

CONTAINER CORPORATION OF INDIA LTD.
(A Govt. of India Undertaking)
Inland Container Depot, Tughlakabad
NEW DELHI -110020
TEL: 011-26368086/26363537
FAX: 011- 26363078

BID REFERENCE / TENDER NO.**CON/A-I/T/EIMWB-05/2022**

OPEN TENDER UNDER SINGLE BID SYSTEM
(E-Tendering Mode Only)

Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC

Last Date & Time for receipt of Tender (Online): 03.06.2022 upto 13:00 hrs

Date & Time for opening of the Tender: 03.06.2022 at 15:30 hrs

CORPORATE OFFICE

CONTAINER CORPORATION OF INDIA LIMITED,
 A GOVT. OF INDIA UNDERTAKING
 C-3, MATHURA ROAD,
 OPPOSITE A POLLO HOSPITAL,
 NEW DELHI – 110076

AREA-1 OFFICE

CONTAINER CORPORATION OF INDIA LIMITED,
 A GOVT. OF INDIA UNDERTAKING
 NSIC NEW MDBP BUILDING, SECOND FLOOR,
 OKHLA INDUSTRIAL ESTATE
 (OPPOSITE NSIC OKHLA METRO STATION)
 NEW DELHI - 110020

TENDER NOTICE (E-Tendering Mode Only)

Online tenders in Single Bid system are invited for **Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.** The bid document can only be downloaded after paying Rs.1000/- through online from the website (www.tenderwizard.com/CCIL).

Tender No.	CON/A-I/T/EIMWB-05/2022
Estimated Cost	Rs.4533560/- (inclusive of GST)
Period of the contract	90 days for SITC and six years for AMC
Earnest Money Deposit*	Rs.90671/- (through e-payment) as per clause 3.0 of Section-II
Cost of Document*	Rs.1000/- inclusive of all taxes and duties through e-payment
Tender Processing Fee*	Rs.2675/- (inclusive of 18% GST) through e-payment which is Non-refundable
Date of Sale (On Line)	From 12.05.2022 at 16:00 Hrs. to 02.06.2022 up to 17:00 Hrs.
Date & Time of submission	03.06.2022 up to 13:00 Hrs. (E-Tendering Mode Only)
Date & Time of Opening	03.06.2022 at 15:30 Hrs.

* Through e-Payment

CONCOR reserves the right to reject any or all the tenders without assigning any reasons thereof. For complete details login to www.tenderwizard.com/CCIL.

**Group General Manager/Technical
(Area-1)**

TENDER NOTICE Detailed NIT

OPEN TENDER NO. CON/A-I/T/EIMWB-05/2022

**Container Corporation of India Ltd.,
(A Govt. of India Undertaking),
Inland Container Depot, Tughlakabad, New Delhi-110020
(E-Tendering Mode only)**

- Online Open E-Tender in Single Bid system is invited for the below mentioned work. The tender notice is also available on the website www.concorindia.co.in. The bid documents can be downloaded from the website (www.tenderwizard.com/CCIL), However, the intending bidders should submit the document sale price of **Rs.1000/- (inclusive of taxes)** through e-payment at the time of making online request.
- The tender cost and earnest money deposit (EMD) should be paid in favour of Container Corporation of India Ltd through e-payment and the receipt of the same should be scanned and uploaded on the e-tendering website www.tenderwizard.com/CCIL.
- Complete tender document along with receipt of e-payment of tender sale price & EMD shall be received online as per date & time mentioned below:

Tender No.	CON/A-I/T/EIMWB-05/2022
Name of Work	Supply, Installation, Testing and Commissioning of 01Nos.Pitless Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.
Estimated Cost	Rs.4533560/- (inclusive of GST)
Period of the contract	90 days for SITC and six years for AMC
Earnest Money Deposit*	Rs.90671/- (through e-payment) as per clause 3.0 of Section-II
Cost of Document*	Rs.1000/- inclusive of all taxes and duties through e-payment
Tender Processing Fee*	Rs.2675/- (inclusive of 18% GST) through e-payment which is Non-refundable
Date of Sale (On Line)	From 12.05.2022 at 16:00 Hrs. to 02.06.2022 up to 17:00 Hrs.
Last Date & Time of submission of Tender	03.06.2022 up to 13:00 Hrs. (E-Tendering Mode Only)
Date and Time of opening of Tender	03.06.2022 at 15:30 Hrs.

- The e-bids (tender) shall be opened in presence of the tenderers or their authorized representative, if they desire to attend.

Stamp of bidder

Signature of bidder

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5. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price and processing fee. CONCOR will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.
6. To participate in the E-Tender, it is mandatory for the bidder to have user ID & password, which has to be obtained by submitting an annual registration charges of Rs.1200/- + GST @ 18% to ITI, through e-payment.
7. The e-payment of tender document cost, earnest money deposit (EMD) and tender processing fee shall be paid through payment Gateway of CONCOR in e-tendering Portal at www.tenderwizard.com/CCIL.
8. Corrigendum/Addendum to this Tender, if any, will be published on website www.concorindia.com, www.tenderwizard.com/CCIL and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.
9. **Evaluation Criteria for the determination of lowest bidder;**
 - (a) The Tender Evaluation Committee will evaluate the bids on the basis of **lowest bid** received to decide the lowest qualified bidder.
 - (b) If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then both the bidders will be asked to submit revised sealed offers, The Tender Evaluation Committee will open the sealed offers and evaluate them to decide lowest bidder.
10. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/CCIL, please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no. 08800378607.
11. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.

Note: 1

1. Tender Document/sets shall be provided free of cost to Micro & Small enterprises (MSE's) registered with the listed agencies.
2. MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD). (*Refer clause 3.2.1 of Section-I*)
3. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSE indicated below along with the bid:
 - i. District Industries Centers
 - ii. Khadi and Village Industries Commission
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation
 - vi. Directorate of Handicraft and Handloom

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- vii. MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September, 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs issued in order 2012 and amended from time to time.
- viii. Any other body specified by Ministry of MSME
Such MSE bidders shall submit copy of valid Registration Certificate / Udyog Aadhar (along with RDSO's approval) along with the bid, clearly including the tendered item in the registration certificate and the terminal validity date of registration. E-bids not accompanied by a valid Registration Certificate / Udyog Aadhar shall be treated as e-bids from non-MSEs.
4. The MSEs must also indicate the terminal validity date of their registration.
5. Failing above, such offers will not be liable for consideration of benefits detailed under MSE.

Group General Manager/Tech (Area-1)
Container Corporation of India Ltd.

Pre-Qualification Documents Performa/Check list to be filled by Bidder before submission of Bid		
S. No.	Documents to be submitted by the tenderer along with their bid	Check & confirm of having uploaded these documents along with Bid (Yes/No)
1	Cost of the Tender paid [submit paid Challan in case of RTGS/NEFT/ Credit/debit Card] as per clause no. 3 of Section-I. Incase bidder is MSE, certificate as per clause 3.2 of section-II.	
2	Earnest Money Deposit (EMD) of Rs.90671/- in the prescribed format & submit its paid Challan copy in case of RTGS/NEFT OR copy of valid registration of MSE for the tendered item as per clause 3.0.1 and clause 3.2 of Section -II.	
3	A copy of the current Permanent Account Number PAN and GST Number of the bidder/firm as per clause 6.3.1 of section -II	
4	All bidders are required to submit documentary evidence in support of meeting the technical eligibility criteria as indicated in para 2.0 of Section II. (Clause 6.3.2 of section-II)	
5	If any tenderer happens to quote with his own Drawing No. /Part No./Specification, then he shall have to necessarily submit all the requisite documents and information in support of his offer being in conformity with the tendered Drawing/Specification. Furthermore, such drawings/specifications/catalogue are also to be uploaded as per clause 1.2 of section-III	
6	Certificate as per clause 2.3 of section -II Bidders from the Country Which Shares Land Border With India	
7	Power of Attorney in support of the person or persons signing on behalf of the Bidder (Sole Proprietor) as per clause 6.3.3 of section -II	
8	In case of Limited Company, an authenticated copy of the document, which authorises the signatory to commit on behalf of the Company, shall accompany the offer. Note: Cancellation of any document such as Power of Attorney, Partnership Deed etc. shall be communicated forthwith to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for such an action taken in the strength of the said documents submitted earlier or on the basis of the amended documents as per clause 6.3.4 of section -II	
9	Letter of submission of tender, to be duly completed, stamped and signed as per Annexure-1. (clause 6.3.5 of section -II)	
10	Undertaking to be submitted by the bidder that I/We hereby declare that I/We comply with all terms & conditions of CONCOR's tender document and I/We will submit signed and stamped copy of CONCOR's tender document as enclosure of Contract Agreement on award of Notification of Award as per clause 6.3.6 of	

Stamp of bidder

Signature of bidder

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	section -II	
11	No deviation to essential Technical and Commercial conditions (Like payment, Delivery Schedule, Taxes, Validity of offer, Validity of EMD certificate, Performance Guarantee etc.,) shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, CONCOR may waive off any minor infirmity or non-conformity in an e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR and its decision thereon shall be final and binding on the bidders. In case of absence of any deviation a "Nil Deviation" undertaking will have to be furnished by the Bidder as per Annexure-4 (clause 6.3.7 of section -II)	
12	Certificate as per Clause 6.3.8 of section -II	
13	Bidders to submit their e-bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. If any discrepancies between the downloaded version and the original version of bid document on sale/put on website are found, the latter shall prevail as per clause 6.3.8 of section -II	
14	The authorized signatory of the bidder is required to sign and upload the copy of Integrity Pact along with the Bid Document as per clause 6.3.9 of section -II. (Annexure-8).	
15	Validity of Offer: Offers should be valid for a period of 120 days from the date of opening of bid. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored as per clause 6.3.10 of section -II	
16	Memorandum of Association/Certificate of Incorporation	

Tender Letter

To

M/s.....

Subject: Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.

Tender No. CON/A-I/T/EIMWB-05/2022

Dear Sir,

1. The offer in E-Tender mode is invited in Single Bid system of tendering, as per time, date and other instructions indicated below. You are requested to Single Bid peruse instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials, through e-tendering mode on the website www.tenderwizard.com/CCIL. No other mode is acceptable. **The Earnest Money deposit and pre-qualification documents in requisite form shall be submitted along with techno commercial bid.**
2. The bid is to be submitted in Single Bid system, bid duly signed with Name of Work and Tender No. **CON/A-I/T/EIMWB-05/2022**.

2.1 TECHNICAL BID

This technical bid having **Tender No. CON/A-I/T/EIMWB-05/2022** shall contain all the documents mentioned in clause 6.0 and 6.3 of section –II. Documents are to be scanned, signed and should be uploaded along with the bid.

2.2 Financial Bid

The prices must be filled after downloading the financial bid document in the prescribed format issued through online e-tendering website. The bid should be saved and dully filled up and uploaded to the e-tendering site using Digital Signature for signing the documents.

This bid, duly signed with Name of Work, Tender no. as per NIT. Financial Bid shall contain the following:

- 2.2.1 PRICE FORM i.e. Annexure-3 with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.

3. General

- 3.1 All correspondence in connection with tenders shall be addressed to GGM/Tech/Area-1.
- 3.2 The Tender No. **CON/A-I/T/EIMWB-05/2022** as given in NIT and the subject must appear on all correspondence and documents.
- 3.3 All bids must be submitted through e-tendering website www.tenderwizard.com/CCIL through e-tendering mode in Single Bid system.

Stamp of bidder

Signature of bidder

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- 3.4 The tender document shall be available for download on web site from **12.05.2022 at 16:00 hrs to 02.06.2022 up to 17:00 hrs**. Completed tender documents must be uploaded on or before **03.06.2022 up to 13:00 hrs**.
- 3.5 Online bids (both technical and financial) will be opened at **15:30 hrs on 03.06.2022** in Tender cell of Area-1 Office New MDBP Building, Second Floor, Okhla Industrial Estate (Opposite NSIC Okhla Metro Station) New Delhi - 110020. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process, if desire. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
- 3.6 The technical bids so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. "Financial Bids" of only those tenderers, who qualify after consideration of the "Technical Bids", will be opened on a subsequent date and time, to be notified to the qualified tenderers only.
- 3.7 Period of completion of the entire work is **90 days for SITC and six years for AMC** from the date as mentioned in letter of award.
- 3.8 Tenderers are requested to peruse the "Instructions to Tenderers" and all other tender documents and submit their tender online only.
- 3.9 No Condition/deviation which is either additional or as modification of the tender condition shall be included in the bids. Conditional tenders shall be summarily rejected.
- 3.10 CONCOR, reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
- 3.11 Time is the essence of the contract.

Yours Faithfully,

For Container Corporation of India Ltd.

SECTION – I

CONTAINER CORPORATION OF INDIA LTD.
(A Government of India Undertaking)
NSIC, MDBP BUILDING, 2nd FLOOR,
OKHLA INDUSTRIA ESTATE,
OPPOSITE NSIC OKHLA METRO STATION
NEW DELHI-110020

1) Online Open E-bids are invited through single packet Open tendering system for **Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.** The complete bid document can only be downloaded from the website (www.tenderwizard.com/CCIL) during the tender sale period and the intending bidders should submit the document sale price of ₹1000.00 inclusive of all taxes and duties through e-payment at the time of making online request.

