

# FOOD CORPORATION OF INDIA



(DIVISIONAL OFFICE KOZHIKODE)

## Model Tender Form

**Tender No.:** DO KZK-20.0/2/2024-Sto-Do Kozhikode

**Name of Work :** Comprehensive Annual Maintenance Contract of 40 MT pit less type Fully Electronic (Computerized) Lorry Weighbridge II at FSD Thikkodi and FSD West Hill under DO Kozhikode.

## INDEX

S.NO	DESCRIPTION	PAGE NO	
		FROM	TO
	<b><u>PART-A</u></b>		
01.	<a href="#">Notice inviting Tender</a>	3	5
02.	<a href="#">ANNEXURE-I</a>	6	7
03.	<a href="#">Invitation of Tender</a>	8	11
04.	<a href="#">Tender Acceptance Letter Annexure-A</a>	12	12
05.	<a href="#">Under Taking Annexure-B</a>	13	13
06.	<a href="#">Under Taking Annexure-C</a>	14	14
07.	<a href="#">Scope of Work</a>	15	15
08.	<a href="#">Conditions of Contract</a>	16	18
09.	<a href="#">Special Conditions of Contract</a>	19	21
10.	<a href="#">Form of Agreement</a>	22	23
11.	<a href="#">Schedule of Quantity</a>	24	24
	<b><u>PART-B</u></b>		
01.	Price Bid	Vide BoQ	

**FOOD CORPORATION OF INDIA  
DIVISIONAL OFFICE, KOZHIKODE**

**NOTICE INVITING TENDERS**

No **DO KZK-20.0/2/2024-Sto-Do Kozhikode**

Dated: Approved Date

Online Item Rate Tenders under Two Bid System are invited on behalf of the Food Corporation of India for the following work(s) from the Manufacturers / Authorized / experienced other qualified Repairers of lorry weighbridges for entering into the **Contract** for Comprehensive Annual Maintenance of existing Lorry Weighbridge in FCI.

Sr. No	NIT No.	Name of Work & Location	Estimated Cost put to Tender ₹	Earnest Money ₹	Last Date and Time for Submission of Technical & Price Bid	Time and Date of opening of Technical Bid
1.	2.	3.	4.	5.	6.	7.
1	<b>DO KZK-20.0/2/2024-Sto-Do Kozhikode.</b>	Comprehensive Annual Maintenance Contract of 40 MT pit less type Fully Electronic (Computerized)Lorry Weighbridge at FSD Thikkodi and FSD West Hill under DO Kozhikode.	4,50,000/-	9000/-	As mentioned in Gem- CPP Portal	As mentioned in Gem- CPP Portal

1. The intending bidder must read the terms and condition carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall part of bid document.
3. The bid document consisting of plans, specifications, the schedule of the quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.eprocure.nic.in](http://www.eprocure.nic.in). <https://eprocure.gov.in/eprocure/app> free of cost.
4. But the bid can only be submitted online after uploading the mandatory scanned documents of original payment instrument of NEFT / RTGS and other documents as specified in Annexure-I.

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand.
6. The intending bidder must have valid class-II or class-III digital signature with signing certificate to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.
8. Contractor can upload document in the form of JPG format and PDF format
9. At the time of submission of bid, contractor may upload all the documents in the bid document and further details if required may be asked from the contractor after opening of the technical bid. There is no need to upload entire voluminous balance sheet.
10. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

11. The technical bid shall be opened online first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
12. Tender documents downloaded from Central Public Procurement Portal Website (<https://eprocure.gov.in/eprocure/app>) must be submitted accompanied by the EMD as prescribed in NIT in the form of NEFT/RTGS in favour of Food Corporation of India payable at **STATE BANK OF INDIA**, CC A/C No **10622570298** IFSC **SBIN 0000861** Tenders not accompanied by the Earnest Money in the prescribed form shall be summarily rejected.
13. FCI will not enter into any negotiations even with the Lowest Tenderer.
14. Completed Tenders containing two online covers of technical bid and price bid
15. Online Bids are received only on CPP Portal website <https://eprocure.gov.in/eprocure/app> in the Office of the Divisional Manager, Food Corporation of India, D.O. Kozhikode at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those tenders shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening

of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

16. FCI reserves the rights to accept any tender or reject any or all tenders or split up the work between more than one tenders without assigning any reason whatsoever.
17. The detailed Tender Notice can be seen / downloaded on our website [www.fci.gov.in/](http://www.fci.gov.in/) and <https://eprocure.gov.in/eprocure/app>.

