

TENDER DOCUMENT

PART – I

(Qualification information & Terms and Conditions of the contract)

NAME & PLACE OF WORK:- Supply, installation, erection and commissioning of 50T capacity Electronic pit less type road weighbridge (9.00M X 3.00M Size) provided with Boom Barrier including construction of associated Civil work at MIC, Jhanjra Project of Jhanjra Area on turnkey basis.

NIT NO. GM/JNR/E&M/11-12/ 287

Date:-18/01/2012

TD No. 2587

Estimated cost Rs.8,84,726.00

Eastern Coalfields Limited

(A Subsidiary of Coal India Ltd)

OFFICE OF THE GENERAL MANAGER

JHANJRA AREA,P.O. JHANJRA(BO),Pin-713363

Dist-Burdwan(WB)

Ref.No.GM:JNR:E&M: 11-12 : **287**

Date. 18.01.2012

Document No. **2587**

NOTICE INVITING TENDER (NIT)

Sealed tenders in 3 parts (Part-I, Part-II & Part III) are invited from reputed, bonafide, competent and resourceful bidders having required qualification and suitable experience in work of similar nature in Govt./Public Sector/Joint Sector Enterprises/Public Limited Co. in private sector for the following jobs:

Name and description of work

Supply, installation and commissioning of 50T capacity pit less type electronic road weighbridge (9.00m X 3.00m platform size) provided with Boom Barrier including construction of associated civil work at MIC, Jhanjra Project Colliery of Jhanjra Area on turnkey basis.

Estimated cost	-	Rs.8,84,726.00
Cost of Tender Document	-	Rs.1125.00 (Rs.1000.00 +VAT Rs 125.00)
Location	-	MIC, Jhanjra Project Colliery of Jhanjra Area
Period of completion	-	02 months.

Earnest Money

2. Rs. 8,848/- i.e. 1% of the estimated value to be deposited in the form of Bank Draft in favour of **ECL,Jhanjra Project Payable at SBI, Asansol** on any Nationalized Bank/Scheduled Bnk payable at its Branch at Asansol preferably State Bank of India attached to the tender (Part-I) and to be deposited in a separate envelope. The Earnest Money shall be refunded to the unsuccessful tenderers after finalisation and award of tender and shall bear no interest.

Application fee for tender documents

3. The price of tender documents shall be Rs. 1125.00 payable in the form of Bank Draft in favour of **ECL,Jhanjra Project Payable at SBI, Asansol** or in cash in favour of The Cashier, Office of The General Manager, Jhanjra Area,Eastern Coalfields Ltd.

Availability of Tender Documents

- 4.(a). Tender Documents including terms and conditions of the work shall be available on payment from the office of the General Manager, Jhanjra Area from 30.01.12 to 13.02.12 (issue/sale closed on Saturday/Sunday and holidays).
(b). Display of Tender Document through website.

Tender Document can be down loaded from our website www.easterncoal.Gov.in from 30.01.12 to 13.02.12 (in case tender document obtained by down loading from website, cost of tender document shall have to be deposited by the tenderer in the form "Demand Draft drawn in favour of **ECL,Jhanjra Project Payable at SBI, Asansol** on any nationalized/scheduled Indian Bank payable at Asansol preferably on State Bank of India along with EMD. Bidders shall be solely responsible for the correctness of the down loaded tender documents. Submission of incomplete down loaded tender document will be rejected.

General Instructions for Submission of Tender

5. A Tenderer should strictly comply with the following instructions:

- a) A tenderer is required to submit its offers in sealed Envelops giving reference to this Tender Notice No. and date, containing offers in three parts and in three different envelopes prominently mentioned as Part-I, Part-II and Part-III respectively.
- b) Three Parts should contain the details of the offer as follows:

Part - I - Full details of the firm, information on the supplies of similar equipment to different parties in the country, details of project handled, testimonials and documentary evidence in support of satisfactory performance, financial capabilities and any other relevant information and the Earnest Money Deposit.

Part-II – Technical offer along with technical specification of equipment / know-how offered, drawings, pamphlets etc. strictly in terms of tender enquiry.

Part-III – Prices only in the format as indicated in the tender documents.

6. Part II and III of the offer shall be opened only in respect of such tenderers as are found qualified after scrutiny of Part I.

Validity Period of Offer :

7. The rates offered in Part III should be valid for Six calendar months from the date of opening of Part I of the Tender.

Receipt of Tenders

8. Tenders are to be dropped in Tender Box kept for the purpose, in sealed covers up to 1 PM on 14.02.12 at office of the Area Engineer (E&M), E&M Department, Office of The General Manager, Jhanjra Area, ECL,.

Opening of Tenders

9. Tenders will be opened at 3.00 PM on 14.02.12 at the office of the Area Engineer (E&M), E&M Department, Office of The General Manager, Jhanjra Area, ECL,.

10. The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders after assigning proper reasons whatsoever.

Signature.....

General Manager

Jhanjra Area

Eastern Coalfields Ltd.

Distribution.

- D(T) PP, ECL,HQ.
- D(T) OP, ECL, HQ.
- CVO, ECL, HQ.
- TS to CMD/ TS to D(F), ECL, HQ.
- CGM(F), ECL, HQ.
- CGMs/GMs of all Areas/Projects with a request to display in Notice Board.
- PRM, HQ, with a request to arrange for publication of abridged form of NIT in Leading Newspapers in English and other languages as per policy of the co. as well as display in website .
- A FM. Jhanjra Area, with a request to advice Cashier, Jhanjra Area
- Notice Board.

Instructions to bidders

1. Scope of tenderers
- 1.0 The E&M Deptt., Jhanjra Area, ECLtd invites the bids for the construction/supply and installation on turn –key basis for the weighbridge as detailed in the Notice Inviting Tender(NIT). The Tenderer may submit tender for the works as detailed in the NIT.
- 1.1 The successful bidder will be entrusted to complete the work by the intended completion date specified in the contract data.
2. Eligible tenderers
- 2.1 The invitation for bids is open to all bidders eligible to participate as per qualifying criteria laid down separately hereinafter.
- 3.0 Qualification of tenderer
- 3.1 All bidders shall provide in Part 1. Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule including drawings and charts as necessary.