SN	Bid Reference	CON/A-I/T/EIMWB-05/2022
1	Name of work	Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.
2	Estimated Cost	Rs. 4533560 (inclusive of GST)
3	Period of Contract	90 days for SITC and Six Years for AMC
4	Cost of Document	₹ 1,000 through online payment gateway to CONCOR
5	Tender processing fee (Non-refundable)	₹2675/- (Inclusive of all taxes) Through online payment.
6	Date of sale of Tender (Online)	On 12.05.2022 after 16.00hrs to 02.06.2022 up to 17.00hrs
7	Date and time of Submission of Bid	On or before 03.06.2022 up to 13:00 hrs. (Indian Standard Time)
8	Date and time of opening of Bid	On 03.06.2022 at 15:30 hrs.– Indian Standard Time
9	Place of Opening	Container Corporation of India Ltd. NSIC, MDBP Building, 2 ND Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020
10	Communication Address	GGM/Tech/Area-1 Container Corporation of India Ltd. NSIC, MDBP Building, 2nd Floor, Okhla Industrial Estate,

Stamp of bidder

Signature of bidder

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		Opp. NSIC Okhla Metro Station, New Delhi-110020(INDIA) Tel.: 91-11 41222611 email:devraj@concorindia.com
11	Type of Tender	Single Bid systems
12	Validity	120 Days from the date of opening

- 2) All bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode.
- 3) This tender notice is also available on the web site www.concorindia.co.in and website of Central Public Procurement Portal (<http://eprocure.gov.in>). The bid document can also be downloaded from the website (www.tenderwizard.com/CCIL). However, the intending bidders should submit the document sale price of Rs. 1000.00 & tender processing fee of Rs.2675/- Inclusive of GST @18%, through e-payment at the time of making online request.
- 4) To participate in the e-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charge of INR 1,416/- Inclusive of 18% GST to M/s ITI ltd through e-payment at time of downloading / submission of bid.
- 5) The detailed tender document can be viewed from the website www.tenderwizard.com/CCIL.
- 6) Prospective Bidders should also visit CONCOR website www.concorindia.co.in and website www.tenderwizard.com/CCIL for addendum/corrigendum, if any, till the time of opening of the bid. Newspaper press advertisement shall not be issued for same. CONCOR shall not be responsible for any printing error in the downloaded tender document.
- 7) Bidders submitting their offers as MSE, registered for the item tendered, shall be exempt from the payment of sale price of tender document fee , if they submit the current and valid registration certificate (**Refer clause 3.2.1, Section II**) for the tendered item.
- 8) For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/CCIL, please contact at www.tenderwizard.com and helpdesk no.011-49424365 or email: twhelpdesk0571@gmail.com.
- 9) Any downloading from the website is at the sole risk and responsibility of the user. CONCOR will not be responsible for delay/difficulty/in-accessibility of downloading for any reason whatsoever.

10) Any clarification on bid documents can be sought in writing and should reach this office 15 days before the scheduled date of opening of tenders as per **clause 12.3 of Section-II**.

11) All the bids received shall be opened on the date and time mentioned in the Tender Notice.

Note:

- (i) The purchaser reserves the right to decrease the tender quantity or even discharge the tender without assigning any reason.
- (ii) **RDSO drawings and specification (as per RDSO specification No. WD-29-MISC-19) may be obtained directly on payment from RDSO, Lucknow.**

GGM/Tech/Area-1
Container Corporation of India Ltd. NSIC,
MDBP Building, 2nd Floor, Okhla Industrial Estate,
Opp. NSIC Okhla Metro Station, New Delhi-110020, (INDIA)
Tel.: 91-11 41222611 email: devraj@concorindia.com

SECTION – II**GENERAL INSTRUCTIONS TO BIDDERS****1.0 GENERAL INSTRUCTIONS**

- 1.1 Container Corporation of India Ltd. (A Government of India Undertaking), NSIC, MDBP Building, 2nd Floor, Okhla Industrial Estate, Opp NSIC Okhla Metro Station, New Delhi-110020, INDIA (hereinafter referred to as “CONCOR”) invites “e-tender for **Supply, Installation, Testing and Commissioning of 01 Nos. Pit less Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC**, in accordance with the delivery schedule at Section-V.
- 1.2 The offer in the prescribed format (**Annexure-1**) should be submitted online before the time and date fixed for the submission of online offers as set forth in the bid document.
- 1.3 The Bid submitted online by the Bidder and all correspondences as well as documents related to the bid exchanged between the Bidder and the Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.
- 1.4 All correspondence should be addressed only to **GGM/Tech/Area-1, Container Corporation of India Ltd. NSIC, MDBP Building, 2nd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020, (INDIA)..**
- 1.5 All the bids received shall be opened on the date and time mentioned in the Tender Notice.

1.6 SCHEDULE OF REQUIREMENT

Sl. No.	Description of the item required	Specification of the item	Qty. (in nos.)
1.	Supply, Installation, Testing and Commissioning of 01 Nos. Pit less Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at	As per RDSO Specification No. WD-29-MISC-19	01

Stamp of bidder

Signature of bidder

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ICD Tughlakabad, Delhi on Turnkey Basis including AMC.		
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2.0 TECHNICAL QUALIFICATION REQUIREMENT

- 2.1 The bidder should be an RDSO approved source or RDSO vendor approved for developmental orders for **In-Motion Railway Electronic Weighbridge** the material being procured.
- 2.2 All bidders are required to submit documentary evidence in support of their approval from RDSO as per 2.1 above. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.
- 2.3 The bidder should submit the following certificate:

“I have read the clause 25 of Section-II, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.]”

3.0 EARNEST MONEY

- 3.0.1 Earnest money/bid guarantee deposit Rs.90671/-, i.e. 2% of total estimate in favour of “Container Corporation of India Ltd.”. The EMD to be paid through e-payment and receipt of the same should be scanned and uploaded along with tender document on the e-tendering website www.tenderwizard.com/CCIL.
- 3.0.2 No interest will be payable by CONCOR on the Earnest Money Deposit.
- 3.0.3 The Earnest Money deposit shall be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- 3.0.4 The Earnest Money Deposit of the successful tenderer shall be returned after submission of performance Guarantee and signing of the agreement.
- 3.0.5 The Earnest Money Deposit of all unsuccessful tenderers shall be refunded after decisions regarding award of contract is taken.
- 3.1 Any tender not accompanied by Earnest Money Deposit for the period of validity of offer will be summarily rejected and valid up to the stipulated period.**

- 3.2 **Exemption:** Indian bidders registered as “Micro and Small Enterprises” (MSE’s) for the tendered item with any of the following agencies shall be considered eligible for treatment as MSE’s for the purpose of this tender:
- (i) District Industries Centers
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small Industries Corporation
 - (vi) Directorate of Handicraft and Handloom
 - (vii) MSEs have started Udyog Aadhar Memorandum (UAM), an online registration system since 18th September, 2015 and all MSEs who are having Udyog Aadhar Memorandum will be given all benefits available under Public Procurement Policy for MSEs issued in 2012 and amended from time to time.
 - (viii) Any other body specified by the Ministry of MSME, Government of India.
- Such MSE bidders shall submit copy of valid Registration Certificate/Udyog Aadhar along with the bid, clearly including the tendered item in the registration certificate and the terminal validity date of registration. E-bids not accompanied by a valid Registration Certificate/Udyog Aadhar shall be treated as e-bids from non-MSEs.
- 3.2.1 The bidders qualifying as MSE (who submit valid Registration Certificate/Udyog Aadhar as per **Clause 3.2 above**) shall be given the following exemptions: -
- (i) Tender sets shall be issued free of cost to MSE’s registered with the above agencies for the tendered item.
 - (ii) MSEs registered with the agencies for the item tendered will be exempted from payment of Earnest Money Deposit (EMD). (*Refer clause 3.2 of Section-I*)
- 3.3 Bidder shall be debarred for a period of 12 (Twelve) months, from the date of debarment for all tenders viz. Procurement of Goods, Consultancy, Works, non-consulting Services etc. issued by CONCOR published during this period including participating in re-tender for that work, if:
- If Bidder(s) withdraw or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
And/or
 - If Bidder(s) withdraw or modify their bids during the period of validity,
And/or
 - If Bidder(s) offer has been accepted, declines or fails to give acceptance to the Notification of Award (NOA) within 15 days of issue of NOA and furnish Contract Performance Guarantee (Performance Security Deposit) as specified in Clause 16.0 of Section-II & Clause-10.0 of Section-III (Terms and Conditions).
And/or

- If Bidder(s) declines or fails to sign the Contract agreement as per the Clause 17.0 of Section-II ”.

3.4 Any tender not accompanied by the deposit Earnest money as per **Clause-3.0** Section –II their bids shall be summarily rejected.

4.0 **Digital Signature** : All documents required to be scanned, digitally signed and uploaded.

5.0 SUBMISSION OF OFFER

5.1 The offer shall be submitted only through online submission e-Tendering website www.tenderwizard.com/CCIL.

5.2 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing:

(i) as sole proprietor of the concern or as Attorney of the sole proprietor.

(ii) as a partner of the firm duly authorized.

(iii) as a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association or in pursuance of a Power of Attorney given by person competent to give such authority. **An authenticated copy of the document, which authorizes the signatory** to commit on behalf of the firm, shall accompany the offer.

5.2.1 In the case of a firm, not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

5.3 Tender Opening: -

(i) **Technical and financial bid will be opened** after stipulated closing date and time of the tender by minimum two authorized CONCOR officials using their secured digital permissions, passwords and digital keys.

(ii) Bidder can obtain totally transparent bid tabulation statement by logging on to www.tenderwizard.com/CCIL after tender opening.

(iii) All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement after tender opening from any remote location using internet access by visiting the website

www.tenderwizard.com/CCIL instantly after opening of the virtual opening the tender box, by clicking on the icon.

- (iv) The purchaser does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Vendors cannot submit/modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

6.0 **DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER -**

- 6.1 The e-bids are to be submitted in single (01) packet tendering system, through online submission e-Tendering website www.tenderwizard.com/CCIL, containing e-bids viz. **Technical bid and financial bid.**

- 6.1.1 Scanned Copy of earnest money paid receipt by all the bidders as per Clause 3.0.1 of Section-II, General Instructions to Bidders.

OR

- (a) MSE bidders shall submit copy of valid registration certificate/Udyog Aadhar along with the bid, clearly including the tendered item in the registration certificate/Udyog Aadhar and the terminal validity date of registration in the mandatory document along with as mentioned in Clause 3.2 of Section-II, General Instructions to Bidders.

6.2 **e-Price Bid shall contain the following: -**

- (a) The applicable online e-price bid as per **Annexure-3.**

Note: -Tenderers should show discount in the price bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any condition attached (viz. Discount/Rebates having linkages to quantity, payment, Inspection Agency, destination, delivery place etc) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position.

6.3 **Bids shall contain the following documents:-**

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- 6.3.1 A copy of the current Permanent Account Number PAN and GST Number of the bidder/firm.
- 6.3.2 All bidders are required to submit documentary evidence in support of meeting the technical eligibility criteria as indicated in para 2.0 of Section II.
- 6.3.3 Power of Attorney in support of the person or persons signing on behalf of the Bidder (Sole Proprietor)
- 6.3.4 In case of Limited Company, an authenticated copy of the document, which authorises the signatory to commit on behalf of the Company, shall accompany the offer.

Note: Cancellation of any document such as Power of Attorney, Partnership Deed etc. shall be communicated forthwith to CONCOR in writing, failing which CONCOR shall have no responsibility or liability for such an action taken in the strength of the said documents submitted earlier or on the basis of the amended documents.

- 6.3.5 Letter of submission of tender, to be duly completed, stamped and signed as per **Annexure-1**.
- 6.3.6 Undertaking to be submitted by the bidder that I/We hereby declare that I/We comply with all terms & conditions of CONCOR's tender document and I/We will submit signed and stamped copy of CONCOR's tender document as enclosure of Contract Agreement on award of Notification of Award.
- 6.3.7 No deviation to essential Technical and Commercial conditions (Like payment, Delivery Schedule, Taxes, Validity of offer, Performance Guarantee etc.,) shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, CONCOR may waive off any minor infirmity or non-conformity in an e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR and its decision thereon shall be final and binding on the bidders.
In case of absence of any deviation a "Nil Deviation" undertaking will have to be furnished by the Bidder as per Annexure-4.
- 6.3.8 Bidders to submit their e-bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. If any discrepancies between the downloaded version and the original version of bid document on sale/put on website are found, the latter shall prevail.
- 6.3.9 The authorized signatory of the bidder is required to sign and upload the copy of Integrity Pact along with the Bid Document. (**Annexure-8**).

6.3.10 **Validity of Offer:** Offers should be valid for a period of **120 days** from the date of opening of bid. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.

6.4 No modification in the bid will be allowed subsequent to the deadline for submission.

6.5 **Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.**

7.0 **Distribution of Quantities: -**

Only One Electronic In Motion Weighbridge including AMC has been proposed to procure hence distribution of quantity shall not be applicable.

8.0 **LOCAL SITE CONDITIONS & REQUIREMENTS –**

The site is approx. 20 feet down from ground level and on both side of single railway line 20 feet high boundary wall is present and the area is rocky it may require stone cutting and cleaning these site conditions poses difficulty and space constraint for civil work due to these reasons It is not possible to make the RCC slab near the track line as there is no space available for the activity and also the movement of vehicle like Hydra, Trucks is not possible at the proposed site. The railway track is electrified and is having 25 KV (OHE) line over the track for Electric locomotive movement. Hence all the civil work may not be completed on site therefore civil foundation work i.e. making ,fabrication and curing of precast slabs may be done somewhere else and then these pre fabricated slabs may be transported to site at ICD/TKD and may require the help of lifting Cranes i.e Hydra, Gas Cutter, welding , lifting tools for installation and fixing.

