Invitation to the Tender from the date of opening of the tender or fail to deposit the Earnest Money Deposit (EMD) prescribed in para 3 of the Invitation to Tender, and it being understood that the tender documents have been made available to the tenderer and the tenderer is being permitted to tender in consideration of his agreement to this stipulation.

4.0 **Security Deposit:**

Security Deposit will be equivalent to 10% of the contract value of the EWB (in addition to collateral security mentioned in Clause 3 of Section -I). Successful tenderer has to furnish the Security Deposit in the following ways.

4.1 Successful tenderer has to deposit:

i) The amount equivalent to 5% of the contract value of the EWB as Performance Guarantee with 15 days from the issue of letter of intent (LOI), (read with the clause – 4 Section – I).

ii) The amount equivalent to balance 5% of the contract value of the EWB shall be deducted by the Oulgaret Municipality, Puducherry from the first bill of the supplier/contractor on account of Security Deposit.

Signature of the Tenderer
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 Commissioner, Oulgaret Municipality, Puducherry 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 the time), if any, and after the final bill has been paid and a ‘No Demand Certificate’ is furnished after successful completion of guarantee period.

6.0 **Forfeiture of Security Deposit:**

The said security deposit shall be liable to forfeiture at the option of the Commissioner, Oulgaret Municipality, Puducherry, if the contractor fails to carry out the work or perform or observe any of the conditions of the contract including the obligations under the guarantee as at Clause No.41 of Section-V. The Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry.

7.0 **Performance Guarantee:**

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

7.2 **Refund of Performance Guarantee:**

Subject to the other terms and conditions of this contract, the amount of performance guarantee will be refunded to the contractor after adjusting ‘over – payments’ with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at that time), if any, and after the final has been paid and a ‘No Demand Certificate’ is furnished after completion of guarantee period.

7.3 **Forfeiture of Performance Guarantee:**

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

Signature of the Tenderer
8.0 **Work to be to the satisfaction of the Oulgaret Municipality, Puducherry:**

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

9.0 **The Compensation/liquidated damages for delay:**

The time and date stipulated in the contract for the completion of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with all diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Commissioner, Oulgaret Municipality, Puducherry on demand, without prejudice to other rights and remedies, the Commissioner, Oulgaret Municipality, Puducherry may have against the contractor, a sum equivalent to 1% (One) percent of contract value for every week’s delay as compensation (and not as a penalty) for every week or part thereof provided always that the entire amount of the compensation to be paid under the provisions of this clause shall not exceed 5% (five) percent of the contract value of work.

10.0 **Force Majeure Conditions:**

10.1 The Commissioner, Oulgaret Municipality, Puducherry 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 request for an extension of the time limit for completion of the work in the above mentioned cases duly recommended by concerned Executive Engineer, Oulgaret Municipality 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 Commissioner, Oulgaret Municipality, Puducherry 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.

Signature of the Tenderer
iii) That, he proves to the satisfaction of the Commissioner, Oulgaret Municipality, Puducherry that the said conditions have actually interfered with the carrying out of the contract.

iv) That, he proves to the satisfaction of the Commissioner, Oulgaret Municipality, Puducherry that the delay occurred is not due to his own action or lack of action. Apart from the extension of the time limit, force majeure does not entitle the contractor to any relaxation or to any compensation for damage or loss suffered. In case of prolonged force majeure, the contract is liable to be terminated.

11.0 **Breach of Contract:**

11.1 **Definition of Breach of Contract:**

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

i) If the contractor having been given by the Commissioner, Oulgaret Municipality, Puducherry a notice in writing to rectify, reconstruct, or replace defective work or to remove the equipment/material condemned or rejected by the Oulgaret Municipality, Puducherry or that the work is being performed in an inefficient or otherwise improper or unworkmanlike 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 Oulgaret Municipality, Puducherry (which shall be final and binding) either he shall be unable to secure completion of the work by the date set for completion or he has already failed to complete the work by the date.

ii) If the contractor being a company shall pass a resolution of the court shall make an order that the company shall be wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a winding up order.

iii) If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out contract under a committee of inspection of his creditors (being a Oulgaret Municipality, Puducherry) 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 Oulgaret Municipality, Puducherry first obtained or shall have an execution levied on his goods.

iv) If the Contractor commits breach of any of terms and conditions of this contract.

v) If the contractor fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by the Commissioner, Oulgaret Municipality, Puducherry in writing.

vi) If the contractor in the judgment of the Commissioner, Oulgaret Municipality, Puducherry has engaged in corrupt or fraudulent practices in completing or in executing the contract.

Signature of the Tenderer
11.2 **Cancellation of Contract in full or part:**

11.2.1 When the contractor has made himself liable for action under any of the cases aforesaid, the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry shall be conclusive evidence) upon such determination or rescission, the security deposit of the contractor shall be at the disposal of the Oulgaret Municipality, Puducherry.

b) To employ labour paid by the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 the Commissioner, Oulgaret Municipality, Puducherry under this contract or any other account whatsoever or any money due to him by the Commissioner, Oulgaret Municipality, Puducherry or any Department of the Central Government/Public Sector Undertakings and is recoverable from the contractor through any other legal records.

d) In the event of any one or more of the above courses being adopted, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advances on account or with a view to the execution of the work or the performance of the contract, provided in case action is taken under any of the provisions aforesaid, the contractor shall be entitled for payment only for such portions of the works actually executed under this contract and provided the Commissioner, Oulgaret Municipality, Puducherry has certified in writing that the execution of such work has been in

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Signature of the Tenderer
accordance with the conditions of the contract and also the value payable in respect thereof 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.