Divisional Manager

## ANNEXURE-I

**IMPORTANT NOTE:**

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enrol/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission '.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app> .
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

**Submission of Tender**

The tender shall be submitted online in two parts, viz., technical bid and price bid.

**TECHNICAL BID**

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

- i) Scanned copy in proof of Earnest Money Deposit indicating UTR No. and date.
- ii) Scanned copy of Certificate of PAN No.
- iii) Scanned copy of latest valid Goods and Service Tax Registration certificate from concerned Authorities as applicable.
- iv) Scanned copy of Tender Acceptance Letter **Annexure – A** on the letterhead of the **Company duly signed by the Authorised Signatory**.
- v) Scanned copy of Undertaking for Service in the Event of breakdown / inoperability of LWB **Annexure – B** on the letterhead of the **Company duly signed by the Authorised Signatory along with requisite supporting documents**.
- vi) Scanned copy of Undertaking as per **Annexure – C** to be submitted on letterhead of the firm.
- vii) Scanned copy of signed Model e-Tender Form by authorized person with rubber stamp.
- viii) Scanned copy of License from Weight & Measurement Department of respective States as per **Act/Rules Section 23 of the Legal Metrology Act-2009** for repairing

and servicing of LWBs in their own name provided that no license to repair shall be required by a manufacturer for repair of his own weighbridge in a State other than the State of manufacture of the same. In such case, scanned copy of License for manufacturing of electronic lorry weighbridge issued by the State authorities, from Director of Metrology, Govt. of India should be submitted.

- ix) Scanned copy of Experience Certificate in respect of successful completion of repairs and maintenance of weighbridges in Govt. / PSUs / Private Limited Company / Public Limited only of minimum ~~one No.~~ **05 (five) nos.** in the last ~~3~~ **07** years. The experience certificate issued by an organization other than Government Departments / PSUs submitted by the tenderer must be certified by a Chartered Accountant or a Company Secretary.
- x) Scanned copy of Power of attorney/Director's resolution authorizing a person to sign the tender document.
- xi) Copies of Registration certificate under Indian Partnership Act in case of Partnership Firm / Company Incorporation certificate in case of Ltd. Company / Affidavit in case of proprietary firm along with power of attorney and other documents as below:

#### **PRICE BID**

- a) Schedule of price bid in the form of BoQ\_XXXXX.xls (Will be formulated according to the type of work)

\*valid –License/certificate neither expired nor under-renewal on the last date of submission will be considered.

## INVITATION OF TENDER

1. Online tenders are invited under two bid system in the prescribed form and on behalf of the Food Corporation of India for Contract for **Comprehensive Annual Maintenance Contract of 40 MT pit less type Fully Electronic (Computerized)Lorry Weighbridge II at FSD Thikkodi and FSD West Hill under DO Kozhikode.**

i) **TECHNICAL BID** with the commercial details should be scanned and uploaded online on the portal (<https://eprocure.gov.in/eprocure/app>) and Earnest Money should be deposited online as prescribed in the Tender Notice.

ii) **PRICE BID** should be submitted online in the provided .xls format. Price Bid will not be opened on the day and time of tender opening. Price Bids of only such tenderers whose technical bids are found acceptable will be opened subsequently on the date and time fixed by the Corporation. The date and time of opening the price bids of technically successful tenderers will be intimated to them.