8.1 The work of civil foundation including preparation/fabrication, curing, transportation and installation/fixing of precast slab and arrangement of lifting Cranes, Gas Cutter, welding ,lifting tools (if required),digging for placing of precast slabs below the railway track, cleaning of the weighbridge area including stone cutting and arrangement of all tools and tackles including cranes etc will be IN THE SCOPE OF BIDDER AT NO EXTRA COST.

8.2 Liasoning with railway (P-WAY) department for rail cutting permission and obtaining FIT FOR RAIL OPERATION CERTIFICATE after installation and fixing of weigh rails will be in the scope of Tenderer/Bidder at NO EXTRA COST.

8.3 Liasoning with railway (TRD) department for Switching OFF 25 KV (OHE) line power supply before starting the work on railway track and resuming the same after completion of work will be in the scope of Tenderer/Bidder at NO EXTRA COST.

8.4 **Since there is single entry railway line at ICD/Tughlakabad therefore CONCOR can provide maximum 24 HRS. SHUT DOWN PERIOD for civil foundation, installation of**

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precast slab & weigh rail installation work. The bidder has to complete above mentioned work within 24 HRS. SHUT DOWN PERIOD ONLY.

- 8.5** The agency shall quote the charges for weighbridge room/ weighbridge cabin separately in the offer. CONCOR may include or exclude the control room for the location while placing order OR during the currency of contract as per its requirement. In case room is excluded then cost of room shall not be paid. CONCOR shall intimate the contractor in writing. Similarly the cost of OFC cable shall be paid on actual usage basis.
- 8.6** It will be imperative on each bidder to fully acquaint himself of all the local site conditions and factors, which would have any effect on the performance of the contract and cost of the stores **Supply, Installation, Testing and Commissioning of 01Nos. Pit less Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC.** CONCOR would not entertain request for change of price or the time schedule of delivery of stores after the Competent Authority has accepted the offer.

9.0 TIME SCHEDULE

The basic consideration of the contract shall be the strict adherence to the time schedule for the **“Supply, Installation, Testing and Commissioning of 01Nos. Pitless Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC”** as specified in Section V. The attention of the bidder is invited to clauses regarding LD and default in the terms and conditions by which the contract shall be governed.

10.0 ADDRESS OF BIDDER FOR COMMUNICATION

The bidder shall state his address fully and clearly in his bid. Any communication sent to the bidder at his said given address shall be deemed to have delivered the bidder in time.

11.0 PRICES

- 11.1** The bidder should quote prices in Indian Rupees in the prescribed format (e-bid) as per the **Annexure-3**. All prices and other information like discounts etc. having bearing on the price shall clearly be indicated in e-Bid form i.e. in the prescribed e-price format only.

- 11.1.1** Tenderers should show discount in the price bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any condition attached (viz. Discount/Rebates

having linkages to quantity, payment, Inspection Agency, destination, delivery place etc.) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position.

11.1.2 The purchaser will not bear any Octroi Charges, Entry Tax, Exit Tax etc.

11.2 **Consignee-**

The Consignee shall be intimated by Group General Manager/Tech/Area-I, Container Corporation of India Ltd, NSIC, MDBP Building, 2ND Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020. Material will be supplied only against the consignee particulars intimated by Group General Manager/Tech/Area-I, and material to be delivered by specific cut-off date mentioned in the delivery Schedule of Contract.

11.3 The bidder should quote the Net Ex-Works basic prices and GST/CGST/UTGST/IGST (whichever is applicable) on the final finished “Description of item” as per online price format in the **Annexure-3. Payment of GST will be made on submission of documentary proof that the amount has been deposited with the concerned authorities.**

CONCOR reserves the rights to take the delivery either on Ex-works or on FOR destination basis in accordance with the quoted rates.

11.4 **Evaluation of Price bids**

The bid will be evaluated as on the basis of quoted ex-factory price including taxes.

Deviation (both plus and minus) in the rate of GST after the closing date of tender as indicated in Clause 1 of Section-I, but within the contractual delivery period will be to the account of CONCOR.

Any increase in GST during extended period of the contract will be to the account of bidder.

In case of applicability of Octroi/Entry Charges at any of the destination, CONCOR will not bear the Octroi/entry charges.

CONCOR reserve the right to place the order either on ex-works basis or **FOR destination** in accordance with the quoted rates.

11.5 **Insurance** - The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination i.e. Consignee. Bidder shall be responsible for all insurance charges including transit insurance etc till the "Description of the item" is delivered to the nominated destinations in the acceptable condition.

11.5.1 **Lodging of Claim** - In case of any loss/damages of "Description of the item", the nominated consignee will advise the bidder within 15 (fifteen) days of the arrival of goods and it shall be the responsibility of the bidder/supplier to lodge necessary claim on the carrier and/or insurer and pursue the same.

The successful Bidder shall, however, at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim. CONCOR will evaluate the offer for complete work for the locations as per the price bid. CONCOR shall have the right to place order for all locations or cancel the order for any or all location without assigning any reason.

12.0 GENERAL

12.1 The bidder must ensure that the conditions laid down for submission of offers detailed in the preceding clauses is completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

12.2 **Validity of Offer** - The offer shall be kept valid for a minimum period of 120 (One Hundred and Twenty Days) calendar days from the date fixed for opening of tenders.

12.3 **CLARIFICATION OF E-BIDS** – Any clarification on bid documents can be sought in writing and should reach this office **15 days** before the scheduled date of opening of tenders. The clarifications would be furnished in writing within **07 (seven) days** of receipt of such letter. It would also be posted on the CONCOR website and on www.tenderwizard.com/CCIL. All such clarifications shall form part of bidding document and shall accompany the bidders' proposal. Normally request for extension of the date of submission of bid will not be entertained.

12.4 Manual offers shall not be accepted against E-tenders. Offers submitted through online mode on www.tenderwizard.com/CCIL will only be considered.

13.0 CHANGES IN THE DATE OF BID OPENING

In case the due date **for opening of tender** is declared a Public Holiday, the tender will be opened at the same time and same location on the next working day. **The bidders/bidders' representatives who may choose to attend at the time, date and place specified.**

14.0 ONLINE SUBMISSION OF OFFERS

14.1 **Submitting bid** - Bidders shall submit the bid as per the guidelines given in Notice inviting Tender and Prequalification documents Performa/checklist and Clause-6.0 of Section-II i.e. **In single packet/bid containing Technical bid,& price bid.**

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections. **Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory(s) to the bid.**

14.3 Opening of Bids

The bids will be opened at a specified date, time and place as specified in tender.

14.5 IT MAY PLEASE BE NOTED THAT CONCOR RESERVES THE RIGHT TO:

- (i) Extend the date of submission of the tender.
- (ii) Modify the terms and conditions of the Bid.
- (iii) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of CONCOR.
- (iv) To negotiate the rates with the lowest bidder i.e. L-1.
- (v) Accept a tender for a part or whole of the quantity offered, reject any tender, may not accept lowest or any tender without assigning any reason. Any such action will not be called into question and the bidder shall have no claim in that regard against CONCOR.

15.0 EVALUATION OF THE OFFERS

CONCOR will evaluate the bids i.e. **Technical Bid and Price Bid both.**

15.1 CONCOR will examine the e-bids to determine whether –

- (i) These are complete.
- (ii) Earnest Money Paid receipt is available.
- (iii) The validity of the bid is as per the Bid Document
- (iv) **“Deviation Statement” or “Nil Deviation Undertaking”** has been submitted.
- (v) No condition stipulated in any clause/sub-clause of Section-II, Section-III, and its associated annexures.
- (vi) Documents required to be submitted by the bidder vide Clause-6 of Section-II have been furnished.
- (vii) The prices have been quoted in the online price format given as Annexure-3 and would be opened on a nominated date and time.

15.2 To assist the examination, evaluation and comparison of e-bids, CONCOR may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response thereto shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted.

- 15.3 Eligible MSE(s) (as per Clause 3.2 of Section-II) quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L-1 price is from someone other than a MSE and such MSE's can be together ordered up to 25% of the total tendered value. For the purpose of L1+15%, L1 rates are the initially quoted rates received in the bids.

16.0 NOTIFICATION OF AWARD

- 16.1 Subsequent to opening of e-bids, CONCOR will notify the acceptance of bid to the successful bidder either through a letter sent by courier/Regd. Post or fax or email. In case of acceptance communicated through fax or email, the same would be followed with a letter sent through courier or post.
- 16.2 CONCOR will be the sole judge in the matter of award of contract and the decision of CONCOR shall be final and binding.
- 16.3 Notification of Award will constitute the formation of Contract subject to submission of Performance Security as per **Clause-17.0 of section-II** and signing of contract in accordance with the provision of **Clause-18.0 of Section-II**.

17.0 PERFORMANCE SECURITY/PERFORMANCE GUARANTEE

The successful bidder shall be required to submit performance guarantee equivalent 3 % of the contract price (Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge) as per format given in Annexure-5 within 30 days of issue of Notification of Award.

Extension of time for submission of PBG beyond 30 days and upto a maximum of 60 days from the date of issue of NOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12 % per annum shall be charged for the delay beyond 30 days i.e. 31 day after the issue of the NOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PBG can be accepted one next working day.

If the contractor fails to submit the requisite PBG even after 60 days from the date of issue of the NOA, the contract is liable to be terminated. In case contract is terminated CONCOR shall be entitled to take necessary action as per Clause 3.3 of Section-II of the tender document.

The failed Contractor can be debarred from participating in re-tender for that work.

The Performance Bank Guarantee shall be from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi) or from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi).

The validity period of Performance Guarantee should be for a period of ninety days beyond the warranty period (i.e. Delivery Period in days as specified in Section-IV).

The performance guarantee shall be in favour of “Container Corporation of India Ltd.”, New Delhi.

17.1 Security Deposit:-

The successful bidder shall be required to submit security deposit equivalent to 3% of the Total AMC Charges quoted by the bidder. The successful bidder shall be required to submit the Security Deposit in the form of instruments like D.D payable on Container Corporation of India limited, payable at Delhi, or through BG, in the prescribed Performa (Annexure-5). The validity of the Bank Guarantee should be 3 month more than the stipulated AMC period of 6 years from the date of completion of warranty period or from the date of starting of AMC.

NOTE: - Security deposit shall be submitted before one month of releasing of Performance Guarantee. Performance Guarantee shall be released only after receiving the security deposit. In case security deposit is not submitted by the bidder, Performance Guarantee shall be forfeited.

18.0 SIGNING OF THE CONTRACT

Subsequent to unconditional acceptance of Notification of Award and submission of Performance Security, the bidder would be required to sign Contract Agreement. The draft contract agreement is attached as Annexure-7.

The Tenderer whose tender is accepted shall be required to appear in person (a duly authorized representative) at the office of by Group General Manager/Tech/Area-I, Container Corporation of India Ltd, NSIC, MDBP Building, 2nd Floor, Okhla Industrial Estate, Opp.NSIC Okhla Metro Station, New Delhi-110020 and execute the contract agreement within seven days of notice from CONCOR that the Contract Agreement is ready. The Contract Agreement shall be entered into by CONCOR only after submission of valid Performance Guarantee by the supplier as per Clause 10.0 of Section-III.

Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the CONCOR may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the CONCOR shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

Note:-The Contract Agreement has to be signed as per the above, but not later than 70 Days of issue of NOA. Payments of the Bills towards the supply of the materials will be paid only after the signing of the Contract Agreement.

19.0 QUANTITY VARIATION

The purchaser reserves the right to vary the quantity of the material tendered for by up to $\pm 30\%$ either at the stage of ordering or at any stage during the currency of the contract with suitable delivery schedule for the enhanced quantity. The purchaser can vary the order quantity by exercising the option clause during the currency of contract (including enhanced delivery period) by giving reasonable time/notice for executing such increase or decrease. Quantity Variation Clause can be exercised up to last date of Scheduled Delivery Period mentioned in the Notification of Award, even if the supply of original ordered quantity is completed before the last date of scheduled delivery.

20.0 SPECIAL CONDITIONS STIPULATED BY BIDDER, IF ANY

No deviation to essential Technical and Commercial conditions shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, CONCOR may waive off any minor infirmity or non-conformity in a e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. CONCOR and its decision thereon shall be final and binding on the bidders.

In case of absence of any deviation a “Nil Deviation” undertaking will have to be furnished by the Bidder as per Annexure-4.

21.0 TRANSPARENCY IN PROCUREMENT PROCESS

CONCOR has introduced an Integrity Pact to ensure transparency in the procurement process. A copy of the Integrity Pact is placed in **Annexure-8**. The authorized signatory of the bidder is required to sign and return the copy of Integrity Pact along with the Bid Document.

21.1 Names of CONCOR nominated Independent External Monitors (IEMs) are as under:

- 1.Sh Kashinath Behera
- 2.Sh Sarbesh Kumar Dass

22.0 CARTEL FORMATION: -

22.1 The tenderers are expected to quote most competitive prices freely.

22.2 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, CONCOR reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

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Signature of bidder

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22.3 The firms who quote in cartel are warned that suitable penalize action may be initiated (including debarring from future tenders) against them with information to RDSO & MOR as per the relevant laws and procedures.

23.0 Terms pertaining to GST: -

23.1 The Tenderer undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to CONCOR. In respect of each supply of Goods & Services contractor/tenderer will specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.