11.2.2 The Commissioner, Oulgaret Municipality, Puducherry 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.

11.2.3 The Commissioner, Oulgaret Municipality, Puducherry 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 Oulgaret Municipality, Puducherry.

In the event, Commissioner, Oulgaret Municipality, Puducherry terminate the contract in whole or in part, the Commissioner, Oulgaret Municipality, Puducherry may get such services done, upon such terms and in such manner as it deems appropriate and the contractor shall be liable to the Commissioner, Oulgaret Municipality, Puducherry 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 the Commissioner, Oulgaret Municipality, Puducherry’s aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in Clause-9.

11.2.4 Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality suspend the progress of work or any not generally exceed 30 days on each occasion and in part thereof till such time which should such manner as the Commissioner Oulgaret Municipality, Puducherry may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Commissioner Oulgaret Municipality, Puducherry.

Signature of the Tenderer
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 Commissioner, Oulgaret Municipality, Puducherry and shall be binding upon the contractor.

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 Commissioner, Oulgaret Municipality, Puducherry be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, the Commissioner, Oulgaret Municipality, Puducherry may be its own or other workmen do such work or repair as the Commissioner, Oulgaret Municipality, Puducherry may consider necessary. If the work or repair so done by the Commissioner, Oulgaret Municipality, Puducherry is such which in the opinion of the Commissioner, Oulgaret Municipality, Puducherry, the contractor was liable to do at his own expense under contract, all costs and charges properly incurred by the Commissioner, Oulgaret Municipality, Puducherry in so doing shall on demand be paid by the contractor to the Commissioner, Oulgaret Municipality, Puducherry or may be deducted by the Commissioner, Oulgaret Municipality, Puducherry from any money due or which may become due to the contractor.

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

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

16.1 **Excise Duty:**
Excise duty, if applicable, will be paid to the party on production of proof of the payment (photocopy) made to the appropriate authority and as applicable on the date of billing of materials.

16.2 **Sales Tax/VAT Tax:**
Central/State Sales Tax/VAT (with percentage) shall be mentioned by the party separately under the price break up schedule attached at Part-II in the tender document.

16.3 **Service Tax:**
Service Tax, if applicable should be mentioned separately by the party under the price break up schedule at Part-II in the tender document and will be reimbursed on production of proof of payment made to the appropriate authority by the party.

16.4 **Royalties:**
The contractor shall obtain Licences and pay royalties for any patented equipment or machinery or process used or to be used for the works. This is deemed to have been included in the contract price. No claim will be entertained by the Commissioner, Oulgaret Municipality, Puducherry separately on such accounts.

Signature of the Tenderer
16.5 **Patent Rights:**

The contractor shall indemnify the Commissioner, Oulgaret Municipality, Puducherry 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:**

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

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.

Signature of the Tenderer
b) The contractor shall keep the Commissioner, Oulgaret Municipality, Puducherry indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force at the site.

17. **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 Commissioner Oulgaret Municipality, Puducherry, 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 Commissioner, Oulgaret Municipality, Puducherry may, at its option, cancel the contract and in such case, the contractor shall have no claim whatsoever to compensation against the Commissioner, Oulgaret Municipality, Puducherry.

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-iv of the Partnership Act 1932 has been sent by him to the Commissioner, Oulgaret Municipality, Puducherry by registered post acknowledgement due.

18. **Address of the contract or for notices and communications on behalf of the contractor:**

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 Commissioner Oulgaret Municipality, Puducherry. The contractor shall be solely responsible for the consequence of an 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 speed post, courier, Fax, registered post acknowledgement due or under certificate of posting or by ordinary post or by hand delivery.

19. **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 1932 or similar legislation in the country to which the contractor belongs.

Signature of the Tenderer
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 Commissioner, Oulgaret Municipality, Puducherry 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. 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 Commissioner, Oulgaret Municipality, Puducherry unless such a change is demanded in writing by all the partners of the firm or directors of the company without any exception.

20. **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 Commissioner, Oulgaret Municipality, Puducherry or any officer of the Government of India/ Puducherry, on his or on their behalf, in relation to obtaining or to the execution of this or any other contract with the Commissioner, Oulgaret Municipality, Puducherry, 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 Commissioner, Oulgaret Municipality, Puducherry 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. **Official Secrets and photography:**

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

21.2 Except with the prior written permission of the Commissioner, Oulgaret Municipality, Puducherry 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. **Laws:**

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

22.2 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 Puducherry within the ordinary civil jurisdiction of the Madras High Court.

Signature of the Tenderer
22.3 CPWD Manual 2007 and 2005, schedules and specifications will be applicable for all Civil and Electrical works respectively unless otherwise specified in the tender documents.