2. **EARNEST MONEY:** The tenderer is required to deposit along with technical bid of his tender Earnest Money (@ 2% of estimated cost mentioned in NIT) of **Rs 9000/- (Rupees Nine Thousand only)** through NEFT/RTGS in the A/c as detailed in NIT. The details of transaction against payment of Earnest Money have to be scanned and uploaded in PDF format only within the period of bid submission. In case of NEFT/RTGS/ other electronically means the Bidder has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. Earnest Money Deposits in any other form will not be accepted. Tenders not accompanied with the details of online submission of the Earnest Money will be summarily rejected.

The Earnest Money deposited shall be liable for forfeiture if the tenderer fails to keep the tender open for acceptance for the stipulated period of 45 days (which can be further extended by 45 days at the sole discretion of the Corporation) or after submitting his tender resiles from/or modifies his offer and/or the terms and conditions thereof in any manner, it being understood by him (tenderer) that the tender document have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money will also be liable to be forfeited in the event of the tenderer's failure, after the acceptance of his offer, to furnish the requisite performance guarantee by due date without prejudice to any other rights and remedies available to the Corporation under the contract and in law. He will also be **debarred** from participating in any other Tender Enquiry with FCI for a period of two years.

The earnest money will be refunded or released, as the case may be to the unsuccessful tenderers within 07 days of the award of the contract. In the case of the successful tenderers, the earnest money will be converted into the security deposit on the issue of the letter of acceptance of the tender.

3. **Initial Security Deposit:** The Initial Security Deposit amount @ 5% of the contract value in addition to performance guarantee for each center. The balance Security Deposit (i.e. 5% of contract value (-) EMD deposited by the contractor along with the bid) has to be deposited by the contractor within 7 days from the date of issue of letter for acceptance of tender in the form of NEFT / RTGS in favour of Food Corporation of India in the A/c as detailed in NIT. No interest will be paid on the Earnest Money, Performance Guarantee or the Security Deposit as the case may be; the maximum value of SD shall be 5% of the tendered amount.

**[DELETED]**

4. **Performance Guarantee:** The successful tenderer has to deposit an amount equal to @3% @5% of the tendered and accepted value of the work (without any limit) as performance guarantee within 7 days from the date of issue of letter for acceptance of tender in the form of NEFT/RTGS in favour of Food Corporation of India payable at Bank **STATE BANK OF INDIA**, A/c No **10622570298** IFSC **SBIN 0000861** Non-transferable, failing which the tenderer will be **debarred** from participating in any other Tender Enquiry with FCI for a period of two years.

The time allowed for submission of the Performance Guarantee by the contractor shall be 7 (seven) working Days of issue of the Letter of Acceptance. This period can be further extended, if required by the Divisional Manager for a maximum period of 7 (seven) working days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 (seven) working days from the date of issue of letter of Commencement.

**NOTE:** - If the Tenderer, whose Tender is being considered for acceptance, fails to furnish the prescribed Performance Guarantee within prescribed period the, EMD will be absolutely forfeited by the Food Corporation of India and the tenderer is liable to be debarred from participating in any other Tender Enquiry with FCI for a period of two years from the date of such debarring order. No order for debarment would be issued without serving show cause notice on the defaulting tenderer and examination of the tenderer's reply, if any.

5. The PERFORMANCE GUARANTEE and INITIAL SECURITY DEPOSIT shall be initially valid up to the stipulated period of contract plus 60 days beyond that, in case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee & initial Security Deposit extended to cover such extended time for completion of work. After issuing of the completion certificate for the work by the Manager (Depot) concerned, the Performance Guarantee & Initial Security Deposit shall be returned after recovering making recoveries, if any, as per stipulated vide the agreement if any to the contractor without any interest.

6. The Tender documents setting forth details of work to be executed and conditions of contract can be downloaded from CPP Portal <https://eprocure.gov.in/eprocure/app>.

7. The tenderer should quote the rates in BoQ.

8. Technical Bids will be opened at time and date as prescribed in the NIT in the presence of tenderers or their authorized representatives who may wish to be present.