23.2 The Tenderer indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Tenderer not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Tenderer shall produce evidence that it is so registered and paid all the dues in respect of GST. The Tenderer will get payment of amount of tax only after the Credit thereof is received by CONCOR in the electronic credit ledger on GSTN. In case the Tenderer is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant documents.

23.3 Tenderer shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by CONCOR.

23.4 In Case of any failure on the part of Tenderer, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Tenderer to the CONCOR.

23.5 If as result of Change in Law, Tenderer obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC (Input Tax Credit), Tenderer may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Tenderer.

23.6 Any denial of input credit due to any omission or failure on the part of the Tenderer, the Tenderer undertakes to indemnify the CONCOR for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the CONCOR.

24.0 **Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.**

25.0 **Bidders from the Country Which Shares Land Border With India:-**

25.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

25.2 “Bidder”(including the term ‘tenderer’, ‘consultant’ or service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

25.3 “Bidder from a country which shares a land border with India” for the purpose of this Order Means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above

25.4 The beneficial owner for the purpose of (25.3) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means-

Explanation –

(a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(b) “Control” shall include the right to appoint majority of directors or to control the management or policy decisions including by virtue of their shareholding of management rights or shareholders agreements or voting agreements.

Stamp of bidder

Signature of bidder

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2. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one of more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 25.5 An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 25.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Department for Promotion of Industry & Internal Trade (DPIIT).

Note: - In respect of tenders, registration (i.e. registered with the Department for Promotion of Industry & Internal Trade (DPIIT)) should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be relevant consideration during contract execution.

26.0 Public Procurement (Preference to Make In India):-

Definitions:

Local Content:- Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Class-I Local Supplier:- Class-I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content equal to or more than 50%.

Class-II Local Supplier:- Class-II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

Non Local Supplier:- Non Local Supplier means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%.

L-1:- L1 means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

Margin of Purchase Preference:- Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

Nodal Ministry:- Nodal Ministry means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

26.1:- Eligibility of Class-I local supplier/Class-II local supplier/ Non local supplier for procurement:-

26.1.(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier, as defined above, shall be eligible to bid irrespective of purchase value.

26.1.(b) Only Class-I local supplier and Class-II local supplier, as defined above, shall be eligible to bid in the tender.

Bidders having a local content of less than 20% shall be summarily rejected

26.2:- Purchase Preference:-

26.2.(a) Purchase preference shall be given to Class-I local supplier in the manner specified here under.

26.2.(b) In the procurements of goods are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier, as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract for full quantity will be awarded to LI.

- (ii) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

26.2.(c) In the procurements of goods, which are not divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.

(ii) If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to 'Class-I local supplier' quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

26.2(d) Class-II local supplier will not get purchase preference in any procurement, undertaken by CONCOR.

26.3:- Verification of local content:

26.3(a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be They shall also give details of the location(s) at which the local value addition is made.

- 26.3(b)** In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier/Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 26.3(c)** Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 26.3(d)** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 26.3(e)** A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph f below.
- 26.3(f)** The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- (i) The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - (ii) On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - (iii) in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

Note:-

Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

27.0 Annual Maintenance Contract (AMC)

- 27.1** It will be mandatory for the successful bidder to enter into a Six years Comprehensive Annual Maintenance Contract (AMC) for the EIMWB to be supplied by them. if the bidder fails to quote the rates for comprehensive AMC charges in his bid or if the bidder

Stamp of bidder

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quotes rates for only non-comprehensive AMC charges Such offers will be summarily rejected.

- 27.2 AMC period of 6 years shall be reckoned from the date of completion of the warranty period. In the event of the warranty period being extended for any reason whatsoever, the date for commencement of the AMC will be reckoned from the date of extended of warranty period.
- 27.3 Comprehensive Annual Maintenance Contract liability on the part of the supplier Shall cover both regular routine preventive maintenance as also all cases of unscheduled breakdowns, erratic functioning or metrological disturbance of the EIMWB arising out of any reason whatsoever, including damages/defects arising on account of electrical transients, surges, lightening or any other power quality related issues. The stamping by Weights & Measures Department, Shall be the responsibility of the supplier and has to be done within the validity period, during the warranty/guarantee, AMC period & for annual stamping , the charges for test van to concerned Railway & stamping fee as per weights & measurement department as per actual receipt shall be borne by CONCOR but liasioning will be carried out by Contractor / Supplier . However if the calibration, stamping fails due to malfunctioning of any spares / in motion weighbridge supplied by the supplier /contractor or due to fault of the contractor / supplier , then all the charges shall be on account of contractor / supplier including test van / stamping etc .**
- 27.4 The scope of the comprehensive AMC shall include replacement of all defective assemblies/sub-assemblies, electrical equipment including cables and all other parts and equipment supplied by the Contractor as per scope of the order for supply, installation and commissioning of the EIMWB. The scope of the AMC shall, however, exclude repairs of civil engineering structures constructed by the Contractor as part of the scope of supply, except slab for weigh rail foundation. Consumables like Printer Ribbon /Cartridges shall also not be within the ambit of AMC/Maintenance provider.
- 27.5 During the period covered under AMC, the firm will also be required to attend and to make good any deficiencies/damages arising out of pilferage of equipment or material or any damage/defect attributable to railway staff. However, in such cases the railways shall bear the cost of such repairs, which will be decided on mutually agreed terms. There should not be any delay on the part of the firm in such cases on grounds that the charges for repairs are to be decided.
- 27.6 The rate quoted for AMC charges should be inclusive of taxies on the prevailing rate as on date of submission of tender. In case any new tax/duty/levy imposed by the government during the currency of the AMC, the successful bidder will be entitled to compensation for the new tax/duty/levy. Likewise, if there is a revision in the structure of any tax/duty/levy, both upwards or downwards, the payment shall be governed by the rates of such tax/duty/levy as applicable for the period of payment.

- 27.7 The rates quoted by the bidders for supply, installation and commissioning of EIMWB, will be loaded with the AMC charges for 6 years, inclusive of taxes/duties/levies to decide the inter-se ranking of the bids.
- 27.8 The Annual Maintenance charges applicable for each year shall be paid quarterly. For completed 3 months Period.
- 27.9 Bidders will have to quote rates for the AMC charges for each individual year of the AMC period. In case the bidder quotes only one rate it will be assumed that the same rate is valid for all the Six years.
- 27.10 Uptime of EIMWB is very crucial and critical to safety of railway operations and levy of correct commercial charges and penalties. Therefore, quality of the equipment and after sales service is required to be of a high standard. Uptimes in excess of 95% are targeted by the Railways for EIMWB. As per the contract Successful Bidder will be required to maintain the uptime in excess of 95% In order to attain this desired level of uptime, the scope of the comprehensive Annual Maintenance Contract shall comprise of visits for preventive maintenance and for unscheduled/breakdown maintenance as per the details given in para 28 and 29 below.
In case bidders is failed to maintain the above said uptime (i.e. in excess of 95%) penalty shall be deducted.

28. Preventive Quarterly Checks:

- a) The scheduled dates for the quarterly visit shall be advised by the firm's personnel to the Weighbridge in-charge well in advance.
- b) It shall normally not be required to take break down of the EIMWB during the scheduled preventive quarterly maintenance visits by the firm's personnel. However, in the event, where in the opinion of the Contractor's personnel, it is felt that a break down/temporary suspension of the EIMWB is necessary, the same shall be requested for in writing and permission of the Weigh bridge Maintenance In-charge obtained before proceeding ahead. After completion of the repairs, the Contractor's personnel will give in writing that the correction has been done and the EIMWB is fit to be used normally. It may be noted that in such a case, the time period from the break down to correction shall be logged as a break down period of the EIMWB. A log of all such break downs and their period shall be maintained.

29. Break down visits:

- a) Intimation of break down shall be given to the firm by the Weigh Bridge Maintenance in-charge or his representative through fax, telephone or e-mail. Date and time of such intimation shall be taken as the date and time of break down.
- b) A grace period of 48 hours shall be allowed to the firm's representative to reach the site for attention to the EIMWB. If the firm's representative reaches the site earlier and attends the defect within the said grace period of 48 hours, the same shall not be treated as break down for the purpose of calculation of penalty. However, such an exemption

from penalty for attending break down within the grace period of 48 hours will be limited to only 2 occasions per quarter. The specified penalty will be applicable in all other cases.

- c) The firm shall be bound to repair/set right the EIMWB, within a duration of 48 hours from time of arrival of their personnel at site. If the EIMWB is repaired within 48 hours of arrival of the firm's representative, the period of break down shall be reckoned by excluding the grace period of 48 hours. In this case, the break down period of the EIMWB shall be reckoned from the time of arrival of the firm's representative till the time the defect is attended satisfactorily.
- d) In case of non-adherence to the time limit by firm's representative in reaching the site within grace period of 48 hours and/or not rectifying the defect within 48 hours of arrival at the site, the grace period of 48 hours shall stand revoked and the break down and consequent penalty thereof reckoned from the date and time of intimation of the breakdown to the firm till the date it is attended satisfactorily by the firm.
- e) If the EIMWB is repaired and set right by the firm's representative, but requires calibration check by the Reference Wagons, the time from giving the "put right" to the time of the "Reference wagons" are arranged by the Railway shall not be treated as break down for the purpose of reckoning the breakdown period, provided that the firm's representative of reckoning the breakdown shall not attend to the machine after giving "put right" intimation to the Railway Weighbridge In-charge.
- f) If the successful bidder not complied with the above, penalty towards unsatisfactory performance shall be levied at the rate of Rs5000/- per instance.

SECTION – III**TERMS AND CONDITIONS****1.0 DRAWINGS**

- 1.1 Unless Drawings and Specifications as mentioned (as per RDSO specification No. WD-29-MISC-19) in the tender schedule are provided with the tender documents, the same may be obtained directly from RDSO on payment.
- 1.2 If any tenderer happens to quote with his own Drawing No. /Part No./Specification, then he shall have to necessarily submit all the requisite documents and information in support of his offer being in conformity with the tendered Drawing/Specification. Furthermore, such drawings/specifications/catalogue is also to be uploaded.

2.0 INSPECTION OF STORES

- 2.1 The CONCOR representative i.e. RDSO/RITES or their representative will carry out inspection at the manufacturer's work. Bidder has to bear the cost of deployment of Inspection personnel. Preferably 'two weeks' notice must be given to the inspecting authority (RITES/RDSO/CONCOR NOMINEE) to enable them to arrange the necessary inspection. The responsibility of delay in inspection due to delay in inspection call and any futile visits of inspection shall rest with the supplier.
- 2.1.1 In case firms fail to offer the material for inspection against inspection call issued to inspecting agency or if the material have to be re-inspected due to rejection of the material at firm's premises by inspection agency or due to non-dispatch of material within validity of inspection certificate, then the inspection charges applicable for the offered quantity and actual test charges will be paid by the supplier to inspecting agency.
- 2.1.2 Final acceptance of the supplied material will be done by the Consignee after receipt of material.
- 2.1.3 Test Certificates: In case tests are prescribed in the specification, it is obligatory for the successful tenderer to furnish the manufacturer's Test Certificate or any other Test Certificate specified in the tender. In the event of their inability to furnish the Test Certificate, the cost of the test to be carried out will be to the tenderer's account.

2.2 Facility for Test & Examination

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- 2.2.1 The supplier shall provide, **without any extra charge**, all materials, equipment, tools labour and assistance of every kind which the CONCOR's representative i.e. M/s. RDSO/RITES or their representative may consider necessary for any tests and examinations, on the supplier's premises and shall pay all costs attendant thereon.
- 2.2.2 The supplier shall also provide and deliver free of charge, at such places as the CONCOR or their nominee may nominate such material as they or their nominee may require for test by chemical analysis or independent testing machines.
- 2.3 **Notification of result of Inspection** - On the stores being found acceptable by the Inspecting Officer, he shall furnish the supplier with necessary copies of the Inspection Notes duly completed, for being attached to the supplier's bill in support thereof.
- 2.4 Certification of Inspection and Approval**
- 2.4.1 No stores will be considered ready for delivery until the CONCOR representative i.e. RDSO/RITES or their representative Inspecting Officer shall have certified in writing that the stores have been inspected and approved by him.
- 2.4.2 It shall be the responsibility of the supplier to ensure that only such goods, as have been duly inspected and approved by the Inspecting Authority, are offered for shipment.
- 2.5 Inspecting Officer– Power of Rejection**
- 2.5.1 The Inspecting Officer shall have the powers: -
- (i) Before any Stores or part thereof submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
 - (ii) To reject any stores submitted as not being in accordance with the specifications.
 - (iii) To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as may in his discretion think fit, he is satisfied that the same unsatisfactory.
 - (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.
- 2.5.2 The inspecting officer's decision as regards the rejection shall be final and binding on the supplier.
- 2.6 The Purchaser's right to inspect, test and where necessary reject the goods at the time of fitment shall, in no way, be limited by reason of the goods having previously been inspected, tested and passed by the purchaser's representative.
- 2.7 Nothing in this clause shall, in any way, release the supplier from any warranty or other obligations under this contract.

2.8. Consequences of Rejection

2.8.1 If on the Stores being rejected by the Inspecting Officer or Consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to: -

- i Request the contractor to replace the rejected stores forthwith but in any event not later than a period of **30 days** from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- ii Purchase or authorize the purchase of quantity of the stores rejected of others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final: readily available) without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further instalment due under the contract, or
- iii Cancel the contract and Purchase or authorize the Purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of **Clause 9.0 and 14.2** of the Terms and Conditions Section-III of the Bid Document shall apply as far as applicable.