23. **Risk Purchase:**

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

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

24.1 No Engineer or Administrative Officer of Gazetted rank in any department of Govt. of India/Puducherry is allowed to work as contractor on his retirement for a period of 2 years from the date of retirement from the Government Service without the previous permission of the Govt. of India/Puducherry.

24.2 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 Commissioner, Oulgaret Municipality, Puducherry shall be final authority to decide on the penalty to be imposed on the contractor in such an event.

Signature of the Tenderer
SECTION-V

SPECIAL CONDITIONS

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 1 NO. OF 60MT CAPACITY SURFACE MOUNTED EWB COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET, DUMPING YARD ON TURNKEY BASIS

PART - I

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SECTION – V

SPECIAL CONDITIONS FOR SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF 60MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD ON TURNKEY BASIS.

26. **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.

27. **Drawings:**

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

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

27.3 **Contractor’s responsibility for errors in Drawings/ designs:**

The contractor shall be responsible for and shall bear the cost of any alterations of the work due to any discrepancies, errors or omissions in the drawings, designs or other particulars supplied by him whether such drawings, designs or particulars have been approved by the Commissioner, Oulgaret Municipality, Puducherry or not.

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

28.1 **Time Stipulated:**

The time stipulated for completion of the referred work upto the date of issue of “Taking over certificate” will be 45 days which will be reckoned from the 10th day of issue of award letter/supply order for the work OR the date of physical handing over of the site to the contractor for execution of work of the EWB, whichever is later.

28.2 **Schedule of work:**

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

Signature of the Tenderer
28.3 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry to recover compensation by way of liquidated damages in accordance with Clause-9 (section-iv) of this contract.

28.4 Contractor’s obligations in the event of grant of Extension of time:
The grant of any extension of time by the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry against the contractor. The reasons for withholding any sums from the contractor’s claims will however be advised to him.

29. Contractor’s Supervision:
29.1 The Contractor, without prejudice to the rights of the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry may decide. The contractor shall locate a competent representative and any necessary assistants duly approved by the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry.

29.2 Misconduct of the contractor’s staff:
The Commissioner, Oulgaret Municipality, Puducherry shall be at liberty to object to and require the contractor to remove from the works any person in the contractor’s employment who in the opinion of the Commissioner, Oulgaret Municipality, Puducherry is incompetent or negligent or misconducts himself in the proper performance of his duties or whose continuance on the works is otherwise considered undesirable. Such persons shall be removed forthwith and shall not be re-employed in and about the site of the works. Any person so removed shall be replaced forthwith by a competent substitute approved by the Commissioner, Oulgaret Municipality, Puducherry, failing which, the Commissioner, Oulgaret Municipality, Puducherry shall be entitled to appoint competent technical personnel and necessary assistants of its choice and the entire expenditure incurred in this behalf shall be payable by the contractor and shall be recoverable from his bills.

29.3 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 Commissioner, Oulgaret Municipality, Puducherry. The Commissioner, Oulgaret Municipality, Puducherry shall not be responsible for any plant, machinery or other works of the contractor not notwithstanding that the Commissioner, Oulgaret Municipality, Puducherry may have approved of the same or of any drawings submitted in connection therewith.

Signature of the Tenderer
29.4 **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 Commissioner, Oulgaret Municipality,
Puducherry and shall at his own expense rectify such errors and mistakes with the
approval of the Commissioner, Oulgaret Municipality, Puducherry. The direction of the
Commissioner, Oulgaret Municipality, Puducherry 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,

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

29.6 **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 Commissioner, Oulgaret Municipality,
Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry and leave whole of
the site and works clean and in a workman like condition.

29.7 **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 Commissioner, Oulgaret Municipality, Puducherry 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
Commissioner, Oulgaret Municipality, Puducherry and shall be maintained in a clean and
hygienic condition throughout the period of work.

29.8 **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.

Signature of the Tenderer
The contractor shall give every facility to the authorized safety officers of the Commissioner, Oulgaret Municipality, Puducherry, to inspect the work when so ever required, and shall observe and abide by any instructions given by the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry.

(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 Commissioner, Oulgaret Municipality, Puducherry sufficient proper and efficient life saving and first aid appliances which at all times be available for use.

30. Workmanship, Materials, Samples & Testing:

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

2. Samples:

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

3. Cost of Tests:

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

4. Trial Runs/Test:

The contractor shall inform the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry against any damage to the completed works or the personnel engaged in such trial operation or to any other structure that might get damaged during the progress of such trials.

5. It shall be the responsibility of the contractor to get the weighbridges verified and stamped from the concerned weights and measures authorities at his own expenses and submit proof of such verification to the Commissioner, Oulgaret Municipality, Puducherry at the time of taking over.