9. The tenders shall remain open for acceptance for a period of 45 days from the date of opening of the tender. The Corporation however, shall have option to extend the validity of tender for a further period of 45 days. Should the tenderer fail to keep the tender open for acceptance as stated above or if the tenderer withdraws the tender before the expiry of said period or makes any modifications in the terms and conditions of the tender, then the Corporation without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money (if applicable) and the tenderer shall be ~~suspended~~ **debarred** for ~~5~~ **02 (two)** years and shall not be eligible to bid for any tender in FCI from the date of ~~suspension~~ **debaring** order.

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

11. The tenderer is to submit documents as mentioned vide NIT vide CPP portal online along with the Technical Bid.

~~12. Tenderers who have been blacklisted or whose EMD has been forfeited or having adverse report for unsatisfactory completion/ performance and poor after sales & service from FCI, Govt. or Quasi Govt. Organizations, its Technical Bid is liable to be rejected.~~ **In case of Tenderers who have been blacklisted / debarred / suspended from business dealings or whose EMD has been forfeited or who have adverse report for unsatisfactory completion / performance and poor after-sales service from FCI, Govt. or any Quasi Govt. Organizations, FCI reserves the right to summarily reject the Technical Bids of such tenderers.**

1. The tenderer shall examine carefully all tender documents.

2. The tenderer is advised to inspect the sites on his own responsibility and to secure all necessary information which may be required for completing his tender. Ignorance of site, equipment, configuration, password or local conditions shall not be an excuse for non-completion of work in time or non-performance or delayed performance of the contract. All costs, charges & expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Corporation will not accept any liability whatsoever in this regard. Any failure of the contractor to acquaint himself with all the available information will not relieve him from responsibility for estimating the cost properly.

3. All Tendered rates shall be inclusive of all taxes and levies (including Goods and Service Tax) payable under respective states if applicable, shall be borne by the contractor and shall be deemed to be included in the tendered amount and the Corporation shall not make any payment separately for such charges. The amount of Goods and Service Tax attributable towards the liability of the Contractor shall be paid by the Corporation to the contractor only on production of GST invoice.

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

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

14. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery of equipment/materials, the place of execution of works or place of payment under contract, the contract shall be deemed to have been entered into at **Kozhikode (Name of the place where Regional Divisional Office is situated)**. The disputes arising out of the contract shall be subject to exclusive jurisdiction of the courts situated in **Kozhikode (Name of the place District where Regional Divisional Office is situated)**.

15. The tenderer should possess requisite License issued by the State authority for the repairs and maintenance of electronic lorry weighbridges as required under "The standards of weights & measures Act". It will not be mandatory to possess the License from Weight & Measurement Department of respective States as per Act/Rules for repairing and servicing of LWBs in their own name when bidder is manufacturer of the said lorry weighbridge, in that case, valid license to manufacture electronic lorry weighbridges issued by the State authority for manufacturing of electronic lorry weighbridges should be submitted along with the technical bid.

Besides above, the tenderers must have at least one authorized / local tie-up / hired service center within the Region where the work is proposed so that in the event of a break down or major defects which cause complete dislocation of weighbridge operation, the same is attended and rectified the defect(s) and make lorry weighbridge operational within a stipulated period.

**Annexure - A****TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms &amp; Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the **CPP Portal**:

As per your advertisement, given in the above mentioned Portal and on FCI website [www.fci.gov.in](http://www.fci.gov.in).

2. I / We hereby certify that I / we have read the entire terms and conditions of the **CPP Portal** for the tender and other tender documents (including all documents like annexure(s), Instruction to bidder, qualifying criteria, Scope of Work, Special Terms and Condition, Service level Agreement, BoQ etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**ANNEXURE – B****UNDERTAKING**

(To be given on Company Letter Head)

**Service in the Event of breakdown/inoperability of LWB**

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

I/We hereby undertake that in the event of any breakdown or major defects which cause complete dislocation of weighbridge operation, the same will be attended to and rectified by our representative/service engineer within a period of ~~2 days (two)~~ as mentioned in clause (d) under "Scope of Work" of the MTF, from the date of receipt of intimation from FCI by our firm or its branch office, failing which damages as per ~~clause(s) concerned~~ clause 1.2 under "Special Conditions of Contract" of the MTF shall be levied on our firm.