2.8.2 **Rejected Stores** - On rejection of any stores submitted for inspection at a place, other than the premises of the contractor, such stores shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days or the date of intimation of such rejection. If the such concerned communication, is addressed and posted to the contractor at the address mentioned in **Clause-17.0 of Section-III**, Terms & Conditions, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the Contractor.

2.8.3 All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or the inspector may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall in addition, be entitled to recover from the contractor, the handling and

storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

- 3.0 CONSIGNEE/ DELIVERY/DESTINATION ADDRESS FOR SUPPLY, INSTALLATION & COMMISSIONING OF INMOTION WEIGHBRIDGE**
 The Consignee shall be intimated by Group General Manager/Tech/Area-I, Container Corporation of India Ltd, NSIC, MDBP Building, 2nd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020. Material will be supplied only against the consignee as under.

S.N.	Site	Address	Quantity
1	ICD/Tughlakabad	Container Corporation Of India Ltd., ICD/Tughlakabad, New Delhi -110020	01 No.

4.0 PATENTS

The supplier shall keep CONCOR indemnified from and against any and all claims, actions, demands and proceedings whatsoever brought or made against CONCOR on the basis of any patent or infringement thereof claimed or otherwise relating to and arising from any method or process employed or matter or thing done to or in connection with any goods supplied under this contract, the supplier shall at their own risk and expense defend any suite for infringement of patent or like suite brought against CONCOR (whether with or without the supplier being a party thereto) and shall pay any damages and cost awarded in such suite and keep CONCOR indemnified from and against all consequence thereof.

5.0 PACKING

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit upto ultimate destinations as indicated in the Contract.

6.0 MARKING OF MATERIAL

The tenderer should agree to indicate the Manufacturers Name, Month and Year of Manufacturing by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the function utility and structural stability of the components/material. However, if the same is not possible because of component/item being small in size or any other reason what so ever, tenderer should indicate the same in their offer.

7.0 PAYMENT

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Signature of bidder

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- 7.1 **Payment Procedure for Suppliers** - The following payment terms, subject to recoveries, if any, under the liquidated damage clause mentioned in **Clause-9.0 of Section-III**:
- 7.1.1 (a) 80% payment of Item 1 to 3 of Price Bid after delivery at site and certification by nominated inspector & Authorized representative of CONCOR, after deduction of LD if any, for delayed supply.
- (b) All balance payments after Installation, Commissioning and Testing on issue of completion certificate by Authorised representative of CONCOR and necessary certificate by Railway authorities, if any. The complete hand over documents duly verified by CONCOR terminal in charge / representative shall be submitted.
- (c) Annual Maintenance Charges: Execution of the AMC contract will be done by concerned Region/Terminal. Bill towards AMC charges shall be prepared quarterly by the supplier & submitted to the concerned terminal/region. Concern region/terminal will pay the AMC charges for completed 3 months Period, after deduction the penalties, if any. No Advance payment shall be released.
- 7.1.2 The following documents should be submitted while claiming the 80% payment:
- (i) One copy of Invoice.
- (ii) One copy of Inspection Certificate about the material specification etc. issued by RITES/RDSO or agency authorized by CONCOR.
- (iii) One copy of Certificate of Guarantee valid for 24 months after the goods or any portion thereof as the case may be, have been delivered and commissioned (fitted) at the ultimate destinations or for 30 months from the date of dispatch from the works of the supplier, whichever period is concluded earlier.
- (iv) Certificate that the amounts claimed are correct in terms of the contract.
- (v) Certificate of receipt of the material at the consignee's end duly verified by Terminal in charge.
- (vi) Insurance Certificate as per Clause 11.5 of Section-II.
- 7.1.3 At the time of submission of bill for balance 20% payment, one copy of Receipt Note/inspection note issued by CONCOR representative indicating that the total quantity of Electronic Weighbridges received, installed and commissioned satisfactorily at the ultimate consignee's end should be submitted along with the bill.
- 7.1.4 The payment will be released against the submission of requisite documents as per clause 7.1.2 and 7.1.3 of Section-III. Payment of amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all damages/recoveries due, including TDS and/or any other levies at the prescribed rates. The payment of the invoice will ordinarily be made within (10) ten days of submission. An occasional or inadvertent delay, however, shall neither entitle the supplier to claim interest nor provide basis for termination of contract. The supplies shall in no case be hampered on account of non-payment of bills.

- 7.1.5 The Payment will be released against the completion of each activity. If any activity not required documents issued by authorized representative of CONCOR”

8.0 GUARANTEE AND WARRANTY

- 8.1 The Supplier shall warrant that the “**Supply, Installation, Testing and Commissioning of 01Nos. Pit less Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC**” supplied shall be accompanied by a warranty for a period as specified in the RDSO Specification. The guarantee shall cover Design, material and workmanship. The defective items (if any) found during **Supply, Installation, Testing and Commissioning of 01Nos. Pit less Electronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC**” supplied against the contract shall be replaced by supplier at his own expenses.

These Goods shall be guaranteed against the defects in design and materials and workmanships for a period of 30 months from the date of dispatch or 24 months from the date of commissioning whichever is earlier. During this period all defective parts and accessories shall be replaced promptly and free of cost to the CONCOR and such replaced parts shall further carry the same guarantee.

- 8.2 The purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.
- 8.3 Upon receipt of such notice, the Supplier shall arrange prompt replacement of defective “Description of Item” at their own risk and cost and also without any cost to the Purchaser **within 30 days** at the consignee/nominated maintenance points.
- 8.4 The point of maintenance for the purpose of fulfilment of warranty obligation shall normally be Inland Container Depot of CONCOR at MMLP Khathuwas. However, in case of need, warranty obligation may be provided at the maintenance point nearest to the place of occurrence.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period as specified above, the Purchaser may proceed to take remedial action as may be necessary at the Supplier’s risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

9.0 LIQUIDATED DAMAGES

In the event of the contractor’s failure to deliver the specified quantity of stores **Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh**

Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC within the period fixed for such delivery in the specified delivery schedule in the Notification of Award (NOA) or contract, CONCOR shall deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 0.5 percent (Zero Point Five Percent) of the price basic cost) of any stores (Description of Items), which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the stores may not have been delivered, subject to a limit of 10 (ten) percent of the price(basic cost) of the goods delayed beyond completion date of deliveries.

However, if the delay shall have arisen from any cause which the Purchaser at its discretion considers reasonable, the purchase may allow such additional time as deemed fit.

- 9.1 For the purpose of price in Clause 9.0 as above, the price/basic cost shall mean the ex-works cost of the consignment without GST.

10.0 PERFORMANCE GUARANTEE/PERFORMANCE SECURITY

Performance Guarantee/Performance Security will be as per clause 17.0 of Section-II.

Note:- The penal interest amount towards the non-submission of Performance Guarantee/Performance Security shall be recovered from the first bills of the supplier submitted towards the supply.

- 11.0 **Contract Price** - The value of contract would be as per terms on which order will be placed (i.e. ex-factory price including of taxes).

12.0 FORCE MAJEURE

Force Majeure means an event beyond the control of the contractor and not involving the Contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.

If there is delay in performance or other failures by the Contractor to perform its obligation under its contract due to event of a Force Majeure, the Contractor shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the Contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

There may be a Force Majeure situation affecting the purchase organization also. In such a situation, the purchase organization is to take up with the supplier on similar lines as above for further necessary action.

13.0 APPLICABLE LAW

13.1 The Laws of Republic of India for the time being in force shall govern this contract.

13.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.

13.3 **Jurisdiction of Courts** - The courts at New Delhi (India) shall have the exclusive jurisdiction.

14.0 TERMINATION BY DEFAULT

14.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the supplier fails to deliver any or all of the Goods within the time period (s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause-9.0**.

(b) if the supplier fails to perform any other obligation(s) under the Contract.

14.2 In the event the Purchaser terminates the Contract in whole or part, pursuant to **Clause-14.1**, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

14.3 **Termination for Insolvency** - The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

14.4 **Termination for Convenience** - The purchaser, may by written notice sent to the supplier; terminate the contract, in whole or part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

15.0 RESOLUTION OF DISPUTES

15.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract.

15.2 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers or in connection with the contract (except as to any matters, the decision of which is specifically provided for by these conditions or instructions to Tenderers) the same shall be referred to Delhi International Arbitration Centre. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as Appointing Authority. The decision of the centre shall be binding on both parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. The parties hereby agreed that the language used in the arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.

15.3 The Arbitrator may from time to time with the consent of all the parties to the contract extend the time for making the award.

15.4 Subject as aforesaid, the Arbitration Act, 1996 and its amendments and the rules there under for the time being in force shall be deemed to apply for the arbitration proceedings under this Clause.

15.5 No payment of interest shall be made for disputed amounts/claims till the final determination of disputed amounts /claims and payment thereof pursuant to the resolution.

15.6 Obligation during pendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer-in-Charge, continue during the arbitration proceedings and no payment due or payable by the CONCOR shall be withheld on account of such

proceedings, provided, however, it shall be open for Arbitration Tribunal to consider and decide whether or not such work should continue arbitration proceedings.

16.0 TRANSFER AND SUBLETTING OF THE CONTRACT

16.1 The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser (CONCOR).

16.2 The contractor shall be entirely responsible for the work executed by the sub-contractor, if any, to the entire satisfaction of the inspecting officer and for his timely execution of the contract in all respects.

17.0. ACCEPTANCE OF STORES DESPATCHED AFTER EXPIRY OF DELIVERY PERIOD

17.1 In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the scheduled delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the scheduled delivery period because of the reason that adequate notice for inspection in accordance with **clause 2.1 of Section-III** was not given by the Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expenses of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the scheduled delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

- (c) The Purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver/commission within the period fixed for delivery as per Section-IV DELIVERY SCHEDULE.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of GST/CGST/SGST/IGST/UTGST, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated

in the contract shall be admissible on such of the said stores as are delivered after the said date.

- (d) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST/CGST/SGST/IGST/UTGST or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract.

The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

- 17.2 The Contractor shall not despatch the stores till such time an extension in terms of clause 17.1 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 17.1 above.
- 17.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in clause 17.1 above.

18.0 NOTICES

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser: Container Corporation of India Ltd. (CONCOR)
NSIC, MDBP Building, 2nd Floor, Okhla Industrial
Estate, Opp. NSIC Okhla Metro Station,
New Delhi-110020

Supplier: _____

SECTION-IV**TECHNICAL SPECIFICATIONS AND REQUIREMENTS OF PITLESS IN-MOTION
RAILWAY ELECTRONIC WEIGHBRIDGES (15KMPH) 140MT**

1.0 The work is for **Supply, Installation & Commissioning of 01 No. of Pit-less In-motion Railway Electronic Weighbridges of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) provision of equipment's as per Clause 4 and 5 of RDSO's Schedule of Technical Specifications (Specification No. WD-29-MISC-19) including all Amendments as on the date of opening of Tender & 6 years AMC after completion of Warranty period of two years . The cost for arranging Railway Wagons for Testing shall be borne by CONCOR by concerned Region/ terminal. Statutory charges payable to Railways for outdoor testing with test van/ wagons to obtain fit certificate will be borne by M/s CONCOR.** The contractor shall arrange for calibration, testing and certification of the weigh bridge. Any documents required to contractor from CONCOR shall be provided by CONCOR.

During the commissioning of weighbridge, AMC period & for annual stamping, the charges for test van to concerned Railway & stamping fee as per weights & measurement department as per actual receipt shall be borne by CONCOR but liasioning with weights & measurement department will be carried out by Contractor / Supplier.

2.0 (A) The general requirements are as under :

The technical terms used in this document largely draw reference from the Metrological Rules in vogue in India. Electronics in motion Weigh Bridge shall consist of

- (i) Weigh rails.
- (ii) Track switches/sensors for speed and wagon/coach type detection.
- (iii) Control console with electronic cards for implementing track switch logic and receiving signals from weigh rail sensors for further processing.
- (iv) A windows PC with windows 7 OS or above and min. 19" LCD/LED or latest display screen, mouse, keyboard & a suitable heavy duty printer for operation, viewing and printing output. (Printers should also be able to give printout on A-4 size paper.)

(B) :-

- (a) Electronic type Pitless in-motion wagon weigh bridge to be installed as specific in data sheet. The purpose and duty of the weigh bridge is to weigh the wagons while in motion and then transmit the signals to weigh bridge control room, where the data collected will

- be processed in a microprocessor unit so as to get digital display output and printed record of tare weight, gross weight of wagons and net weight of material received.
- (b) Track over weight zone will be supplied by bidder as per purchase requirement.
 - (c) All wagon weighing shall be done by suitable temperature compensated and hermetically sealed load cells.
 - (d) Wheel sensors shall be capable of handling all types of eight wheeler and four wheeler wagons. The system should be capable to distinguish engine and wagons so that counting of engine weight is eliminated.
 - (e) Facility of manual entry and automatic simulation of tare weight of wagons should be provided.
 - (f) The system should have facility for an automatic print-out of date, time, Challan No., Identification etc., prior to each weighment. The printer should be capable of giving hard copy print also.
 - (g) The equipment should be bi-directional and be such that the same can be fitted in the proposed track layout.
 - (h) Roll back detection should be provided so as to avoid incorrect output of weighment.
 - (i) Mixed rake weighing- It should be possible to weigh a mixed rake(i.e. combination of different Type of rolling stock) & rake consisting of empty and loaded wagons.