- 3.2 All bidders shall include the following information and documents with their Bids in Part 1.
 - a. Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of signatory of the Bid to commit the Bidder.
 - b. Total monetary value of construction work performed for each of the last five years.
 - c. Experience in works of similar nature and size for each of the last five years, and details of work under way of contractually committed, and the name and address of clients who may be contacted for further information on those contracts with performance certificate for the works executed in last five years from the respective owners.
 - d. Major items of construction equipment proposed to carry out the Contract.
 - e. Qualifications and experience of key site management and technical personnel proposed for the contract.
 - f. Reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years.
 - g. Authority to seek references from the Bidder's Bankers.
 - h. Information regarding any litigation current or during the last five years, in which the Bidder is involved with the parties concerned and disputed amount including status of final settlement contracts including claims/counter claims, liquidated damage, bonus etc. if any.
 - i. Proposals if any for subcontracting components of the Works amounting to more than 10% of the Contract price.

- j. Permanent Income Tax Account No. (PAN) & Sales Tax clearance certificate.
 - k. The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. Agencies or PSU's and that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive.
- 3.4 To qualify for award of the contract:-
- a. The intending tenderer must have in its name as a prime contractor evidence of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period,) should be either of the following:
 - i) 3 similar completed works each costing not less than the amount equal to 40% of the estimated cost. OR
 - ii) 2 similar completed works each costing not less than the amount equal to 50% of the estimated cost. OR
 - iii) 1 similar completed work costing not less than the amount equal to 80% of the estimated cost.
 - b. Evidence of possessing adequate working capital, at least 30% of the value of this work, inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
 - c. Evidence of possessing adequate infrastructural support with respect to design, construction, manufacture, supply of major equipment inclusive of legally bound backup MOU/agreement with other agencies in the respective field of specialization as joint venture partners or sub-contractors.
- 3.5 Sub –contractors' experience and resources will not be taken into account in determining the bidders compliance with a qualifying criteria.
- 4.0 Each bidder shall submit only one bid.
- 5.0 Cost of bidding.
- 5.1 The bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will in no case be responsible or liable for those costs.
- 6.0 Site Visit
- 6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices.
- 7.0 Language of bid.
- 7.1 All documents relating to bid shall be in English Language.

8.0 **Documents comprising the bid**

- 8.1 The bid comprising of 3 parts will be submitted by the bidder in the following manner:
- a. Part I of the bid to be submitted in 1st inner sealed envelope comprising of -
 - (i) bid security/earnest money deposit.
 - (ii) letter of the bidder submitting the bid in the form as stipulated in Contractor's bid of Section 3 and
 - (iii) qualification information as indicated in Section 3 and Documents as required in accordance with stipulations of Section 3 and any other materials required to be completed and submitted by bidder in accordance with these instructions.
 - b. Part II of the bid to be submitted in the 2nd inner sealed envelope comprising of
 - i) Technical offer along with technical specifications of equipments know-how offered drawings, pamphlets etc. strictly in terms of tender enquiry.
 - ii) Commercial Terms and Conditions including payment terms as indicated in the Tender Documents.
 - c. Part III of the bid, to be submitted in 3rd inner sealed envelope, shall comprise of Price Bid only in the format as indicated in the inner documents.
 - d. All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the Employer at its address before the deadline for submission of the bid.

9.0 **Bid Prices**

- 9.1 All Duties, Taxes and other levies payable by the contractor under the contract or for any other clause shall be included in the rates, prices, and the total bid price submitted by the bidder. All incidentals, over heads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works as stipulated in the bidding document shall also be included in the rates, prices and total bid price submitted by the bidder.

- 9.2 The rates and prices quoted by the bidder shall be firm during entire period of execution of the contract.

10.0 **Currencies of Bid money Payment.**

- 10.1 The unit rates and price shall be quoted by the Bidder entirely in Indian Rupees.

11.0 **Bid validity**

- 11.1 Bid shall remain valid for a period not less than 180 days after opening of Part II.

12.0 **Bid security/Earnest Money Deposit**

- 12.1 The bidder shall furnish as part of his bid, a bid security/Earnest Money in the amount as shown in the NIT for this particular work. Bid security/EMD will be required to be deposited in the form of Bank Draft only in favour of **ECL, Jhanjra Project Payable at SBI, Asansol.**
- 12.2 Any bid not accompanied by an acceptable bid security shall be rejected by the employer.
- 12.3 The bid security of the successful bidder will be discharged when the bidder has signed the agreement and furnished as required performance security/security deposit as stipulated here in after in the instruction to bidders and condition of the contract incorporated in the bid documents.
- 12.4 The bid security/Earnest Money may be forfeited
 - a) If the bidder withdraws the bid after bid opening during the period of bid validity or
 - b) In case of the successful bidder, if the bidder fails within the specified time limit to
 - i) Sign the agreement or
 - ii) Furnish the required performance security/security deposit.
- 12.5 The bid security deposit with the employer will not carry any interest.

13.0 Format and signing of Bid.

13.1 The bidders shall prepare the bidding documents comprising the bids as described in Instructions to Bidders.

13.2 All documents of the bid shall be typed and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.

13.2 The bid shall contain no addition and alterations except those to comply with instructions issued by the employer.

14.0 Sealing, marking, and submission of bids.

14.1 The bidder shall seal the bid in 3 inner sealed envelopes and one outer sealed envelope duly marking the inner envelopes in the following manner:

a. 1st inner sealed envelope will be marked Part I – comprising of Bid Security/EMD with qualification information.

b. 2nd inner sealed envelope will be marked as Part II – Technical and Commercial Part .

c. 3rd inner sealed envelope will be marked “ Part III – Price Bid.

d. Outer Sealed envelope will be marked as “Bidding Documents.