The details of our service center(s) in ..... (name of the Region) are as below: -

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

Signature of the Contractor(s)

**Note: If the Service Center(s) listed above is/are not owned by the bidder, the following are to be furnished by the contractor to FCI: -**

- (i) copy of the agreement executed between the Bidder and the tied-up / hired service agency;**
- (ii) copy of the valid license for repair / maintenance of LWB as per Section 23 of the Legal Metrology Act-2009 possessed by the aforesaid tied-up / hired service agency**

**ANNEXURE – C****UNDERTAKING**

(TO BE SUBMITTED BY THE TENDERER ON LETTER HEAD)

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

1	Name and date of birth of the tenderer	
2	Constitution of tenderer (Proprietor, Partnership firm, Private/Public Company). The name of the proprietor, or all partners, or, the Directors of the company as applicable should be given	
3	Business in which the tenderer is employed together with particulars of the Head office, and branches, if any, are located	
4	PAN of business (along with copy of PAN card)	
5	Details of goods (along with HSN code/excise classification) being/to be supplied to the Corporation	
6	Details of services (along with HSN code) being/to be supplied to the Corporation	
7	Following details of each supplying state (from which material/service is being or proposed to be supplied to the Corporation) [refer to Comments below]: - a. Nature of tenderer (SEZ Unit/SEZ Developer/STPI Unit/Normal Entity/Foreign Entity) b. Category of tenderer (Normal Registered/Registered under Composition/Unregistered/Located outside India) c. Address d. State code (code as prescribed under GST) e. Latest contact number f. Latest fax number (if any) g. Latest E-mail ID h. GSTIN allotted by the Government (along with registration certificate) i. Effective date of registration	
<p><b>Comments: -</b></p> <p><b>1. The information at S. No. 7 (a) to 7(i) needs to be provided for each of the supplying state separately to the Corporation.</b></p> <p><b>2. In case the tenderer has obtained more than one registration in a state for different business verticals, the information at S. No. 7(a) to 7(i) needs to be provided for the additional registration in the same state separately.</b></p>		

## SCOPE OF WORK

### Scope of work & stipulated time for repairing of weighbridge:

- (a) The AMC firm shall ensure proper upkeep including timely stamping of the LWB during entire period of the contract. The Corporation shall reimburse Govt. stamping fees/stamping charges on production of Cash Receipt. However, compounding fees/penalty if any imposed by the Weights & Measures Dept. due to untimely stamping or any other reason on part of AMC Contractor shall be borne by the Contractor.
- (b) The contractor shall depute their skilled Engineer once in three months in routine and as and when required by the FCI Depot Manager for rectification of any defects and ensure satisfactory functioning of LWB under the contract.
- (c) Two coats of anticorrosive and one coat of finished paint on all steel structures after preparation of surface to be applied for protection against corrosion/rust and guide lines marking on the platform within 7 days after issue of work commencement letter.**
- (d) The contractor shall attend complaint of lorry weighbridge within the shortest possible time maximum within following period from the date & time of receipt of complaint from the concerned Depot Manager either through E-mail/SMS/Telephone/Fax etc.
- i) **120 Hours in the case of realignment of platform work.**
- ii) **72 Hours in the case of replacement of load cell(s) / CPU / Monitor / UPS / Printer / Stabilizer / CVT or repairing of CPU / Monitor / UPS / Printer / Stabilizer / CTV.**
- iii) **48 Hours in other than above mentioned cases.**

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

- (e) The scope of work will typically include complete maintenance of LWB including calibration services, breakdown support, spare parts & replacement, compliance & Legal Metrology support, with the following exclusions: -**

- i) **Physical damage not related to wear and tear**
- ii) **Civil work or structural repairs**

## CONDITIONS OF CONTRACT

### **1 Extent of contract:**

The contract comprises of repairing, delivery & replacement of required material & parts, trial runs, tests, stamping, commissioning etc. and except in so far as the contract otherwise provides, the provisions of all labour, materials, manufacturing plant, temporary works and everything whether of temporary or permanent nature for completion of works.