2.1 Functional requirements & definitions:

- 2.1.1 Weighing speed:** Weighing speed shall not exceed 15 kmph for weighbridge. Speed of trains over a weighbridge when not weighing shall also not be more than 30kmph.
- 2.1.2 Weighbridge capacity:** Transducers shall be able to measure a load of up to 35 tons for each axle and software/hardware should be able to compute weights up to 140 tons for an individual wagon/coach.
- 2.1.3 Advance over speed warning system:** An audio visual warning shall be provided for guiding the driver for controlling the speed before the train approaches the weigh bridge. The advance over speed warning system shall be installed at a suitable height and location to provide visibility from both sides to train crew approaching the weighbridge and during course of weighment of rake.

The colour of visual indication will be **purple**, with provision of LED's as the light source & it will have two aspects:

- Steady - When the speed of the train is within specified limits.
- Pulsating – When the train is over-speeding.

- 2.1.4 Anti-roll back:** The system shall take care of the effect of roll back, even up to full train, at the time of weighing so that the reverse movement of the stopping train does not have any effect on the orderly recording of weigh to each wagon/coach in the train.

2.1.5 Wagon or Coach Identification: The measurement technique used may be either axle- by-axle or bogie-by-bogie. However, the machine shall identify four axle wagons & brake vans and locomotives (and eliminate brake vans & locomotives in the weighment). It shall be possible to weigh all types of approved wagons & coaching stock available on Indian Railways, which include container wagons i.e. BLCA & BLCB and their variants, Parcel Vans, variants of passenger coaches and also VPU, VPH & their variants.

2.1.6 Bi-directional weighing: The weighment shall be possible from both directions.

2.1.7 Mixed rake weighing: It should be possible to weigh a mixed rake (combination of different type of rolling stock) & rake consisting of empty and loaded wagons and other coaching vehicles.

2.1.8 Working environment: The system supplied should be rugged to work satisfactorily in ambient temperatures ranging from -10°C to 50°C, 95% humidity, dusty environment and tropical conditions. The instrumentation shall be designed and manufactured in such a manner that when exposed to ambient conditions beyond what is specified, either:

- i. Significant faults do not occur, or
- ii. Significant faults are detected and acted upon.

Note: A fault equal to or less than a significant fault (1xd) is allowed irrespective of the value of error of indication.

2.1.9 Accidental maladjustment: Instruments shall be constructed so that maladjustment's likely to disturb metrological performance cannot normally take place without the effect being detected

2.1.10 Tamper Proof: The junction Boxes, Hardware cabin etc. Should have the arrangement of bolting/ locking with sealing to prevent it being tampered by unauthorized persons. Moreover, junction boxes, hardware cabins must be moisture and dust proof. The sub- assemblies/ assemblies, alteration of which can lead to erroneous weighment should be made as tamper proof as feasible. Arrangement must be within control console to ensure that logging details at the time of calibration are recorded and can be verified

2.1.10.1 During calibration, PC must be disconnected. Track logic must not be implemented in PC and weighing electronics must work independently without PC which will avoid weight manipulation in PC.

2.1.10.2 Calibration and adjustment of weight to be through hardware switch, soft key or key board linked with digitizer and the same shall be disabled after calibration.

2.1.10.3 Calibration mode switch must be inside the digitizer which is properly sealed

Stamp of bidder

Signature of bidder

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after calibration and should not be accessible after sealing of digitizer.

2.1.10.4 Control console shall have display facility to view calibration value, calibration date & time, which can be verified any time without opening control console.

2.1.10.5 Direct Printing provision of test wagon's weight during calibration shall be available in control console without PC or weighing control console must be capable of saving the calibration data/weight of each test wagon/train for record purpose.

2.1.11 **Track requirement:** A minimum of 100 meter straight rail track length shall be made available with a gradient of not more than 1:400 on either side of Electronic In-Motion Rail Weighbridge. This portion of the track should be on ballast cushion, well maintained and well drained so that there is no water accumulation. The level, twist and alignment shall be maintained to main line track standard of IR. Tenderer should study type of stock, condition and layout of track and the site in his own interest. Site earmarked should be as per current RDSO specification and preferably approachable by road.

3.0 **Particular requirement:**

These shall comprise of weigh rails with transducers, track switches/sensors, weighing system electronics (control console) and processing and printing equipment and any other equipment required for satisfactory performance of the system.

3.1 **Technical requirements/Software requirements/ Weighing system electronics:**

3.1.1 **Technical requirements:**

3.1.1.1 **Weigh rails:** Weigh rails with transducers suitable for the purpose. The length of these rails shall be at least 5.5 meters. The rail section will be the same as the adjoining rail section (52kg/60kg any other as the case may be). Weigh Rail must be electronically isolated from approach Rail to prevent signaling voltage as well as to protect from lightning. Jumpers have to be provided at weigh rail portion for a length of 5.5 meters to bypass the weigh rail and avoid damage to load sensor.

- a) **“IRST-12-Grade 880”** Rails shall be used in the Weighbridges if they are installed on main/loop lines. The provision of EIMWB (15KMPH) should be preferably in loop line. The purchase of the Rails by the Electronic In-Motion Weigh Bridge manufacturer shall be governed by the extant instructions issued by Railway Board. If firm experiences any difficulty to procure the rails as per Board's extant instructions, Firm shall approach Civil Engineering Department of the concerned division, for supply of Rails on payment basis.

- b) Industrial use (or IU) rails may be used for private sidings, where there is no movement of passenger trains.

3.1.1.2 Rail transducers: Rail transducers should meet following specifications.

- a) Cables and connectors: suitable for Rail transducers with proper screening to isolate leakage(Elec.)
- b) Type or protection - The IP (Ingress protection) rating for equipment and enclosure should be IP 67 as specified in AS1939 and EN6052.
- c) Provision of suitable compensating methods for thermal stresses and dis-balance of wheat stone bridge under no load conditions.

3.1.1.3 Track sensors (Track switches):

- a) Track sensors shall be non-contact type of proximity sensors.
- b) Track switch combinations used shall be capable of speed measurement, discriminating the type of axle combination and define weighing zone.
- c) The switches shall be rugged enough to work in all weather conditions.
- d) The junction boxes used shall be suitable to work in all weather conditions

3.1.1.4 Weighing system electronics:

- a) It shall consist of control console and a PC. PC shall communicate with the control board through a standard RS 232 C serial port or Ethernet.
- b) System should be free of relay logic. All the control logic should be achieved through semi-conductor devices.
- c) Suitable input devices shall be provided for inputting the data from time to time.
- d) Visual display unit as described in para 2.0 (iv) shall be provided for monitoring the contents and results visually.
- e) Suitable heavy duty printer shall be provided for getting a hard copy of the weight of the individual wagons and total train. (Printer should also be able to print on A-4 size paper.)

- f) Suitable fault finding software routines for display of major faults occurring in the system shall be provided. Suitable LED panel/Message display should be provided on the console, each LED/message indicating a specific fault and LED/message should light up indicating the type of fault for diagnostics.
- g) Auto Zero function for eliminating zero error resulting from drift shall be provided after each and every operation. Auto calibration & balance should be possible in case out of balance is within 4% of the capacity of system.
- h) Auto calibration of the system after each and every weighment cycle shall be provided for error free weighment.
- i) The system shall have facility of standard remote desktop sharing through LAN/WAN/Internet for FOIS (freight operation information system).
- j) All weighbridge equipment required to be placed outside the structure mentioned in para 3.4.1 shall be capable of working in field environment without air conditioning. Any temperature/dust control required for satisfactory and reliable operation of the above mentioned equipment of system shall be considered and provided by the tenderer as part of the turnkey project.

3.1.1.5 **Power equipment and battery backup:**

- a) The system shall work with $230 \pm 10\%$ volts at 50 Hz mains.
- b) A suitable voltage stabilizer/CVT of minimum 2KVA capacity shall be provided.
- c) An uninterrupted power supply of 2KVA 'online' UPS unit shall be provided to facilitate uninterrupted working for minimum one hour in case of power failure.
- d) The control panel shall have suitable means for memory protection in case of power failures.

3.1.1.6 **Lightning and Transient Protection:**

3.1.1.6.1 **Power & Data Lines Protection:**

- i) Adequate protection against electrical surges arising from high voltage traction system, line transients and lightening should be provided to avoid damage/mal-functioning in the equipment, **which includes all the sub-systems like rail transducers, track sensors, weighing system electronics, power equipment & battery backup, etc.**

All the electronic equipment should be tested for disturbances from bursts and Electro- static discharge in compliance with clause A.9.2 and A.9.3 of OIML R106-1, Edition 1997(E).

In addition, the IEC standards 61312, 61024, 61643, 62305 and VDE 0100-534 pertaining to protection against lightning and surges shall apply for all electronic equipment to withstand static electricity, electric fast transient and surge voltage.

The power line of electronic equipment shall have Class B & C type 2-stage protection in TT configuration. Stage 3 protection is also required for protection of power/signaling/data lines. Class B & class C type protection devices shall preferably be pluggable type to facilitate easy replacement.

ii) Stage 1 Protection (Power line protection at Distribution Level)

The protection of class 'B' type, against Lightning Electromagnetic Pulse (LEMP) & other high surges shall be provided at the power distribution panel. Wherever available, the modules shall have an indication function to indicate the prospective life and failure mode to facilitate the replacement of failed SPDs. The device shall be spark gap type and certified as per the VDE 0675 A1/A2 & IEC 61643. It shall be provided with a 63 Amp fuse in phase line. The protection shall be in compliance of IEC 61312, IEC 61024&VDE 0100-534 with the following characteristics:

SN	Parameters	Limits	
		Line & Neutral	Neutral & Earth
1	Nominal Voltage (U_0)	230V	230V
2	Maximum continuous operating voltage (U_c)	□ 255V	□ 255V
3	Lightning Impulse current 10/350 □s (I_{mp})	□ 25KA	□ 50KA
4	Response time (T_r)	□ 100 ns	□ 100 ns
5	Voltage protection level (U_p)	□ 2.5KV	□ 2.5KV
6	Short circuit withstand and follow up current extinguishing capacity without back up fuse (I_{sc} & I_{fi})	□ 3KA	□ 100A
7	Operating temperature / RH	-25°C to +80°C / 95%	-25°C to +80°C / 95%
8	Mounted on	din rail	din rail

iii) Stage 2 Protection (Power line protection at Equipment Level)

The protection of class 'C' type against low voltage surges shall be provided at the equipment input level connected between line & neutral. This shall have an indication function to indicate the prospective life and failure mode to facilitate the replacement of failed SPDs. This shall be thermal disconnecting type and equipped with potential free contact for remote monitoring. The device shall be a single compact varistor of proper rating and in no case a number of varistors shall be provided in parallel. This protection shall be in compliance of IEC 61643-12, 61312 & 61024 and VDE 0100-534 with the following characteristics:

SN	Parameters	Limits
1	Nominal Voltage (U_0)	230V
2	Maximum continuous operating voltage (U_c)	□ 300V
3	Nominal discharge current 8/20 □ s (I_n)	□ 10KA
4	Maximum discharge current 8/20 □ s (I_{max})	□ 40KA
5	Response time (T_r)	□ 25 ns
6	Voltage protection level (U_p)	□ 1.5 KV
7	Operating temperature / RH	-25°C to +80°C/ 95%
8	Mounted on	din rail

iv) Stage 3 protection (Protection for Power / data lines)

All external Power/signalling/data lines (AC/DC) shall be protected by using preferably pluggable stage 3 surge protection devices which consists of a combination of varistors/suppressor diodes and GD tube with voltage and current limiting facilities.

a) Power line Protection (Class D)

The device for power line protection shall be of Class D type. This shall have an indication function to indicate the prospective life and failure mode to facilitate the replacement of failed SPDs. This shall be thermal disconnecting type and equipped with potential free contact for remote monitoring. This protection shall be in compliance to IEC 61643-1 and VDE -0675 Pt. 6 with following characteristics:

Nominal Voltage (U_0)	24V	48V	60V	110V	230V
Max. continuous operating	30V	60V	75V	150V	253V

voltage (U_C)					
Rated load current (I_L)	16A	16A	16A	16A	16A
Nominal discharge current (I_n) 8/20 μ s	\square 700A	\square 700A	\square 700A	\square 2.0KA	\square 2.5KA
Max discharge current (I_{max}) 8/20 μ s	\square 2KA	\square 2KA	\square 2KA	\square 25 μ s	\square 5KA
Voltage protection level (U_P)	\square 200V	\square 350V	\square 500V	\square 700V	\square 1100V
Response time (T_r)	\square 25 μ s	\square 25 μ s	\square 25 μ s	\square 25 μ s	\square 25 μ s

Note: Minor variations from above given parameters shall be acceptable.

b) Data line protection

These devices shall preferably have an indication function to indicate the prospective life and failure mode to facilitate the replacement of failed SPDs. If the device has any component which comes in series with data/ signaling lines, the module shall have "make before break" feature so that taking out of pluggable module does not disconnect the line. This protection shall be in compliance to IEC 61643-21 & VDE 0845 Pt. 3 with the following characteristics:

Nominal Voltage(U_0)	5V	12V	24V	48V
Arrester Rated Voltage (U_C)	6V	13V	28V	50V
Rated load current (I_L)	\square 250mA	\square 250mA	\square 250mA	\square 250mA
Total discharge current, 8/20 μ s (I_n)	\square 20KA	\square 20KA	\square 20KA	\square 20KA
Lightning test current 10/350 μ s	\square 2.5KA	\square 2.5KA	\square 2.5KA	\square 2.5KA
Voltage protection level (U_P)	\square 10V	\square 18V	\square 30V	\square 70V

Note: Minor variations from above given parameters shall be acceptable.