14.2 The inner envelopes placed in outer envelope shall:

a. be addressed to the Employer at the following address and submitted accordingly before the deadline for submission of bid as indicated below:

**The General Manager, Jhanjra Area, Eastern Coalfields Ltd.
Office of The General Manager, PO: Jhanjra (B.O) PIN 713363, Dist : Burdwan, WB.**

b. inner and outer envelopes will bear the following additional identification:

-Bid for _____

-Bid Reference No.

-DO NOT OPEN BEFORE due date & time.

14.3 In addition to the identification required in Sub-Clause 14.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

14.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid leading to rejection of the Bid.

15.0 DEADLINE FOR SUBMISSION OF BIDS

15.1 Bids shall be dropped in the Box kept for the purpose at the address specified in the NIT. In the event of the specified date for the submission of bids being Sunday or declared as holiday for the Employer, the Bids will be submitted upto the appointed time on the next working day.

15.2 The Employer may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

16.0 LATE BIDS.

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 due to any reason whatsoever will not be accepted.

17.0. BID OPENING

- 17.1 The Employer will open part I of the bids first, in the presence of the bidders' or their authorized representative(s) who choose to attend at the time and place specified in Clause 14.2. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 17.2 After examination and evaluation of part I of the bids, part II of only those bid which are substantially responsive and fulfill the requisite eligibility criteria laid down under these instructions shall be opened.
- 17.3 Part III of only those bids which are technically and commercially qualified and substantially responsive in accordance with specifications, scope, terms and conditions and refilling the requirements of the instructions to the bidders, shall be opened.

18.0 PROCESS TO BE CONFIDENTIAL

- 18.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

19.0 CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation and comparison of Bids, the Employer may at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including break-ups of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile.

20.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 20.1 Prior to the detailed evaluation of bids, the employer will determine whether each Bid.
 - a. Meets the eligibility criteria as defined.
 - b. Has been properly signed.
 - c. Is accompanied by the required securities, and
 - d. Is substantially responsive to the requirements of the Bidding documents.
- 20.2 A substantially responsive Bid is one which conforms to all the terms, conditions, & specifications of the Bidding documents without material deviation or reservation.
- 20.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

21.0 CORRECTION OF ERRORS

- 21.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
 - a. Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern, and
 - b. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - c. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith that of other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in total of various sections of the offer.

21.2 The amount stated in the Bid will be adjusted by the employer in accordance with the above procedure for correction of errors and shall be considered as bidding open the bidders.

22.0 EVALUATION AND COMPARISON OF BIDS

22.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 20.

22.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 21.

22.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the bidder shall not be taken into account in Bid evaluation.

22.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the work, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

23.0 AWARD CRITERIA

23.1 Subject to Clause 24, the employer will award the CONTRACT to the best qualified bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Price.

24.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

24.1 Notwithstanding clause 28, the employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

25.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

25.1 The Bidder, whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter.

25.2 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance.

25.3 Upon the furnishing by the successful Bidder of the Performance Security/Security Deposit, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

- 26.0 PERFORMANCE SECURITY/SECURITY DEPOSIT/PERFORMANCE GUARANTEE
- 26.1 Within 30 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver in the favour of Employer a Contract Performance Guarantee/Security Deposit limited to a sum equal to 10% of the contract price, in the way as given below:
- Bank draft for the full amount of Contract Performance Security/Security Deposit amounting to 10% of the contract price, in favour of **ECL,Jhanjra Project Payable at SBI, Asansol.**
- 26.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 26.3 The Performance Guarantee shall cover additionally the following guarantees to the Employer
(a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents,
(b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.
- 26.4 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.
- 26.5 The company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 26.6 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.
- 26.7 Failure of the successful Bidder to comply with the requirements of Sub-Clause 26.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 26.8 Performance Security/Security Deposit shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations and shall be valid for 90 days after the end of Guarantee period.
- 27.0 EMPLOYMENT OF LOCAL LABOUR
- 27.1 "Contractors are to employ to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government".
- 28.0 LEGAL JURISDICTION
- 28.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction Asansol court only.
- 29.0 SUB-CONTRACTOR/SUB-VENDOR:
- 29.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer –in-Charge/ Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge / Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

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FORMS OF BID AND QUALIFICATION INFORMATION

CONTRACTOR'S BID

Sub: BID for the Work _____

To

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and instructions to Bidders amounting to Rs..... (in figure)(in words) in the form as stipulated in Clause 15 of the instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

Yours faithfully,

Authorized Signature _____

Name and Title of the Signatory _____

Name of the Bidder: _____(the Contractor)

Address _____

Date _____

(To be filled in by the Bidder)

- 1.5. Evidence of access to financial resources to meet the qualification requirements:
Cash in hand to liquid assets, nencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled up)

Source of financing		Amount in Rs.
1.		
2.		

- 1.6 Details of the bankers:

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contact name and title
	Fax	Telex

- 1.7 The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory personnel workshop personnel including fitters, mechanics, machinists etc.

- 1.8 Permanent Income Tax Account No. (PAN)

- 1.9 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Deposit of Earnest Money by:
Draft No.
Drawn on:
Amount (Rs.)

- 1.10 OTHER DETAILS

(a) Details of registration/enlistment with Government organizations/PSUs/Subsidiaries of Coal India.
(b) Certificate of registration as per statutory requirements under Sales Tax, Contract Labour Laws etc. etc. as may be applicable.

Signature of the Tenderer

NOTE: Separate sheets may be attached to furnish details, if necessary.