### **2 Contract Period:**

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

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

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

**3** In the event that the AMC contractor is other than the manufacturing company of the weighbridge involving in this contract, the contractor is required to change the digitizer at his cost and get stamped from weight and measurement department (legal metrology department) **in conformity to the instructions of Department of Consumer Affairs (Govt. of India) contained in letter no. I-19/84/2023-W&M Section dated 18-06-2024.**

**4** In the event of change of digitizer, if the AMC contractor is other than the manufacturing company of the weighbridge involved in this contract, he will have to ensure that the LWB system is compatible with the **FCI "Depot Online System (DOS)"/Anna Darpan application or any other application as per the requirement** including creation of API (Application Programming Interface) for integration of the LWB system with FCI DOS **/Anna Darpan application or any other application as per the requirement** for automatic capturing of weight. **The contractor will have to submit the hard copy as well as the soft copy (in**

**word file- .docx format) of the API code to the Manager Depot / Divisional Manager at the time of installation of new digitizer or start of the AMC period, whichever is applicable.**

- 5 The AMC contractor may handover old parts for which new parts have been installed. A record shall be maintained for each spare part replaced with details of Sl. No., model No. etc. Old items are to be deposited with concerned Manager (Depot).
- 6 The test check weight of capacity required for checking of machines shall be arranged by FCI. And will provide free of cost to the AMC contractor whenever is necessary under the supervision of Corporation.
- 7 The payment will be made on half yearly basis and the payment will be done only on recommendations of the Depot Manager and on production of service voucher (In original) duly verified by the Depot Manager stating that the contractor has attended repairing work of lorry weighbridge as per terms and conditions of the contract awarded to him/firm and lorry weighbridge is working satisfactorily. The payment will be done after successful completion of Six month.
- 8 In case of any dispute, a suitable provision for settlement of disputes at the level of GM(R)/ED (Zone) should be made as the quantum of each work is small. Proposal for settlement of any dispute in Court of law may not be appropriate. Yes, if the Agency is not satisfied with the decision of ED (Zone) then the Agency may approach Court of law.
- 9 **Once the AMC is awarded to the successful bidder, he will be requested to execute an agreement on non-judicial paper within a week's period.**
- 10 The successful bidder has to deposit performance guarantee ~~@3%~~ @5% of AMC amount before awarding of commencement letter.
- 11 The Security deposit **amount equivalent to 5% of the Contract value**, after the adjustment of EMD deposited, may be deducted from the first bill claimed by the AMC contractor. In other case Corporation will have the right to cancel the award of work at the risk and cost of the firm. **The security deposit shall be refunded to the tenderer after 06 months from the date of completion of contract period.**
- 12 Depending upon requirement, additional LWBs can be added on mutually agreed Rates during the contract period or any LWB(s) can be deleted at the discretion of Corporation.

**13** The AMC Contractor should take all precautions to avoid accidents /damages to FCI property. Contractor shall be responsible for all damages accidents caused due to negligence on their part.

**14** The rates quoted shall include Labour Charges that may be necessitated during repairs along with the cost of spare parts supplied / replaced. Suspension Rods, Bolts, Nuts and Screws that are worn out as a result of wear and tear may be required during servicing of repairs shall be provided /fixed free of cost. It will be the responsibility of contractor to ensure smooth working of Lorry Weigh Bridge(s) and accessories thereof.

Under exclusionary conditions as mentioned in Clause (e) of "Scope of Work", in case of following spare parts requiring replacement during the repairs, the cost of such spare parts according to rate list enclosed with the quotation as per Schedule of Quantity (BoQ) shall be borne by the Corporation subject to prior approval by the Competent Authority. Contractor is bound to supply the original parts as and when required. All spare parts will be genuine, of good quality and Guaranteed for 01 (one) year. The old parts replaced by the contractor with new or reconditioned parts become the property of FCI. The new parts supplied shall be certified by the Depot Manager indicating the Make, Capacity, Identification Sr. No. etc. of the spare part(s).