Payment Terms:

31. All payments under the contract shall be made in Indian currency through any Nationalised/Scheduled Bank.

Signature of the Tenderer
A. For equipment:

i. 70% (seventy) of the cost of equipment quoted (inclusive of 100% of all the taxes, duties, packing, forwarding, transportation including loading/unloading and insurance etc.) after deducting balance Security Deposit of 5% of the contract value on receiving at site and on production of following documents mentioned from (a) to (i):

a) Evidence of Receipted challan (original copy of challan) duly stamped and signed by the Executive Engineer towards receipt of EWB at site.
b) Signed bill/ invoice in triplicate.
c) Excise duty (photocopy), Gate Pass/Evidence of payment of Excise duty and proof of payment of Service tax to appropriate authority.
d) Packing list.
e) Oulgaret Municipality officers inspection report.
f) Manufacturer’s test certificate(s) for load cells as well as equipment.
g) Comprehensive insurance policy (original copy) covering storage and erection of equipment till its commissioning as per clause-16.7. of Section-IV of tender document.
h) Completion Certificate issued by our Engineer for foundation work upto installation level of EWB stating that work has been completed as per specifications.
i) Receipted copy of Service Tax Payment Challan.

ii. Balance 30% of cost of equipment will be paid on installation & commissioning and stamping of the weighbridges and issue of taking over and satisfactory functioning of EWB certificate by Warehouse Manager.

B. For Civil and Electrical Works:

i) 50% (fifty) of cost of civil and electrical works will be paid after completion of the foundation of cabin, cabin walls and casting of roof slab of cabin. Payment will be released only after certificate for the works completed is issued by our Engineer stating that work has been completed as per specification.

ii) Balance 50% (fifty) of the cost of civil and electrical works together will be paid on 100% completion of civil and electrical works and on commissioning and stamping of weighbridge. Payment will be released only after issue of final completion certificate of works as per specifications by our engineer and satisfactory functioning of EWB with taking over certificate by Warehouse Manager.

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

(b) TDS and Surcharge etc. as applicable will be recovered from all the bills of the contractor and TDS certificate will be issued by the Commissioner, Oulgaret Municipality, Puducherry.
Service tax, if applicable will be reimbursed on production of proof of payment made to the appropriate authority by the party.

Excise duty and all taxes, if applicable will be paid to the party on production of proof of the payment (photocopy) made to the appropriate authority and as applicable on the date of billing of the equipment.

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

32. **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 Commissioner, Oulgaret Municipality, Puducherry.

1. **Measurements:**

Before taking measurements of any work either during the progress of work or on the completion of works, the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry, the measurement recorded shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

2. **Overpayment:**

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

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

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

1. **Power to make alterations:**

The Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry. 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-40 of Point 2.

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

Signature of the Tenderer

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2. Rates:

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

i) If the rates for the additional altered or substituted work are directly available in the contract for the work, contractor is bound to carry out the work at the same rates as are available in the contract for the work.

ii) If the rates for additional, altered or substituted work are not directly available in the contract for the work, the rates will be derived from the rates for a similar class of work as specified in the contract for the work.

iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause i & ii above, then the contractor shall, within 10 days of the date of receipt of order to carry out the work, inform the Commissioner, Oulgaret Municipality, Puducherry 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 Commissioner, Oulgaret Municipality, Puducherry 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.

34. Guarantee:

1. Quality of work:

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

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

2. Date of commencement of Guarantee:

The guarantee for all plant, equipment and work done, shall commence on the date of taking over certificate in terms of 35 of this Section.

3. Period of Guarantee:

The period of guarantee on all plant and equipment including load cells shall be 12 months from the date of taking over certificate. In case of break down or major defects which cause complete dislocation of weighbridge operation and the machine is not attended to and rectified within a period of 3 (three) days from the date of receipt of intimation by the firm or its branch office. Liquidated damages @ Rs.500/- per day for the number of days for which the machine remains out of operation or the expenditure incurred by Oulgaret Municipality, Puducherry will be levied on the firm subject to the maximum of 10% of the value of the contract.

Signature of the Tenderer
The compensation of such private weighment got done by OULGARET MUNICIPALITY, PUDUCHERRY 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-IV. Thus OULGARET MUNICIPALITY, PUDUCHERRY can levy maximum 20% of the value of contract for delay in completion of the work in all respects and not providing satisfactory service during guarantee period as detailed above.

4. Rejection:
If during the period of guarantee as defined under Clause-41 Point 3 hereof any equipment or material or work done shall fail in any respect to meet the above guarantee, the contractor shall replace such equipment or re do the work in a condition, which will meet the above guarantee immediately.

5. Failure to rectify defects:
Failure to rectify any defects or replace such equipment or material, which shall have been notified to him in writing during the period of guarantee, it shall be deemed a breach of contract under Clause-11 Section-IV and the Commissioner, Oulgaret Municipality, Puducherry will take appropriate action.

6. Cost of execution of work of repair etc.
All such work shall be carried out by the contractor at his own expenses if the necessity thereof shall, in the opinion of the Commissioner, Oulgaret Municipality, Puducherry due to the use of material or Workmanship not in accordance with the contract or due to the neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor’s part under the contract.

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

8. Contractor to search:
The contractor shall, if required by the Oulgaret Municipality, Puducherry 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 Oulgaret Municipality, Puducherry. But if such defect, imperfection or fault shall be one for which contractor is liable, the cost of work carried out in searching as aforesaid, shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expenses in accordance with the provisions of this Clause.

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

Trials and tests conducted after replacements and renewal shall be governed by Clause-37.