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. **DEFINITIONS:**

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions means Eastern Coalfields Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" or "Engineer" wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose of contract.
- iii. The word "Contractor"/"Contractors" or "Manufacturer" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual firm or company, as the case may be.
- iv. "The Site" shall mean the site of contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use in the performance of the contract.
- v. The term "sub-contractor" as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.
- vi. "Consulting Engineer"/"Consultant" shall mean any firm or person duly appointed as such from time to time by the owner.
- vii. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- viii. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- ix. Engineer-in-charge/Designated Officer-in-charge will be clearly defined in the contract document Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor valuing variations to the contract, awarding extension of time and valuing compensation events Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge Designated Officer-in-charge.
- x. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts.
- xi. The 'works' shall mean and include the furnishing of equipment, labour, and the services in accordance with the contracted parts thereof as the case may be and shall also include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge become necessary for security.
- xii. "Specification" shall mean the technical specifications forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- xiii. 'Contract price' shall mean the total sum for which tender is accepted by the company.

- xiv. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xv. 'Letter of Acceptance' of the tender shall mean the official notice issued by the company notifying the contractor that his tender has been accepted.
- xvi. "Date of Contract" shall mean the date on which both the parties have signed the contract agreement.
- xvii. "Manufacturer's Works' or Contractor's Works" shall mean the place of work used by the Manufacturer, the Contractor their collaborators or sub-contractors the performance of the works.
- xviii. "Inspector" shall mean the Owner or any person nominated by the Owner from time to time to inspect the equipment stores or Works under the contract and/or the duly authorized representative of the owner.
- xix. When the words "Approved", "Subject to Approval", "Satisfactory", equal to "Proper", "Requested". "As directed", "Where directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer/Engineer-in-Charge.
- xx. "Test of Completion" shall mean such tests as prescribed in the contract to be performed by the contractor before the Works is taken over by the Owner.
- xxi. "Start-up" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete to the state ready for trial operation. The start-up period shall include preliminary inspection and check out of equipment and supporting sub-systems, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down inspection and adjustment prior to the trial operation period.
- xxii. "Initial operation" shall mean the first integral operation of the complete equipment covered under the contract with sub-systems and supporting equipment in service.
- xxiii. "Trial Operation", "Reliability Test", Trial Run", "Complete Test" shall mean the extended period of time after the "Start-up" period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- xxiv. "Performance and Guarantee Tests" shall mean all operation checked and tests required to determine and demonstrate capacity, efficiency and operating characteristics as specified in the contract document.
- xxv. "Commercial Operation" shall mean the condition of operation in which the complete equipment covered under the contractors officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the owner however, shall not relieve or prejudice any of the contractor's obligation under this contract.
- xxvi. "Final Acceptance" shall mean the owner's written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- xxvii. "Guarantee Period/Maintenance Period" shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract, without any fees, cost, additional charge/cost.

- xxviii. "Drawings"/ "Plans" shall mean all:
- (a) drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Owner/Consultant.
 - (b) drawings furnished by the Owner/Consultant to the Contractor during the progress of the work.
 - (e) engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer.
- xxix 'Codes' shall mean the following including the latest amendments, and/or replacements, if any
- (a) Standards of Bureau of Indian Standards relevant to the works under the contract and their Specifications.
- xxx Words importing singular only shall also include the plural and vice-versa where the context so requires.
- xxxi Words importing 'Person' shall include firms, companies corporations, and associations or bodies of individuals, whether incorporated or not.
- xxxii Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Sale of Goods Act failing that in the Indian Contract Act, and failing that in the General Clauses Act.
- xxxiii "Commissioning" the plant/project shall mean completion in all respects of construction rendering the plan/project ready for performance test and commercial operation as per above clause No. xxv.
- xxxiv "Government Appraisals" shall mean all permits, licenses authorizations consents, clearances decrees, waivers, privileges, approvals from and filing with government instrumentalities necessary for the development construction and operation of the plant/project.
- xxxv "Month" shall mean a calendar month according to the Gregorian calendar.

2. CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents:

- (i) Articles of Agreement
- (ii) Notice Inviting Tender
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder.
- (iv) Conditions of contract including general terms and conditions, additional terms and conditions, technical terms and conditions, erection terms and conditions special conditions, if any etc. forming part of the Agreement.
- (v) Specifications, where this part of Tender Documents.
- (vi) Scope of works/Bills of quantities/schedule of works/quantities and
- (vii) Contract Drawings / finalized work programmed.

- 2.1 After acceptance of tender the Contractor shall be deemed to have carefully examined all Contract Documents to his satisfaction, if he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof and submit them to the Owner in writing in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary in writing to the Contractor. Any information otherwise obtained from the Owner of the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

- 2.2 The Contractor shall enter into a Contract Agreement with the Owner within 28(twenty eight) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Owner. The performance Guarantee for the proper fulfillment of the contract shall be furnished by the contractor in the prescribed form within thirty(30) days of 'Acceptance of tender'. The performance Guarantee shall be as per terms prescribed in instructions of Bidders of this tender.
- 2.3 The Owner after the issue of the letter of Acceptance of Tender, will send one copy of the final agreement to the contractor for his scrutiny and approval.
- 2.4 The agreement, unless otherwise agreed to, shall be signed within 28 days of the issue of the letter of Acceptance of tender, at the office of the Owner on a date and time to be mutually agreed. The contractor shall provide for signing of the contract, performance guarantee in copies as required, appropriate power of attorney and other requisite materials in case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid guarantee submitted with the tender will have to be extended accordingly.
- 2.5 The agreement will be signed in six originals and the contractor shall be provided with one signed original and the rest will be retained by the Owner. None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.6 The contractor shall provide free of cost to the Owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the contract immediately after issue of letter of acceptance.
- 2.7 Subsequent to signing of the contract, the contractor at his own cost shall provide the owner with at least six(6) true copies of agreement within thirty (30) days after the signing of the contract.
- 2.8 The contract shall be considered as having come into force from the date of the letter of acceptance of tender issued by the owner subject to the handing over of the clear site to the contractor to start the work.
- 2.9 The laws applicable to this contract shall be the laws in force in India. The courts of Asansol shall have exclusive jurisdiction in all matters arising under this contract.
- 3.0 CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT:
 - 3.1 Within 30 days of receipt of the Letter of Acceptance of the tender, the successful Bidder shall deliver in favour of the Employer a Contract Performance Guarantee/Security Deposit limited to a sum equal to 10% of the contract price in the way as given below:
 - bank draft for the full amount of Contract Performance Security/Security Deposit amounting to 10% of the contract price, in favour of "ECL, Jhanjra Project Payable at SBI, Asansol" payable at any nationalised Bank/Scheduled Bank at Asansol preferably SBI..
 - 3.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.
 - 3.3 The Performance Guarantee shall cover additionally the following guarantees to the Employer:
 - (a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
 - (b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of Contract.