- a) If power supply /data lines (AC/DC) are carried through overhead wires or cables above ground to any nearby building or any location outside the equipment room, additional protection of Stage 2 (Class C) type shall be used at such locations for power supply lines and Stage 3 protection for data lines.

v) Note:-

- Coordinated type Class B & C arrester shall be provided in a separate enclosure in weighbridge control room adjacent to each other. This enclosure should be wall- mounting type.

2. Length of all cable connection from input supply and earth bus-bar to SPDs shall be minimum possible. This shall be ensured at installation time.
3. Stage 1, Stage 2 & Stage 3 protection should be from the reputed manufacturer/supplier. Weighbridge manufacturer shall provide Stage 1, Stage 2 & Stage 3 protection for the equipment.
4. The cross sectional area of the copper conductor for first stage protection shall not be $< 16 \text{ mm}^2$ and for second stage shall not be $< 10 \text{ mm}^2$.
5. Batch test report or conformance of certificate of OEM should be submitted by the manufacturer /supplier of Lightning & Surge protection devices to the weighbridge manufacturer at the time of supply of these devices. Copy of the same shall be submitted by Weighbridge manufacturer to inspection agency at the time of pre – dispatch inspection of weighbridge system.
6. The procurement & the installation of the SPD's shall be done by the weighbridge manufacturer, only through the reputed OEM's or their authorized representative, to ensure that the equipment of the weighbridge & the SPD is matched.

3.1.1.6.2 Use of Ground Enhancement material:

Ground Enhancement material for the weighbridge installation shall be as per RDSO specification no. RDSO/SPN/197/2008 (with latest amendment/revision).

- 3.1.1.6.3 The procurement & the installation of the Lightning and Transient Protection shall be done by the weighbridge manufacturer, only through the reputed OEM's or their authorized representative, to ensure matching with the equipment of the weighbridge

3.1.2 Software requirement:

Electronic Peripherals:

- a) Solid state, modular, construction, central processing unit with a built facilities of self-check, auto gain and test facilities,
- b) System will have in-built calendar clock with date and time with battery backup.
- c) Seven segment digital display of the weight on the panel of the cubicle.
- d) The microprocessor based control panel/digitizer shall have suitable means for memory protection in case of power failure.

e) **PC & Printer should be supplied with minimum below Specification:**

CPU : Latest generation CPU (preferably Intel I-7), with in built speakers

Drives : DVD read & writer drive

RAM : Preferably 8GB (RAM)
 Hard Disc : 500 GB(Min)
 Monitor : 19''to 21'' LCD/LED

Resolution : 1600x1200(Min) Pixels, I/P power Supply: 230 V+/- 10%
 Graphic memory : 16 MB
 Communicating goods : 2 serial ports, one parallel port 14 SB part, dual Ethernet 10/100 Mbps ports/card
 Key board : 101 keys keyboard and optical mouse
 Software : General MS Windows, Microsoft, Adobe latest, Acrobat, Antivirus Software & application software all related Driver CDs are to be supplied and shall of licensed Versions.

PRINTER :Dot Matrix-132 COI
 Paper size: A3
 Communication post : Parallel port/USB
 Power supply : **230V+/-10%**
System software:

It should comply with RDSO Specification. It shall be interactive to the operator in as simple a language as possible. The software will provide at least the following:

Wagon ID, tare weight, carrying capacity, gross weight, net weight, customer's name, date, time in, time out direction of weighment, overloading or under loading with respect of carrying capacity. Speed of the wagon at the time of weighment shall be and print out shall also be possible to be taken in the desired format in addition to above, the software package will provide:

- Storing of weigh records of at least last 12 months for use of future, necessary hardware facility for achieving this shall also remain in built in the system.
- Calculation of net weight on the hard copy print out.
- Editing wagon ID, tare weight, carrying capacity, customers name etc., before storing transaction.
- Display facility on VDU.
- Provision of printing/display of past transaction date-wise consumer-wise and product-wise.
- System should be password protected for operation and editing.
- It should be possible to store the information of one rake weighing into a separate file, which can be retrieved and printed at a later date. Such stored information should be complete with original data and time and it should not be possible to edit such file.

3.1.2.1 Software should be on window platform and should be easily transferable and should not have protections of dongle/ adapter on parallel port. It should be

capable of using extended memory. It should be password protected for operation.

- 3.1.2.2 The weighbridge PC and software should be able to receive & transfer text based/other specified files in encrypted/unencrypted mode over a local area network/ wide area network to any remote/local server. The weighbridge PC and software should be able to have FOIS functionality. The weighbridge manufacturer shall, upon direction from Indian Railways, either now or at any future date, enable the weighbridge software to transmit the weighment data in the prescribed syntax, sequence and format with/without the prescribed encryption, against the data transfer protocol specified.
- 3.1.2.3 Operator's interactions should be through a PC or a control console with a VDU.
- 3.1.2.4 Initial screen should be in the form of an indexed block menu or a drop down menu. Selection of items should be possible either by cursor keys or a mouse.
- 3.1.2.5 Menu should include items like weigh mode, printing, diagnostic tests, help etc.
- 3.1.2.6 While in weighing mode, screen should show number of axles in the wagon/coach, its gross weight and its sequence number. Date and time should be taken from system date and time.
- 3.1.2.7 The software should be capable of removing last vehicle in train in addition to brake van/loco at specified wagon sequence no.
- 3.1.2.8 In the weighment software, there should not be any import/export option to any other software and there should not be any options like Delete/Edit/Erase rake weighment data.
- 3.1.2.9 System must be capable of achieving zero balance preferably automatically before start of a new weighing cycle.

- 3.1.2.10 Weighbridge system must be capable of weighing long haul trains of composition 2/3 Locomotive + 59 wagons + 1 Brake vans + 2/3 Locomotive + 59 wagons + 1 Brake vans + 2/3 Locomotive + 59 wagons + 1 Brake vans+.....

3.1.3 Print out requirements:

Print out format should contain the following information.

- (a) Date and time
- (b) Rake number, time in /time out for the train.
- (c) Wagon/coach identification no., tare weight, gross weight, net weight and speed.
- (d) Gross and net weight for the complete rake.
- (e) In case weighing speed of a wagon/coach exceeds the limiting specified speed of the weigh bridge, gross weight of the wagon/coach should not be printed whereas all other parameters should be printed.

3.1.4 File retrieval:

It should be possible to store the information of one rake weighing into a separate file, which can be retrieved and printed at a later date. Such stored information should be complete with original date and time and it should not be possible to edit such file.

- 3.1.5 The operating software should have in-built security so that no unauthorized person can alter/interfere with the system to ensure reliability of weighment. The system should have adequate capacity to store the record of about 200 rakes weighed without having to delete/off load for storage. These records will be normally preserved for about 6 months and the system should not permit any alteration of records after the weighment is completed. There should be provision to record the weighment on DVDs. It should not be feasible to modify these records after off-loading on DVDs. Operating software should have the capability to store at least last 100 nos. of login particulars without facility of editing.

3.2 Eligibility criteria

- 3.2.1 The weighbridge supplier shall be required to necessarily possess all requisite clearances and approvals from the Metrological department, Government of India

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for the model of the In-motion weighing instruments being offered to the Indian Railways.

- 3.2.2 Manufacturers shall be required to submit the self-certified version of EIMWB software, which should be fully compatible to this specification for record and quality assurance purpose along with self-certificate.

Every time a version change is necessitated, the same should be deployed only after submission of compatible version of software with self-certificate that it is in as per RDSO specifications.

3.3 **Structural requirements:**

- 3.3.1 (a) Structures required for installation of the equipment (including electronics) shall be provided by the contractor. Further the room should be made leakage proof and seepage proof to prevent ingress of rain water and moisture in the room which may eventually damage the control panel, computer and its peripherals. A concrete/pre-fab structure of size 3m x 4m (minimum) and 3m high with RCC roof shall be provided/ constructed by the Supplier / contractor for installation and operation of control equipment. Details of such requirements shall be indicated in the offer. This room shall be provided with Air conditioner (for dust & temperature control) of at least 1.5 ton capacity and 5 star ratings, light fittings & fans by the contractor. This room should have a bay window for clear view of the track.

The arrangement of power supply up to the weighbridge control room/ weighbridge cabin shall be made by CONCOR .

The agency shall quote the charges for weighbridge room/ weighbridge cabin separately in the offer. CONCOR may include or exclude the control room for the location while placing order OR during the currency of contract as per its requirement. In case room is excluded then cost of room shall not be paid. CONCOR shall intimate the contractor in writing. Similarly the cost of OFC cable shall be paid on actual usage basis.

- 3.3.2 **Foundation/support** - A slab type of concrete foundation/ support should be provided for laying concrete sleepers throughout the underneath length of weigh rail. Foundation work should be carried out by the tenderer and shall form part of the contract. M30 or higher grade concrete is to be used for the slab. Foundation drawings shall be furnished with the offer. Foundation/support shall be constructed so as to last minimum 8 years from the date of commissioning. Any damages, if any, shall have to be repaired by OEM during currency of Warranty/AMC.

- NOTE:** (a) The site is approx. 20 feet down from ground level and on both side of single railway line 20 feet high boundary wall is present and the area is rocky it may require stone cutting and cleaning these site conditions poses difficulty and space constraint for civil work due to these reasons It is not possible to make the RCC slab near the track line as there is no space available for the activity and also the movement of vehicle like Hydra, Trucks is not possible at the proposed site. The railway track is electrified and is having 25 KV (OHE) line over the track for Electric locomotive movement. Hence all the civil work may not be completed on site therefore civil foundation work i.e. making ,fabrication and curing of precast slabs may be done somewhere else and then these pre fabricated slabs may be transported to site at ICD/TKD and may require the help of lifting Cranes i.e Hydra, Gas Cutter, welding , lifting tools for installation and fixing. The work of civil foundation including preparation/fabrication, curing, transportation and installation/fixing of precast slab and arrangement of lifting Cranes, Gas Cutter, welding ,lifting tools (if required),digging for placing of precast slabs below the railway track, cleaning of the weighbridge area including stone cutting and arrangement of all tools and tackles including cranes etc will be **IN THE SCOPE OF BIDDER AT NO EXTRA COST.**
- (b)Liasoning with railway (P-WAY) department for rail cutting permission and obtaining **FIT FOR RAIL OPERATION CERTIFICATE** after installation and fixing of weigh rails will be in the scope of Tenderer/Bidder at **NO EXTRA COST.**
- (c) Liasoning with railway (TRD) department for Switching OFF 25 KV (OHE) line power supply before starting the work on railway track and resuming the same after completion of work will be in the scope of Tenderer/Bidder at **NO EXTRA COST.**
- (d) Since there is single entry railway line at ICD/Tughlakabad therefore CONCOR can provide maximum 24 HRS. SHUT DOWN PERIOD for civil foundation, installation of precast slab & weigh rail installation work. The bidder has to complete above mentioned work within 24 HRS. SHUT DOWN PERIOD ONLY.
- (e) The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions and requirements. The Tenderer should get himself familiarized with location/area/situation/condition/requirement of the working place before quoting the rates.

3.3.3 Any change of design of the existing weighbridge or introduction of a new design of weighbridge, for any location/s wherein operational /commercial implications exist for Indian Railways, shall require prior approval of RDSO.
In case of change in weighbridge model, weighbridge manufacturer has to approach Metrological department for its due approval.

3.3.4 It shall be mandatory to follow standard IRS track structure & fittings, for the

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weighbridge installation, which shall be as per RDSO drawing no T - 2496 (latest alt), with the provision of slab-type concrete foundation/apron, as per Indian Railway Standards, provided underneath the weighrail.

4.0 Maximum speed during weighment:

it should satisfy RDSO requirement.

5.0 System accuracy:

It should satisfy the RDSO requirement.

6.0 System protection:

Suitable arrangement for protection of the system from surge voltage harmonics and voltage fluctuation, line transients etc., also lighting, power data lines protection, shall be provided as per RDSO specification.

7.0 DATA COMMUNICATION SYSTEM for the operation of the weighment system.

- a) The weighment system should inter connect to Station control room for operation & data transfer through OFC cable link (supply, erection & Commissioning OFC cable & associated equipment's for communication link is in the scope of bidder)
- b) It should connect to the owner LAN network.

8.0 DOCUMENTATION REQUIREMENT & MAINTENANCE REQUIREMENT : As per clause 3.5, 3.5.1, 3.5.2 of RDSO specification

9.0 Training: The supplier shall give adequate training to at least two persons of each mechanical & commercial department in the concerned Terminal / site for operation and maintenance of the system free of charges.

10.0 TESTING :- As per clause 4.1 to 4.1.5 & 4.2 to 4.2.8 of RDSO specifications

SECTION – V**DELIVERY SCHEDULE**

1.0 DELIVERY PERIOD (SHIPMENT SCHEDULE) - The delivery schedule would be as under: -

Activity	Details
Quantity	Pit less In-Motion Railway Electronic Weighbridge at ICD Tughlakabad, Delhi (as per RDSO specification No. WD-29-MISC-19) -01 No.
Supply Installation, Testing & Commissioning of Pit-Less In Motion Electronic Weighbridges.	D*+90 = 01 Nos.

* “D” is the date of issue of Notification/Letter of Award (NOA/LOA)

2.0 DELIVERY DATE

2.1 The date on which materials has been received at CONCOR sites would be taken as **“Delivery Date”**

2.2 Please note that only such goods, which has been inspected and declared suitable as per the specifications mentioned in the Bid Document and RDSO Specification by inspecting officials, nominated/agreed by CONCOR would be dispatched.