Signature of the Tenderer
10. **Contract valid during Guarantee period:**

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

11. **Service During Guarantee Period**

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

35. **Taking Over:**

1. **Inspection and Trial Runs:**

When the machinery installation and other structures of the specific part of the works are ready for operation, the contractor shall report this in writing to the Commissioner, Oulgaret Municipality and simultaneously request for arrangement for Taking Over thereof. Commissioner shall upon fix the date for the trial run/test run and inspection. The contractor shall be present at the time of trial runs and inspection. If, however, the contractor fails to be present on the date so fixed, the work shall not be taken over and the contractor shall render himself liable to compensate if otherwise leviable under Clause-9 Section-IV hereof without prejudice to other rights and remedies that the Commissioner, Oulgaret Municipality, Puducherry may have against the contractor under this contract.

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

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

3. **Establishment of Record:**

The results of the trial run/test runs inspection shall be confirmed by the establishment of a record signed by the Commissioner, Oulgaret Municipality, Puducherry and the contractor.

4. **Certificate of taking over:**

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

Signature of the Tenderer

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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 Commissioner, Oulgaret Municipality, Puducherry. After the deficiencies and faults have been remedied, the tests and inspections shall be repeated and the results thereof confirmed by the establishment of this record. If the deficiencies and faults are found to be completely remedied the date of establishment of this record shall be considered as the date of Taking Over by the Commissioner, Oulgaret Municipality, Puducherry.

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 Commissioner, Oulgaret Municipality, Puducherry. The number of such trial runs and inspections will be restricted to the extent considered reasonable by the Commissioner, Oulgaret Municipality, Puducherry. If still the machinery, installations and related structures do not come up to the requirements of the specifications and appropriate standards, the Commissioner, Oulgaret Municipality, Puducherry reserves the rights to reject the entire work and to take action under Clause-9 & 11 Section-IV.

7. Remedies:

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

36. 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.

37. Erection, Operation and Maintenance Instruction Manuals:

The contractor shall supply 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.

38. Resolution of Disputes:

1. Arbitration:

a) In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters. The decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to be Arbitrator, by the Commissioner, Oulgaret Municipality, Puducherry. The award of the Arbitrator shall be final and binding on the parties to this contract.

b) In the event of the Arbitrator doing, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint Arbitrator in place of the outgoing in the manner aforesaid.

Signature of the Tenderer
c) It is further a terms of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

d) Subject as aforesaid, the Arbitration and Conciliation Act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

e) The venue of arbitration shall be Puducherry or such other place as the Arbitrator at his discretion may determine.

39. **Black Listing of Firms:**

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

40. **Notices (Clause 18 - General conditions of contract Section IV, Part-I)**

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

**Purchaser:** The Commissioner, Oulgaret Municipality, Jawahar Nagar, Puducherry-605 005.

Fax 0413 - 2201515

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**Contractor**

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

---

Date:.....................

Name:................................
Address:................................

..................................................
..................................................

Seal

---

Signature of Tenderer

Signature of the Tenderer
SECTION –VI
FORM OF AGREEMENT

The agreement made on this ________________ day of 2015______________ between the
Oulgaret Municipality, Puducherry established under Oulgaret Municipal Act, -----------------
(herein after called the ‘Oulgaret Municipality, Puducherry’) and
M/s._____________________________ a* partnership firm, consisting of partner,
namely (1) _______________________ (2) _____________________/
a company registered under the Indian Companies Act/individual carrying a
business in the name and style of M/s.____________________________________________________ (herein after called the
Contractor) which term shall include, unless repugnant to the context, his/heirs and legal
representatives, executors/administrators and successors.

WHEREAS the Oulgaret Municipality, Puducherry being in requirement of
________________________had invited tenders for the Supplying, installation, testing
and commissioning of 60 MTC capacity surface mounted type Electronic
weighbridge complete at Kurumbapet, Dumping yard,
Puducherry vide tender No. _______________.

And WHEREAS the rate/rates submitted by the Contractor in his/their/its
letter dated ___________has/have been accepted by the Oulgaret Municipality, Puducherry,
vide communication No. ________dated _________________.

It is hereby witness:

*strike out whichever is not applicable.

The terms and conditions incorporated in tender No.___________ form an integral part of this
agreement and will be the sole repository of the terms and conditions governing the supply of
___________________________ to be made by the contractor to the Oulgaret Municipality,
Puducherry at the rates specified in the letter dated ________________ of the contractor, and the
said letter of the Contractor is to be referred to only for the purpose of rates.

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

Signature ______________ Signature______________
(Name & Address of supplier) For and on behalf of Oulgaret Municipality, Puducherry
Seal

Signature ______________ Signature______________
Witness (with full Address) Witness (with full Address)
1. 1.
2. 2.

Signature of the Tenderer

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SECTION – VII

FORMAT OF PERFORMANCE GUARANTEE/BANK GUARANTEE BOND

1. In consideration of the Oulgaret Municipality, Puducherry (hereinafter called “the Oulgaret Municipal council” having agreed to accept................................................(hereinafter called) “the said Contractors” from the demand, under the terms and conditions of an Agreement dated .................................................................................made between .................................................................................and .................................................................................for...........................................................(hereinafter called “the said Agreement of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for Rs....................................................................................................).

We,..........................................................................(hereinafter referred to “the Bank”) at the (indicate the name of the Bank).