- 3.4 The Contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limited the damages under clause entitled Equipment. Performance Guarantee in section Technical Conditions of Contract and damages stipulated in the other clauses in the bidding documents.
- 3.5 The Company shall be at liberty to deduct/appropriate from the Contract Performance Guarantee/Security Deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the Contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.
- 3.6 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee Period.

4.0 TIME – THE ESSENCE OF CONTRACT

- 4.1 The time and the date of completion of the works as stipulated in the NIT i.e. 2 months.
- 4.1 The contractor shall submit a detailed schedule of work within the time frame as per NIT during agreement.
- 4.3 The above schedule of work shall be reviewed and periodic review reports shall be submitted by the contractor as directed by the engineer.

5.0 CONTRACT PRICE

- 5.1 The lump sum prices quoted by the contractor in his bid with additions and deletions as may be agreed before signing of the contract for the entire scope of the work including furnishing and erection of equipment covered under the specifications and documents and shall be treated as the contract price.

6.0 DEDUCTIONS FROM CONTRACT PRICE

- 6.1 All costs damages or expenses which the owner may have paid for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount from any moneys due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise if the contractor fails to satisfy the owner of such claims.

7.0 PACKING, FORWARDING

- 7.1 The contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The contractor shall be held responsible for all damages due to improper packing.

8.0 LIABILITY FOR ACCIDENTS AND DAMAGES

- 8.1 Under the contract the contractor shall be responsible for loss or damage to the weighbridge until the weighbridge is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract.

9.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 9.1 In the event of the contractor's failure to comply with the rate of progress as per the agreed time and progress chart and also failure to successfully complete the trial operation within the time fixed under the contract, the contractor shall pay to the owner @ 3% of the contract value per week subject to maximum 10% of the contract value.
- 9.2 The total amount liquidated damages for delay under the contract will be subject to a maximum of ten percent (10%) of the contract price.
- 9.3 The company may at its sole discretion, waive the payment of liquidated damage on request received from the contractor if the entire work is completed within the date as specified in the contract or as validity extended without stipulating any liquidated damages.

10.0 FORCE MAJEURE

- 10.1 Force majeure is herein defined as any cause which is beyond the control of the contractor or the owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- (a) natural phenomena including but not limited to floods, earthquakes and epidemics;
 - (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 10.2 The bidding documents will clearly state that:
- (a) The successful bidder will advise in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
 - (b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.
 - (c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- 10.3. The contractor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time such cause may occur after contractor's performance of his obligations has been delayed for other causes.

11.0 DELAYS BY OWNER OR HIS AUTHORIZED AGENT

- 11.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of works to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the engineer In charge shall be final.

12.0 EXTENSION OF DATE OF COMPLETION

12.1 On happening of any events causing delay as stated hereinafter, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. due to any reason defined as Force Majeure.
- b. non-availability of stores which are the responsibility of the owner to supply.
- c. non-availability or breakdown of tools and plant to be made available or made available by the owner.
- d. delay on the part of the contractors or tradesmen engaged by the owner not forming part of the contract, holding up further progress of the work.
- e. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work.
- f. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

12.2 A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

12.3 The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

Provisional extension of time may also be granted by the Engineer-in-charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/waive liquidated damages at the time of granting final extension of time as per contract agreement.

12.4 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

12.5 In case the Contractor does not apply for grant of extension of time within 15(fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy liquidated damages under the relevant clause of contract.

13.0 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules notices, correspondence operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

14.0 COMPLETION OF CONTRACT

14.1 This contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in his section.

15.0 GUARANTEE

15.1 The contractor shall warrant that the equipment will be new and in accordance with the contract documents and be free from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the satisfactory completion of the system. The contractor's liability shall be limited to replacement of any defective parts, poor workmanship and faulty design of the component/materials during the guarantee/warranty period the system is to be maintained by the contractor.

16.0 PAYMENT

16.1 The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein.

16.2 CURRENCY OF PAYMENT - All payments under the contract shall be in Indian Rupees only.

16.3 DUE DATES FOR PAYMENT

Owner will make progressive payment as and when the payment is due as per the terms of payment. Payment will become due and payable by the owner within thirty (30) days (subject to availability of fund) from the date of receipt of contractor's bill /invoice / by the owner, provided the documents submitted are complete in all respects.

16.4 TERMS OF PAYMENTS

16.5 Payment will be made to the party on submission of bills in accordance with the procedure as detailed below:

- a) First adhoc payment @ 70% of value of executed Civil work portion of work will be made on the successful completion of construction of associated civil engineering works and other fixtures.
- b) Second adhoc payment @ 70% of value of equipment will be made on successful supply and installation of weigh bridge with associated accessories and on submission of documentary proof in respect of payment of requisite excise duty and sale tax to the Govt.
- c) Final payment will be made after successful testing and commissioning of the weighbridge and stamping of the system by Weights & Measures Deptt. (State Govt.) after making statutory deduction.