#### **LIST OF SPARE PARTS OF LORRY WEIGH BRIDGE**

<b>S. no.</b>	<b>Name of Spare Part</b>
<b>1</b>	<b>Digitizer / Digital Weight Indicator</b>
<b>2</b>	<b>Load Cell</b>
<b>3</b>	<b>Junction Box</b>
<b>4</b>	<b>Dot Matrix printer compatible with PC (including components thereof)</b>
<b>5</b>	<b>UPS and UPS Battery of required capacity</b>
<b>6</b>	<b>Personal Computer (with all components / peripherals)</b>
<b>7</b>	<b>Jumbo Display Unit</b>
<b>8</b>	<b>Power Supply unit for PC</b>
<b>9</b>	<b>Power Supply unit for Printer</b>
<b>10</b>	<b>Interconnecting Cables</b>

## SPECIAL CONDITIONS OF CONTRACT

### **1. Compensation / liquidated damages for delay:**

- 1.1 The time and date stipulated in the contract for the execution of the work or any part or stage thereof shall be strictly observed by the Contractor and also will be deemed to be the essence of the contract. The work shall throughout the stipulated period of the contract be carried out with due diligence. If the contractor fails to complete the work or any part thereof within the stipulated time, the contractor shall pay to the Corporation on demand, without prejudice to other rights and remedies that the Corporation may have against the contractor. Such decision in writing from the concerned authority of FCI shall be final and binding on the contractor. The Corporation may, without prejudice to any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the contractor.
- 1.2 The weighments charges, if any, incurred by the FCI within stipulated period mentioned vide para (d) under "Scope of Work" from the date of receipt of communication to the contractor, shall be borne by the Corporation. In case the defect or LWB is not rectified within above stipulated period from the date of receipt of complaint by the firm, then the penalty will be imposed @ Rs.500/per day for the period for which the machine remains out of order beyond the aforesaid stipulated period or expenditure incurred by Corporation on private weighments etc. during the period for which the machine remains out of order including above stipulated period also, whichever is higher.

### **2. Patent Rights:**

The contractor shall indemnify the Corporation from and against all claims, demands, actions and proceedings and all costs arising there from for or on account of license fees, infringement or any patent rights, design, trademark or other protected rights in respect of any plant, machinery, work, materials and process used in connection with the works or temporary works.

### **3. Trial Runs / Test:**

The contractor shall inform the Corporation in advance of his intention to commission the equipment(s) for a trial run/test. In such an event the contractor shall provide the necessary staff and meet all other expenses for carrying out the trial runs/tests. He shall ensure that

every portion of works such as power supply and any associated material, required for performing such test runs are also completed before undertaking the trial runs. He shall also indemnify the Corporation against any damage to the completed works or the personnel engaged in such trial operation or to any other structure that might get damaged during the progress of such trials.

**4.** It shall be the responsibility of the contractor to get the weighbridges verified and stamped from the concerned weights and measures authorities at his own expenses and submit proof of such verification to the Corporation. Statutory payment/fees for the same will be reimbursed on submission & handing over of the original payment receipt to the corporation.

#### **5. Payment Terms:**

All payments under the contract will be made in Indian currency by RTGS/NEFT on a branch of the State Bank of India or any nationalized bank. Payment will be made by the concerned Divisional Manager / Depot Manager on submission of **Digitally signed** bill with supporting documents issued by the Divisional Manager / Depot Manager or an officer acting on his behalf as the case may be and after deducting statutory deductions and deduction for compensation / liquidated damages for delay in repairing of LWB / Repairing charges paid by FCI to other firm in the case of the contractor fails to repairs the Weighbridge, if any. Digitally signed bill needs to be submitted by uploading in the **Bill Tracking Software (BTS)**/ any other online system as decided by FCI.