Request of.............................................................(contractor(s) do hereby undertake to pay the Oulgaret Municipality, Puducherry an amount not exceeding Rs.....................(Rupees....................................................)

against any loss or damage caused to or suffered or would be caused to are suffered by the Oulgaret Municipality, Puducherry by reason of any breach by the said Contractors) of any of the terms or condition contained in the said Agreement.

2. We,.......................................................do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Commissioner, Oulgaret Municipality, Puducherry stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Oulgaret Municipality, Puducherry by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor (s)” failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by he bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.................................(Rupees.............................................)

3. We, undertake to pay the Commissioner, Oulgaret Municipality, Puducherry any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any Court or Tribunal thereto our liability under this present being absolute and unequivocal.

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

4. We,..............................................................further agree that the guarantee indicate(indicate the name of the Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable dues of the Commissioner, Oulgaret Municipality, Puducherry under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

.................................................................................Oulgaret Municipality, Puducherry certifies that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before...........................................we shall be discharged from all liability under this guarantee thereafter(indicate the name of Bank)

Signature of the Tenderer
5. We further agree with the Commissioner, Oulgaret Municipality, Puducherry that 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 postponed for any time or from time to time and of the powers exercisable by the Commissioner, Oulgaret Municipality, Puducherry against the said contractor(s) and to forbear or enforce any of the terms and condition(s) relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being guaranteed to the said contractor(s) or any forbearance act or omission on the part of the Commissioner, Oulgaret Municipality, Puducherry any indulgence by the Commissioner, Oulgaret Municipality, Puducherry to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We lastly undertake not to revoke this guarantee during its currency except without the previous consent of Oulgaret Municipality, Puducherry in writing.

8. The guarantee shall valid up to unless extended on demand by Oulgaret Municipality, Puducherry. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs only and unless a claim in writing is lodged with us within 6 months of the date of expiry or the extended date of expiry of this guarantee, all out liabilities under this guarantee shall stand discharged.

Dated the date of.

( indicate the name of bank )

Signature of the Tenderer
SECTION-VIII

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD ON TURNKEY BASIS

TECHNICAL SPECIFICATIONS

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Signature of the Tenderer
Technical Specifications

1.0 General

The structure and platform shall be of robust design and adequate strength to sustain the repetitive static and dynamic loads and shall not weigh less than 7.5 MT for 60 MTC for EWB. Platform size will be as under:

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<th>Size of Platform</th>
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<td>60 MT</td>
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2.0 Codes and standards to comply with

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

3.0 Scope of supply:

3.1 Electronic load cell type, surface mounted weighbridge of capacity 60 MT and platform of 12 m x 3 m size with other accessories.

3.2 Platform complete with main girders, support sections, horizontal constraining arrangements and grouting parts as required; generally conforming to IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR OR equivalent.

3.3 Load cells with integral cables and mountings for load cells.

3.4 Electrical and electronic parts comprising of:
   - Junction boxes
   - Cable between junction box and weigh cabin.
   - Digital Weight Indicator
   - Personal Computer (make HCL/HP/IBM/DELL) should be of Intel Corei5 4570 Processor or above (3.3 GHz or more speed) equipped 104 keys “alphanumeric Key board” having memory of minimum 10,000 weighments, 23” TFT or above Colour Monitor and Optical Mouse.
   - Dot Matrix 80 col. Ticket Printer (make EPSON/HP/TVSE) compatible with PC. Constant voltage stabilizer.
   - U.P.S – 2 K.V.A(APC/ Microtech/Luminous make)
   - Jumbo display unit

3.5 Power supply:

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

Signature of the Tenderer
4.0 **Technical requirements:**

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

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

1. Minimum graduation for weighbridges 60 MT shall be (±) 10 kg.

2. Load cells shall be hermetically sealed compression type/Double ended Shear beam precision analog and have IP68/IP69 (with inbuilt type) protection class matched out from all load cells to eliminate corner errors, safe load of 150% and destructive load of 300% Test certificate in conformation of the above class by a reputed Test House to be provided along with tenders.

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

4. The weighbridge shall be pitless type above ground, with concrete ramp having suitable slope on either side to facilitate vehicle approach on the weighbridge.

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

6. Digital Weight Indicator and Personal Computer with alphanumeric key board with minimum memory of 10,000 weighments, 23” TFT and above Colour Monitor and Optical Mouse suitable to operate under temperature –5 degree centigrade to 50 degree centigrade. Battery backed memory should also be provided.

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

5. **Weighbridge Specifications:**

   Overload capacity: 50% of rated capacity

   Type of constraining: Appropriate constraining arrangements without hampering weighments accuracy

   Frequency of loading: 30 trucks per hour minimum

6. **Platform structural:**

   **Material of construction of components:**

   Main beams, Cross beams and transverse beams: Mild steel as per IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR/JINDAL or equivalent.

   Signature of Tenderer
Deck Plate: Chequered/ anti-skid Mild Steel plate as per IS:2062 as amended on date of make of SAIL/TISCO/ESSAR/JAINDAL or equivalent in convenient lengths of thickness not less than 12mm for 60 MTC.

Total Weight of Platform structurals: 60 MT Cap. - not less than 7.5 MT

Material Test Certificate: To be provided by tenderer.