17.0 SALES TAX ON WORKS CONTRACTS

17.1 Payment of Sales tax on works contract shall be the total responsibility of the contractor and the Employer shall deduct the Tax at source from the contractors' running /final bills as stipulated by the Sales Tax Authority at the rate prevalent as on the date of opening of the bid or revised price bid during the tenure of the contract, provided, however that if there is any revision in the rate of Sales Tax, Deductions at source on Works Contract during the tenure of the Contract the same shall be regulated as follows:

(a) In case of increase in the rate of Sales Tax Deductions at source, the Contractor shall be entitled to be reimbursed to the extent of the amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf and after departmental verification of charges of tax law by Statutory Authority but limited to the actual paid by the contractor.

(b) In case of any decrease or remission on the rate of Sales Tax (on works contract) deduction at source, the Company shall be entitled to the amount consequent on decrease/remission of Sales Tax. The Company shall be entitled to recover such amount from the amount from the amount due to the Contractor.

17.2 The Company reserves the right to deduct/withhold any amount towards taxes/Statutory levies as may be required under the Statute or in terms of direction from any Authority from the amount as directed by the appropriate Authority and the Company shall only provide with certificate towards deduction and shall not be responsible for any reason whatsoever.

18.0 SUBMISSION OF BILLS

18.1 Bills for first adhoc, second adhoc and final payment in order of sequence as completed in clause above should be submitted (in quadruplicate in each step) duly stamped, pre-receipted and the same duly certified by the engineer Incharge and approve by CGM/GM should be presented to concerned AFM for payment.

19.0 PAYING AUTHORITY

19.1 AFM of Jhanjra area.

19.2 Engineer In-charge / Nodal Officer for the weighbridge is Area Engineer(E&M) of the concerned area who can sign any document in connection with all the works except civil works whereas Area Engineer(C) is the authorized officer who can sign any document relating to civil work before processing the bill for payment to the AFM of concerned area..

20.0 CONSIGNEE

20.1 GM, Jhanjra Area or his nominated staff officer at the Jhanjra Area.

21.0 SPECIAL CONDITION.

21.1.1 In order to ensure timely installation and utilization as per the schedule of work the contractor should note that the supply of equipment as per specifications and schedule of rate quoted in price bid will be accepted only near completion of construction of weigh cabin as per technical specifications and schedule of rate quoted in price bid.

22.0 TRAINING OF OWNERS PERSONNEL

22.1 The contractor shall undertake to train the operating personnel selected and sent by the owner at weighbridge for 7 days.

23.0 The owner would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change in Govt. policy, Law and any order of judiciary/obstruction or delay by any outside elements /agency.

24.0 Bidder shall have to make payment to all workers /employees engaged by him/they for making activities as per prevailing minimum wage fixed by Govt: of West Bengal and shall also ensure that the minimum wage paid by him /them to any of his /their employees are not less in any case.

25.0 Bidder shall have to ensure that implementation of CMPF and misc. Provision Act 1948 and Allied Schemes framed therein in respect of bidder's workers deployed by him/them and will have to recover statutory dues and deposit the same along with employer's contributions (Bidder's share) to the respective CMPF office and to submit statutory returns under intimation to principle employer.

26.0 Bidder shall have to ensure by documentary evidence Payment of Service Tax as per Prevailing policy of the Govt.

----- X -----

TENDER DOCUMENT

PART – II

(Technical specifications and drawings)

NAME & PLACE OF WORK:- Supply, installation, erection and commissioning of 50T capacity Electronic pit less type road weighbridge (9.00M X 3.00M Size) provided with Boom barrier including construction of associated Civil work at MIC, Jhanjra Project Jhanjra Area on turnkey basis.

NIT NO. GM/JNR/E&M/11-12/ 287

Date:-18/01/2012

TD No. 2587

Estimated cost Rs.8,84,726.00

Annexure- A

I. Technical specification - Equipment

Supply of 50 Te capacity Electronic pit less type Road weigh bridge provided with Boom barrier on both side (In-bye and Out- bye) of Weighing Platform.

1. Capacity:-

50,000 kg (in steps of maximum10 kg) suitable for weighing of Lorry/ Truck / Dumper. The machine shall have the approval of Weights & Measures and a copy of the same will accompany with the offer.

2. Electronic Peripherals:-

a) Computer (Pentium-4 / equivalent) with 128MB RAM, 40GB HDD, 1.44MB FDD, with required hardware for the weighing system etc.

b) 14"/15" Colour Monitor with standard Key board suitable for the system.

c) 80 column Dot matrix printer suitable to the system.

d) Seven segment Digital weight display Digitizer on weighing system.

3. System soft ware:-

It shall be interactive to the operator in as simple a language as possible. The soft ware will provide at least the followings:-

Tare weight, Gross weight, Net weight, Customers' name, Date , Time in, Time out, Unless Boom barriers (on both side) are in down position no weight will be recorded.

Boom barrier should always be in ON position. As soon as Enter key is pressed boom barrier should come down and then system should record the weighment. Once weighment is recorded boom barrier should automatically return to on position. System should not respond to > 9 ton net weight.

4. Load transducers:- A set (4 Nos.) of suitable capacity Double ended share beam / suitable type load cell.

5. Weigh bridge structure:- Size 9m x 3m Fabricated M.S. structure to withstand the weight of 50T capacity of loaded Lorry excluding load cell mountings and painting complete with sufficient safety factor. Boom barrier should be provided on both side (In-bye and Out- bye) of Weighing Platform. Operation of Boom barriers should be controlled by system only.

6. System Protection :-

Suitable arrangement for protection of system from surge voltage/ voltage fluctuation shall also be the responsibility of bidder .

7. Un-interrupted power system unit:-

700VA U.P.S of reputed make with batteries of standard make with two hours back up capacity. U.P.S will take care of voltage fluctuation from 175v-250v will also be responsibility of bidder.

Annexure - B

I. Technical specification – Civil & Electrical works

On turnkey basis the price shall be separately quoted based on the Drawing. The job shall cover the following:-

Weigh Cabin – Electronic equipments associated with Weighbridge should be installed within existing Weighbridge Cabin at MIC Jhanjra Project..