#### **6. Breach of Terms and Condition of the contract**

**6.1.** If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract and / or commit breach of any of the terms & conditions of the contract and / or in the event of termination of contract, it shall be lawful for the FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the tenderer or to appropriate the Security Deposit furnished by the tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Corporation. The decision of FCI or its authorized officer in respect of such damages, losses charges costs or expenses shall be final and binding on the contractor.

**6.2.** The FCI shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Tenderers of any of the terms & conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk & cost of the Tenderers and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages losses charges expenses or cost that may

be suffered or incurred by the Corporation due to the Tenderer's negligence or un-workmanlike performance of any of the ~~service of the~~ services under the contract.

## 7. PAYMENT UPON TERMINATION

The Corporation shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the bidder.

8. The provisions of **Public Procurement (Preference to Make in India), order 2017** (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender **to the extent applicable** thereto. The said Order/Rule contains detailed provisions relating to policy of Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt. subject to certain terms and conditions as laid down therein.

## 9. Force Majeure

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

## FORM OF AGREEMENT

**Name of work: Comprehensive Annual Maintenance Contract of 40 MT pit less type Fully Electronic (Computerized) Lorry Weighbridge II at FSD Thikkodi and FSD West Hill under DO Kozhikode.**

THIS AGREEMENT made in triplicate the ..... day of ..... 20\_\_ BETWEEN THE Food Corporation of India, a body corporate under the Food Corporations Act of 1964 (hereinafter called the "Corporation" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/s ..... hereinafter called "Contractor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and assignees (or successors in office) of the other part, WHEREAS the Corporation are desirous that all works entitled viz..... fully described in the tender and other documents forming part of the contract should be undertaken and had accepted Tender by the Contractor for the execution of the works and guarantee of such works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General and Special Conditions of Contract hereinafter referred to.

2. The tender documents, annexures, Addendums if any and any other attachments, shall be deemed to form of Contract Agreement and be read and construed as part of this Agreement, viz.

i) All correspondence by which the contract is added to, amended, varied or modified in any way by mutual consent.

ii) Any other papers and documents covered by the definition of "Contract" given in the General Conditions of Contract.

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

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

5. The contractor has furnished a sum of Rs. \_\_\_\_\_ as Earnest Money deposit which has been converted in to a part of ~~Initial Security Deposit~~ and agrees that the ~~balance Initial Security Deposit~~ for each center i.e. ( 5% of contract value (-) EMD deposited by the contractor) ~~has been~~

deposited to be deducted from first bill claimed as stipulated in Clause 5 of the invitation of tender **Clause 11 under "Conditions of Contract"**.

6. The contractor agrees that the performance guarantee @3% @5% of the contract value of each center will be deposited before issue of work order within 07 (seven) working days of the issue of letter of acceptance of tender, as stipulated in Clause 4 of invitation of tender.

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

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

DIVISIONAL MANAGER

Witnesses:

1.

2.

CONTRACTOR

1.

2.

**SCHEDULE OF QUANTITY****PRICE BID****BoQ (Rate to be quoted in price bid)**

Sl. No.	Description of work	Qty.	Rate	Unit	Amount
1	Comprehensive Annual Maintenance Contract of ___ MT pit / shallow pit / pit less* type Fully Electronic (Computerized) Lorry Weighbridge at FSD _____ under DO _____	2		Year	
	<b>TOTAL</b>				

**LIST OF SPARE PARTS OF LORRY WEIGH BRIDGE****[Applicable in case of exclusions mentioned in clause (e) under Scope of Work]**

S. no	Name of Spare Part	Rate Quoted per unit (incl. taxes) (Rs.)	Remarks (Specification, make, if any)
1	Digitizer / Digital Weight Indicator		
2	Load Cell		
3	Junction Box		
4	Dot Matrix printer compatible with PC (including components thereof)		
5	UPS and UPS Battery of required capacity		
6	Personal Computer (with all components / peripherals)		
7	Jumbo Display Unit		
8	Power Supply unit for PC		
9	Power Supply unit for Printer		
10	Interconnecting Cables		

Contractor(s)

Divisional Manager