7. **Electronic weighing system and load cells:**

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

   **General Requirements:**
   1. Hermetically sealed (IP-68 Protection class) maintenance and corner adjustment free, inert-gas- filled, point contact, double ended/shear beam type load-cell suitable to operate under (-) 10 degree centigrade to 60 degree centigrade temperature and unto 95% moisture; capable to sustain specified overload, destruction load and side thrusts without further adjustment.
   2. Housing of Stainless Steel.
   3. Capacity of each load cell will be as under:
      
      | Cap.of EWB | Cap. Of Load Cell |
      |-------------|-------------------|
      | 60 MT       | 6 Nos. 30 MT or more |
      
   4. Insulation resistance - 1000 Mega ohms or more.
   5. Proper ingress and lightning protection as per Indian standards.
   6. Load cell to be housed in lockable Sheet Metal Box.

8. **Junction box:**

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

Signature of the Tenderer
9. **Interconnecting cable:**

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

i) No. of cores

ii) Type of connection

iii) Type of cable shield

To be specified by the Manufacturer/supplier

10. **Digital weight Indicator, Personal Computer and Printer**

10.1 **Digital Weight Indicator**

This should be state of the art high performance micro processor based Alpha Numeric Weighing system having high internal resolutions, clear and bright eight digit LED display auto zero tracking and motion detection, tare/gross weight indications, Auto calibration facilities, multi type option, user – definable output strings, Delta sigma analog to digital converter @ 120 per sec. It should be protected to IP-65 stainless steel enclosure, it should be capable of interfacing with the computer for further processing of data as per requirement operating temperature is to be -5 degree centigrade to 50 degree centigrade, response time less than 0.5 seconds, electrical safety IEC-348. And it should have facilities for connecting the printer directly in case computer fails.

10.2 **Personal Computer**

The P.C. of (make HCL/IBM/HP/DELL) should be of Intel Core-i5 4570 Processor or above (3.3 GHz or more speed) equipped with 104 keys “Alpha Numeric” Key Board having memory of minimum 10000 weighments. Operating temperature range is to be -5 degree centigrade to 50 degree centigrade with minimum 18.5” TFT Colour Monitor, Optical Mouse, 500 GB Hard Disk, 4 GB RAM with Windows 8 Operating System. Data protection by Lithium battery for 16,000 Hrs. during power off.

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

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

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

11.0 **U.P.S.**

Online 2 KVA UPS of reputed make supported with 2 or more nos. of 130 AH or above each of Exide/ Standard/ AMCO /Amaron or equivalent approved make maintenance free batteries for 6 hr. operation in case of power failure.

Signature of the Tenderer
12.0 **Constant Voltage Stabilizer/Transformer**

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

13.0 **Jumbo display unit**

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

14.0 **Notes**

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

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

14.3 **Sealing and Stamping**

14.3.1 The sealing and stamping of load cells as well as that of the total weighing system shall conform to the requirements laid down under “The legal Metrology Act, 2009”.

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

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

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

15. **Civil Works**

The work shall be executed in accordance with the latest CPWD Specifications 2007 and IS Codes.

15.1 **Foundations and Platform Bed:**

The foundations and RCC raft for surface mounted platform shall be designed on the basis of the allowable soil pressure for the respective sites. Any special treatment that may be required for the foundation to cater to the needs of the poor soil conditions shall be carried out by the contractor at his own cost. Suitable guarding arrangement need be incorporated lengthwise of the platform to prevent sliding of vehicles as per relevant IS Code.

Signature of the Tenderer
15.2 **Ramp and approach road:**

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

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

15.3 **Cabin:**

A weighbridge room of internal dimensions of 3 mtr. X 5 mtrs consisting of brick/stone masonry walls and foundations and RCC roof shall be provided. The internal surface shall be cement plastered. Roof shall be laid with proper terracing and treated for waterproofing; flooring shall consist of 150 mm thick sand filling, 100 mm thick PCC (1:4:8) sub-base layer floor with 40 mm thick PCC (1:2:4) floor topping with smooth finish.

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

16. **Electrical Works:**

This shall conform to latest CPWD specifications 2005 and Indian Electricity Rules.

16.1 Service connection for 230V supply upto the switchboard in the cabin will be provided by OULGARET MUNICIPALITY, PUDUCHERRY.

16.2 The wiring shall be carried out with copper wiring PVC insulated of suitable size in recessed PVC conduit as per latest CPWD specifications 2005.

16.3 Number of light/fan points will be as under:

<table>
<thead>
<tr>
<th>a) Light Points</th>
<th>Nos.</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Box type tube light fittings of Phillips make Cat. No. TMC140 with tube inside the cabin.</td>
</tr>
<tr>
<td></td>
<td>No.</td>
<td>4'40 watts totally enclosed water tight, weatherproof, and dust-proof type streetlight fitting complete with accessories mounted on a G.I. bracket (Bajaj BJSF -140-E or equivalent) Outside the cabin.</td>
</tr>
<tr>
<td>b) Fan Point</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Including 1200 mm sweep ceiling fan complete of approved make with electronic regulator conforming to relevant ISI specifications (make Crompton/GEC/).</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature of the Tenderer
16.5 **Main Board**

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

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

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

17.0 **Shop Tests and Inspection**

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

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

18. **Installation**

18.1 **Fitting of Machinery**

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

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

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

18.1.4 Errors, omissions and misfits shall not be corrected by burning, except with permission of the Commissioner, Oulgaret Municipality, Puducherry.