Civil Work:-

- i) Foundation for weighbridge platform. (Foundation for Weighbridge platform tentative as shown in the drawing).
 - Good Earth work
 - Plain cement concrete.
 - Reinforce cement concrete.
- ii) Ramp of weighbridge:-
 - Stone ballast (required thickness) to be laid at bottom layer of ramp.
 - Sand filling to be done on both side (100mm thick) over stone ballast.
 - P.C.C (1:3:6) to be provided on both side (100mm thick) over sand filling.
 - R.C.C (1:2:4)to be provided on both side (200mm thick) over P.C.C.
 - Two layer (T & B) shall be laid with 10mm tor rod @ 200C/C on both direction at top & bottom reinforcement with necessary chair for R.C.C work of ramp.

Electrical Works :-

Supply Source :- 3 Ph -4Wire 230v +/- 10% , 50Hz +/- 3% A/C power supply shall be arranged by unit authority up to weigh cabin with a Suitable Main switch.

Annexure - C

III. Technical specification- Erection, Testing & Commissioning.

1. **Stamping by Legal Metrology Dept.:-** The weigh bridge shall be verified, tested and stamped by Legal metrology.

2. Services: -

a) **Responsibility of the Supplier: -**

- Erection, testing, commissioning & calibration of the system.
- Attending to Stamping & Verification by Legal metrology.
- Liasoining with Inspectors.

b) **Responsibility of the E.C.L:-**

- The approved site to be handed over to the contractor.
- Necessary legal fees for stamping.
- Material handling equipments like Mobile Crane 3Ton & 8 Ton capacity, etc. at site if required during installation.
- Storage of equipment.
- Arrangement of permanent power supply (3 Ph -4 wire 230v +/- 10% , 50Hz +/- 3%) A.C supply up to weigh cabin.

GENERAL TECHNICAL CONDITIONS

1.0 GENERAL

1.1 This part covers technical conditions pursuant to the contract and will form an integral part of the contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying technical specifications.

2.0 LIMIT OF CONTRACT

2.1 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories.

3.0 EQUIPMENT PERFORMANCE GUARANTEE

3.1 The performance tests of the equipment under the scope of the contract are detailed in the technical specifications. These guarantees shall supplement the general performance guarantee provisions covered under general terms & conditions of contract in clause entitled "Guarantee".

4.0 ENGINEERING DATA

4.1 The furnishing of engineering data by the contractor shall be in accordance with the schedule for each set of equipment as specified in the technical specifications.

5.0 DRAWING

5.1 All drawings submitted by the contractor including those submitted at the time of bid shall be sufficiently detailed.

6.0 INSTRUCTION MANUALS

6.1 The contractor shall submit to the engineer preliminary instruction manuals for all the equipment, covered under the contract within the time agreed upon between the owner & the contractor.

7.0 QUALITY ASSURANCE

7.1 Quality Assurance Programme

7.2 To ensure that the equipment and services under the scope of this contract whether manufacture or performed within the contractor's works or at his sub-contractor's premises or at the owner's site or at any other place of work are in accordance with the specifications, the contractor shall adopt suitable quality assurance programme to control such activities at all points necessary.

8.0 SERVICE BY THE OWNER

8.1 The following services shall be provided by the owner:

- i. Construction/ drinking water at one point within 100 metres of the work site on changes basis to be decided by the company.
- ii. Auxiliary power for construction at one point within 100 metres of the work site on charge basis to be decided by the company.

ERECTION CONDITION OF CONTRACT

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this contract to be performed at site.

2.0 OWNER'S LIEN ON EQUIPMENT

2.1 The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the weighbridge.

3.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES

The provisions of the clause entitled inspection, testing and inspection certificates under section GTC shall also be applicable to the erection portion of the works. The engineer shall have the right to re-inspect any equipment though previously inspected and approved by him, at the contractor's works, before and after the same are constructed and/or erected at site. During the inspection, if the engineer rejects any work or equipment, the contractor shall have to make good for such rejection either by replacement or modifications/repairs as may be necessary, to the satisfaction of the engineer.

4.0 ACCESS TO SITE AND WORKS ON SITE

4.1 Suitable access to and possession of the site shall be accorded to the contractor by the owner in reasonable time.

4.2 In the execution of the works, no persons other than the contractor or his duly appointed representative, sub-contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing of the engineer or his representative.

5.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

5.1 The contractor shall have necessary establishment at site and keep posted an authorized representative for the purpose of the contract. Security of the site and material kept at site will be the contractor's responsibility.

6.0 CONTRACTOR'S FIELD OPERATION

6.1 The contractor shall keep the engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works.

7.0 PROGRESS REPORT

7.1 The monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

8.0 PROTECTION WORK

8.1 The contractor shall have total responsibility for protecting his works till it is finally taken over by the engineer.

9.0 EMPLOYMENT OF LABOUR

9.1 The contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No persons below the age of eighteen years shall be employed.

10.0 FACILITIES TO BE PROVIDED BY THE OWNER.

10.1 SPACE:

The contractor shall advise the owner within ten (10) days from the date of acceptance of the letter of award, about his exact requirement to carry out his work.

10.2 ELECTRICITY

The contractor shall submit to the engineer within ten (10) days from the date of acceptance of the award letter, his electrical power requirements.

10.3 WATER

Supply of water will be made available for the construction purposes at an agreed single point within 100 metres of the work site.

11.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

11.1 Tools, tackles and scaffoldings - The contractor shall provide all the construction equipment, tools, tackles and scaffoldings required for re-assembly, erection, testing and commissioning of the weighbridge.

11.2 First – aid -The contractor shall provide necessary first-aid facilities for all his employees, representative and workmen working at the site. Enough number of contractor's personnel shall be trained in administering first –aid.

12.0 LINES AND GRADES -

12.1 The contractor shall be responsible to locate and layout the works.

13.0 FIRE PROTECTION

13.1 The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable.

14.0 SECURITY

14.1 The contractor shall have total responsibility for all equipment and materials in his custody stored loose, semi-assembled and/or erected by him at site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

15.0 MATERIALS HANDLING AND STORAGE

15.1 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.