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(ANNEXURES)

SL	PARTICULARS	ANNEXURE NO.
1	BID FORM	1
2	BANK GUARANTEE VERIFICATION CHECKLIST	2
3	PRICE FORMAT FOR BIDDERS	3
4	PROFORMA FOR STATEMENT OF DEVIATIONS	4
5	PERFORMANCE SECURITY FORM (FORMAT FOR PERFORMANCE BANK GUARANTEE)	5
6	INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF PERFORMANCE BANK GUARANTEE	6
7	CONTRACT AGREEMENT FORM	7
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ANNEXURE - 1**BID FORM**

(Please see Clause 1.2 of General Instructions to Bidders, Section-II)

To
Container Corporation of India Ltd,
NSIC, MDBP Building,
2nd Floor, Okhla Industrial Estate,
Opp. NSIC Okhla Metro Station,
New Delhi-110020
INDIA

Dear Sirs,

After examining/reviewing the bid documents for “Supply, Installation, Testing and Commissioning of 01Nos.PitlessElectronic in-motion Weigh Bridge of 140 MT capacity (as per RDSO specification No. WD-29-MISC-19) including construction of weigh bridge house/console room in common entry line at ICD Tughlakabad, Delhi on Turnkey Basis including AMC” including General Instructions to Bidders (Section-II), Terms & Conditions (Section-III), Technical specifications & requirements (Section IV) and Delivery Conditions (Section-V), the receipt of which is hereby duly acknowledged.

We confirm that this bid is valid for a period of 120 days from the date of opening of bid and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the Performance Guarantee equal to 3% (Three percent) of the contract price for due performance within 30 (Thirty) days of Notification of Award (NOA).

Until a final contract is prepared and executed, the bid together with your written acceptance thereof in your Notification of Award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

SEAL AND SIGNATURE

DATE:

Duly authorized to sign bid for and on behalf of

(SIGNATURE OF WITNESS)

WITNESS NAME :

ADDRESS :

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CONTAINER CORPORATION OF INDIA LTD	 CONCOR Tender No.: CON/A-I/T/EIMWB-01/2021
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ANNEXURE – 2

BANK GUARANTEE VERIFICATOIN CHECKLIST

SL:	CHECKLIST	YES	NO
I	Does the bank guarantee compare verbatim with standard CONCOR Proforma for BG		
II	a) Has the executing Officer of BG indicated his name, designation & power of Attorney No./signing power number etc. on BG.		
	b) Is each page of BG duly signed/initialled by the executant, and last page is signed with full particulars as required in the CONCOR's standard proforma of BG and under the seal of the Bank		
	c) Does the last page of the BG carry the signatures of two witnesses alongside the signatures of the executing Bank Manager		
III.	a) Is the BG on non-judicial stamp paper of appropriate value		
	b) Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to the date of execution of BG		
IV	a) Are the factual details such as Bid Document No., NOA No., contract price, etc. correct?		
	b) Whether overwriting/cutting if any on the BG authenticated under signature & seal of executant.		
V.	Is the amount and validity of BG in line with provisions of bidding document/contract.		
VI.	a) Is the Bank Guarantee issued from a Bank's branch located outside India?		
	b) Has the Bank Guarantee been routed through the correspondent branch in India for due verification of the signature(s) of the executant(s)? (Applicable only if the answer to VI (a) is 'YES')		
VII.	Whether the BG has been issued/confirmed by a Bank as per relevant provisions of the bidding documents.		

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Date :

(Signature)

Place :

(Printed Name)

(Designation)

(Common Seal)

Note: Bidder/Contractor/Associate/Collaborator is required to fill up this form and enclose along with the Bank Guarantee.

Stamp of bidder

Signature of bidder

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ANNEXURE – 3**In prescribed format- E-Price Bid Only****PRICE FORM FOR BIDDERS**

To,
M/s. Container Corporation of India Ltd.
NSIC, MDBP Building,
2nd Floor, Okhla Industrial Estate,
Opp.NSICOkhla Metro Station,
New Delhi-110020 (INDIA)

Ref : Tender No. CON/A-I/T/EIMWB-05/2022

We hereby offer to Supply, Installation, Testing & Commissioning of 140 MT capacity and 06 years Comprehensive AMC of Pitless in-motion railway electronic weighbridge (**as per RDSO specification No. WD-29-MISC-19**) as per the price indicated below and as per Section-V Delivery Schedule

S.No.	Description	Amount	Amount
		In Figures (Rs.)	In Words(Rs.)
1.	Ex-Factory Price per unit in INR Of 140 MT capacity electronic in-motion weigh bridge (pit less) with equipments as per RDSO specification No. WD-29-MISC-19 (A)		
2.	Discount per Weighbridge (B)		
3.	Packaging & Forwarding per unit in INR (C)		
4.	GST per unit (<u> </u> %) in INR (D)		
5.	Sub Total-1(E) = A - B+C+D		
6.	Transportation Cost including insurance, per unit up to nominated destination in INR (F)
7.	Unit rate for Installation testing and commissioning of 140 MT capacity electronic in motion rail weigh bridge (pit less), along with relevant civil work for CONCOR at per site as per specification excluding weighbridge Room (G)		

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	(kindly read carefully clause no.8.0 to 8.6 of SECTION II) & clause no.3.3.3 Note (a),(b),(c),(d) & (e) of SECTION IV before quoting rates)		
8.	Unit rate for construction of weighbridge room/ control cabin as per RDSO specifications including lighting & air conditioner as specified in scope of work (H)		
9.	Supply, trenching & laying commissioning of OFC communications cable for data transferring from weigh bridge cabin to S&T Buildings and control room. <u>Amount for 500 mtrs cable be quoted (I)</u>		
10.	GST on sr no 6.0,7.0,8.0 &9.0 in INR (J)		
11.	SUB TOTAL 2 (K) =F+G+H+I+J		
12.	TOTAL (L) =E(Sr.no.5)+K(Sr.no.11)		

13.	Comprehensive annual maintenance of Electronic pit less in motion weigh bridge beyond warranty (maintenance) period.			
			In Figures (Rs.)	In Words (in Rs.)
i	1 st Year	YEAR		
ii	2 nd Year	YEAR		
iii	3 rd Year	YEAR		
iv	4 th Year	YEAR		
v	5 th Year	YEAR		
vi	6 th Year	YEAR		

Stamp of bidder

Signature of bidder

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14.	Sub Total (Sr. no i to Sr no vi) (M) =		
15.	Taxes GST (on Sr.no.14) (N)		
16.	TOTAL (O) = (Sr no 14 (M) +Sr no15 (N)		
17.	GRAND TOTAL (P) = [Sr No. 12 (L) +Sr No.16 (O)]		

- (1) Bidders are instructed that discount quoted by them other than specified column/space will not be taken into account.
- (2) It is hereby certified that we have understood the General Instructions to Bidders (Section-II), Terms & Conditions (Section-III), RDSO technical Specifications. IV), Delivery Schedule (Section-V) mentioned in the Bid Documents. We are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the conditions of the tender in accordance with the tender documents if the contract is awarded to us.
- (3) We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 120 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

Dated.....

.....
(Signature and seal of Manufacturer/Bidder)

NOTE:

1. Bidders are requested to read carefully clause no.8.0, 8.1, 8.2, 8.3, 8.4, 8.5 & 8.6 of SECTION II) & clause no.3.3.3 Note (a),(b),(c),(d) &(e) of SECTION IV before quoting rates. The price quoted shall be firm and will not be subject to any variation on any account during the currency of contract unless otherwise specified in the bid document.

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Signature of bidder

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2. The insurance charges would be as per Clause-11.5 of Section-II from Warehouse to Warehouse basis i.e. from manufacturer's works to the ultimate destination mentioned in Delivery Schedule (Section-V)
3. All other taxes/duties/expenditures etc. incurred for delivery of the stores at ultimate destinations would be borne by the "**bidder only**".
4. **For the purpose of evaluation, rates for 500 Meters of cable length will be considered.**
5. Payment of GST will be made on submission of documentary proof that the amount has been deposited with the concerned authorities

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Annexure-4

PROFORMA FOR STATEMENT OF DEVIATIONS

(Please see Clause-6.3.7 of General Instructions to Bidders, Section-II)

- (1) The following are the particulars of deviations from the requirements of the tender specifications (Section-II, General Instruction of Bidders)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

- (2) The following are the particulars of deviations from the requirement of tender Specifications (Section-III Terms & Conditions)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

- (3) The following are the particulars of deviations from the requirement of tender Specifications (Section-IV, Delivery Schedule)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
---------------	------------------	--

.....
(Signature and seal of the
Manufacturer/Tenderer)

Note . Where there is no deviation, the statement should be returned duly signed with an endorsement indicating (NIL DEVIATION).

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ANNEXURE-5

**PROFORMA OF BANK GUARANTEE OR PERFORMANCE SECURITY
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

To

Container Corporation of India Ltd,
NSIC, MDBP Building,
2nd Floor, Okhla Industrial Estate,
Opp. NSIC Okhla Metro Station,
New Delhi-110020
INDIA

WHEREAS.....(Name of Supplier)

hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....dated..... for supply of Numbers of "Description of item" (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by (issuing bank) on (Advising Bank) having IFSC code..... through Structured Financial Messaging System (SFMS) and authenticated by advising bank.

This guarantee is valid until theday of.....

Notwithstanding anything contained herein above:

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- (i) Our liability under this guarantee shall be limited to a sum or Rs. only.)
- (ii) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before.....

Signature
Name

Designation with Bank's Stamp

Date:

Address

Witness:

Signature :

Name:

Official Address :

Note:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. An indicative chart for working out period of validity of Performance Bank Guarantee is enclosed as **Annexure 6.0**

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ANNEXURE - 6**INDICATIVE CHART FOR WORKING OUT PERIOD OF VALIDITY OF PERFORMANCE****BANK GUARANTEE (for example)***(Please see Clause-10.0 of Section-III – Terms & Conditions)*

SL:	PARTICULARS	DATE
1	D	Date of Issue of NOA
2	Submission of Performance Bank Guarantee within 30 days of issue of NOA (As per Clause 17.0 of Section-II, General Instruction to Bidders of Bid Document)	D +30
3	Completion of Supply, Installation, Testing & Commissioning of 01 nos. of Weighbridge within 90 days of issue of NOA	D+90
4	Guarantee & Warranty period – 30 months from the date of despatch or 24 months from the date of commissioning of the last consignment	D+ 90 +730+90 days = D+ 910
5	AMC period: - 6 years plus claim period of one month (As per Clause 17.0 of Section-II, General Instruction to bidders)	D+ 90+ 730+2190+90 +30days = D+ 3130

Remarks: If 'D' is 01.05.2022, then validity of Performance/Security BG will be as under

- a) For Supply, Installation, Testing & Commissioning of 01 nos. of Weighbridge validity will be 27/10/2024
- b) AMC period: - 6 years plus claim period of one month will be 25/11/2030

NOTE:

1. The Above period is indicative. In case of variation in issue of NOA or delivery schedule, the final guarantee period may vary accordingly.
2. The Bank Guarantee should be as per Clause 17.0 of Section-II of Bid Document.
3. The Performance Bank Guarantee should be as per Annexure-5 of the Bid Document.

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ANNEXURE - 7**CONTRACT AGREEMENT FORMAT**

(To be executed on Non-judicial Stamp Paper of appropriate value)
(Please see Clause-18.0 of Section-II, General Instruction to the Bidders)

THIS AGREEMENT made theday of,at New Delhi Between **Container Corporation of India Ltd.**, having its registered office at CONCOR Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi-110076, INDIA& Corporate office at Container Corporation of India Ltd, NSIC, MDBP Building, 3rd Floor, Okhla Industrial Estate, Opp. NSIC Okhla Metro Station, New Delhi-110020 (INDIA)(hereinafter called "the Purchaser") of one part and(Name of Supplier) of(City of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz. ---- nos. of "Description of Item" and has accepted a bid by the Supplier for the supply of Goods and Services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

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 conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder
 - (b) the General Instructions to Bidders
 - (c) the Terms & Conditions
 - (d) the Delivery Schedule
 - (e) the Technical Specifications
 - (f) Any other correspondence if considered necessary.
 - (e) the Purchaser's Notification of Award
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/provided by the Supplier, are as under:

SL. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS (CIF/FOR Destination)
---------	---------------------------------------	-------------------------	------------	-------------	--------------------------------------

TOTAL VALUE:

5. DELIVERY SCHEDULE:

6. PAYMENT TERMS:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said
(For the Purchaser)

Signed, Sealed and Delivered by
the said
(For the Supplier)

in the presence of: in the presence of:

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ANNEXURE-8

(See Clause-21.0 of Section-II, Instruction to Bidders)

INTEGRITY PACT

Container Corporation of India Ltd. (CONCOR) hereinafter referred to as
“The Principal”

and

..... hereinafter referred to as **“The Bidder/Contractor”**.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1). The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

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- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of e-bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per extent rules.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) **The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.**
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

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- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, CONCOR.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the *Monitor* notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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- (6) The monitor will submit a written report to the Chairman and Managing Director, CONCOR within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the CONCOR Board.
- (8) If the Monitor has reported to the Chairman and Managing Director, CONCOR, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director CONCOR has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, CONCOR.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
- (2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & On behalf of the Principal)

Office Seal

Place -----

Date -----

Witness 1:

Name & Address -----

Witness 2:

Name & Address -----

(For & On behalf of Bidder/Contractor)

Office Seal

Stamp of bidder

Signature of bidder

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