19. **Painting**

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

20. **Drawings and Data to be submitted by Contractor**

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

Signature of the Tenderer
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 Commissioner, Oulgaret Municipality, Puducherry four (4) certified copies of the Installation Manuals, Inspection and Maintenance Manuals and Operation Manuals.

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

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

(c) The tenderer will indicate the approximate weight of Steel Structure indicating the details & sizes of structures to be used for 60 MT weighbridges.

Signature of the Tenderer
NAME OF WORK: SUPPLY INSTALLATION, TESTING AND COMMISSIONING OF 60MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGES COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD PUDUCHERRY ON TURNKEY BASIS

Technical Data

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

1. **General Description**

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

2. **Technical Details** To be filled in by the Contractor

   2.1 **Load Cells**

   i) Type of load cells

   ii) Make

   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)**

   i) Make

   ii) No. of character per line (80 Col.Min.)

   iii) Speed (Min. 200 CPS)

   iv) Operating temperature range

   (-)5 degree centigrade to 50 degree centigrade

   Details to be specified

   Signature of the Tenderer
2.3 **Digital Indicator**

i) **Accuracy:**
   
   ± 10 Kg. for 60 MTC  
   60 MTC(± 10 Kg. for )

ii) **Operating temperature range**
   
   (-) 5 degree centigrade to 50 degree centigrade

2.4 **PC Core-5-Duo of reputed make/brand (Having Boxed Intel Mother Board) with corresponding attendant requirement/specifications.**

1. **Processor**
   Intel Core i5-4570, 3.3 GHz, 6MB Cache

2. **Memory**
   4 GB 1600 MHz

3. **Hard disc drive**
   500 GB

4. **Display**
   23 inches wide

5. **Key Board**
   104 keys

6. **Mouse**
   Optical scroll with USB interface

7. **Ports**
   3 USB Ports

8. **Operating system**
   Window 8 Professionals

9. **Antivirus soft ware**
   Microsoft security essential

Signature of Tenderer with seal and address

Signature of the Tenderer
PART-II
(TO BE QUOTED AT EXCEL FILE FORMAT ATTACHED)

SCHEDULE-II

SCHEDULE-II FOR PRICE BID

INDEX

NAME OF WORK: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 60MT CAPACITY SURF AC E M O UN TED ELECTRONIC WEIGHBRIDGE COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD, PUDUCHERRY ON TURNKEY BASIS
SCHEDULE-II

NAME OF WORK: SUPPLY INSTALLATION, TESTING AND COMMISSIONING OF 60MT CAPACITY SURFACE MOUNTED ELECTRONIC WEIGHBRIDGE COMPLETE INCLUDING CIVIL AND ELECTRICAL WORKS AT KURUMBAPET DUMPING YARD, VILLIANUR COMMUNE PANCHAYAT, PUDUCHERRY ON TURNKEY BASIS (2\textsuperscript{nd} CALL)

Price Break up Schedule

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

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>Quantity</th>
<th>RATE (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost of Equipments:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Comprising of Platform, Structures, load-cells, Digital Weight Indicator Printer compatible with PC, PC with alpha-numeric key board, interconnecting cables, junction box, UPS, stabilizer, 18.5” Colour Monitor, Optical Mouse, Complete as per Technical specifications (Section VIII) Jumbo display unit for 60 MTC. 60 MT 12mx3m platform size surface mounted weighbridge including ex-factory price <strong>inclusive of excise duty (if applicable)</strong> to be shown separately in bill and will be paid to the party on production of the proof of the payment (photo copy) made to the appropriate authority and as applicable on the date of <strong>billing</strong> of above items.</td>
<td>1 No.</td>
<td></td>
</tr>
<tr>
<td>b) Central / State Sales Tax/VAT.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Transportation, toll tax, octroi, State Entry tax, if applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Cost of civil and electrical works:</td>
<td>1 Job</td>
<td></td>
</tr>
<tr>
<td>(a) including construction of weighbridge foundation, weighbridge cabin, approach road, ramp etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Installation, testing, commissioning and stamping charges of weighbridge complete in all respect.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Any other cost not envisaged above but required for the completion of turnkey job.</td>
<td>1 Job</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total (in figure)</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total in words

Remarks-1: Taxes etc. may be indicated separately wherever applicable at applicable rate.

Remarks-2: Service Tax, if applicable should be mentioned separately and will be reimbursed at applicable rate on production of proof of payment made to the appropriate authority along with a copy of Service Tax Registration Certificate.

Signature of the Tenderer
DECLARATION

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

Date: ___________________________  Signature of Tenderer

Name: ___________________________

Address: _________________________

Seal _____________________________

Note :

1. The Tenderer/Supplier shall quote their rates/prices in the prescribed format.

2. The Oulgaret Municipal Council reserves the right to consider the rates and award of the contract and also reserves the right to reject the rates quoted by the tenderer without assigning any reason. The decision of the Oulgaret Municipal Council shall be final and binding on all the bidders.

Signature of the Tenderer