15.2 The contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage and removed before the equipment are installed.

15.3 If the materials belonging to the contractor are stored in areas other than those earmarked for him, the engineer will have the right to get it moved to the area earmarked for the contractor at the contractor's cost.

15.4 The contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage at site during installation.

16.0 CONSTRUCTION MANAGEMENT

16.1 Time is the essence of the contract and the contractor shall be responsible for performance this works in accordance with the specified construction schedule.

17.0 FIELD OFFICE RECORDS

17.1 The contractor shall maintain at his site office up-to-date copies of all drawings, specifications and the contract documents and any other supplementary data complete with all the latest revisions thereto.

18.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

18.1 The contractor shall bring to site all equipment, parts, materials, including construction equipment tools and tackles for the purpose of the works with intimation to the engineer.

19.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

19.1 The contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other contractors and sub-contractors and all public and private property including structures, buildings, other plants and equipment and utilities.

20.0 INSURANCE

20.1 In addition to the conditions covered under the clause entitled insurance in general terms and conditions of contract of this volume-1, the following provisions will also apply to the portion of the works to be done beyond the contractor's own or his sub-contractor's works.

21.0 WORK AND SAFETY REGULATIONS

21.1 The contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or the Company or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the engineer-in-charge as he may deem necessary.

21.2 The engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment.

21.3 The contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons.

21.4 The contractor shall follow and comply with all the Company safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation.

22.0 CHECK OUT OF CONTROL SYSTEMS/ POWER SUPPLY

22.1 After completion of wiring, cabling furnished under separate specifications and laid and terminated by the owner, the contractor shall check out the operation of all control systems for the equipment furnished and installed under these specifications and documents.

23.0 CABLING - All cables shall be supported by conduits or cable tray run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surfaces with right angle turn made symmetrical bends or fittings.

TENDER DOCUMENT

PART – III

(Price Bid)

NAME & PLACE OF WORK:- Supply, installation, erection and commissioning of 50T capacity Electronic pit less type road weighbridge (9.00M X 3.00M Size) provided with Boom barrier including construction of associated Civil work at MIC, Jhanjra Project Jhanjra Area on turnkey basis.

NIT NO. GM/JNR/E&M/11-12/ 287

Date:-18/01/2012

TD No. 2587

Estimated cost Rs.8,84,726.00

PART –III - PRICE BID

Scope of work :

Supply, installation, erection and commissioning of 50T capacity Electronic pit less type road weighbridge (9.00M X 3.00M Size) provided with Boom barrier including construction of associated Civil work at MIC, Jhanjra Project Jhanjra Area on turnkey basis.

NIT NO. GM/JNR/E&M/11-12/ 287

Date:-18/01/2012

TD No. 2587

Estimated cost Rs.8,84,726.00

I/we hereby agree to do the above mentioned work as per my/our quoted rate in the enclosed formats in the following manner:

- A. Civil.
- B. Electronic Weighing System.
- C. Commissioning and Training.

My/our quoted rates are in respect of the Technical specifications mentioned in part –II of the bid.

I/we also hereby declare to abide by all terms and conditions and various stipulations of the Tender Document.

All materials to be used in the work shall be of best kind and to the approval of Engineer In-charge.

Material with ISI mark will be used. The make and brand of the materials shall be approved by the Engineer In-charge.. All works shall be executed as per IS specifications or as directed by Engineer In-charge.

A. PROFORMA FOR PRICE BID – CIVIL WORKS

Item no.	Sub head/Item Description	Quantity	Unit price	Amount.
1	Supply of Good Earth	210 Cu.m		
2	Earth work in Excavation etc.	62.19 Cu.m		
3	Providing and laying C.C (1:3:6)	6.95 Cu.m		
4	Labour Rate for Reinforcement for R.C.C work.	2005.16 Kg		
5	R.C.C work in footing for all work upto Plinth (1:2:4)	6.00 Cu. m		
6	R.C.C work in Wall (any thickness) 1:2:4	12.03 Cu.m		
7	R.C.C work in Beam etc. (1:2:4)	13 Cu.m		
8	Centering & Shuttering	154.85 Sq. m		
9	Steel work in single section	51 Kg		
10	Suppling and laying Stone aggregate	19.55 Cu.m		
11	Suppling and laying of moorum	12.50 Cu.m		
12	Filling with Sand	13.12 Cu.m		
13	Brick flat soling	30.30 Sq.m		

Total Value Rs

(In words Rupeesonly)

B. PROFORMA FOR PRICE BID – ELECTRONIC WEIGHING SYSTEM

Sl. No.	Sub head /description of item.	Qty.	Rate / unit.	Exi. duty	VATS 4%	Pack. & Insu.	Tran- spor- tation.	Any other (Insta- llation)	Amount
01.	Load Cell								
02.	Fabricated platform with accessories size 9M x 3M capacity 50 t.								
03.	Digital weight indicator.								
04.	Computer,CPU Pentium- 4 with monitor keyboard								
05.	Monitor 14"								
06.	Key board.								
07.	80 col. Dot matrix printer.								
08.	U.P.S 600VA with 1-hour backup& Battery.								
09.	Application Software.								
10.	Junction Box.								
		Total							

Total Value Rs. in words

C. PROFORMA FOR PRICE BID - COMMISSIONING AND TRAINING

Sl. No.	Description of work	Price.
01.	Maintenance of weigh bridge during warranty period and training to the operators for seven days after installation.	

Total value in Rs.....

(In words Rupeesonly)

D. PROFORMA FOR TOTAL PRICE BID

Sl No.	Total cost under heading	Amount
A.	Cost for Civil work	
B.	Cost for Electronic equipments.	
C.	Cost for commissioning & training.	

Total value in Rs.....

(In words Rupeesonly)

Name & Address of the Bidder

Signature of the Bidder with seal

