

COST OF FORM : Rs.2100/- (Rs 2415/- if purchased by post)

Punjab Logistics Infrastructure Limited

“TENDER FOR INSTALLATION AND OPERATION OF ONE NO. NEW PIT-TYPE ELECTRONIC WEIGH BRIDGE (100MT) FOR WEIGHMENT AT PUNJAB LOGISTICS INFRASTRUCTURE LIMITED, AHMEDGARH ON BUILD OPERATE AND TRANSFER (BOT) BASIS/MODEL.”

Date of Sale of Tender Documents : 11/08/2017

Last Date for obtaining Tender Documents : 01/09/2017

Date & Time for Submission of Tender Documents : 15:00 hrs 02/09/2017

Date & Time for Opening of Tender Documents : 15:30 hrs 02/09/2017

Note : This Tender Document contains 31 pages.

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Note: This tender document contains 31 pages.

Tender Notice

PUNJAB LOGISTICS INFRASTRUCTURE LTD.

TENDER NOTICE

PLIL invites Sealed tender in two Bid system for the following work:

Tender Ref.No. : PLIL/CIVIL/AHD/WEIGHBRIDGE/01/2017

Brief Description of Work : Tender for Installation and operation of one no. new Pit Type Electronic Weighbridge (100 MT) for Multi-Modal Logistics Hub of Punjab Logistics Infrastructure Ltd.(PLIL)

Cost of Tender Document: Rs.2100/- (Rs 2415/- if purchased by post) by Demand Draft or Pay Order, payable at Ludhiana.

Period of Contract : 05 years plus 04 months obligatory period (extendable by another 02 year+ 02 year)

Earnest Money Deposit : Rs.32,400/-

Date of Sale : From- 11/08/2017 To 01/09/2017.

Date & Time for Submission-: 02/09/2017 upto 15:00 hrs.

Date & Time for Opening - : 02/09/2017 at 15:30 hrs.

Experience : Tenderer should have an experience of at least 3 years in the field of installation, operation and maintenance of weighbridge and should have installed atleast one weighbridge of capacity 100 MT.

Turn Over : Tenderer should have minimum turn over of Rs.10,80,000/- per annum.

Net Worth : Tenderer must have a minimum net worth of Rs.21,87,000/- as on the balance sheet dtd 31.3.2017.

NOT TRANSFERABLE

PUNJAB LOGISTICS INFRASTRUCTURE LTD
(A GOVT. OF INDIA UNDERTAKING)

TENDER FORM PRICE : Rs.2100/- (Rs 2415/- if by post)

PLIL/CIVIL/AHD/WEIGHBRIDGE/01/2017

“TENDER FOR INSTALLATION AND OPERATION OF ONE NO. NEW PIT-TYPE ELECTRONIC WEIGH BRIDGE (100MT) FOR WEIGHMENT AT PUNJAB LOGISTICS INFRASTRUCTURE LIMITED, AHMEDGARH ON BUILD OPERATE AND TRANSFER (BOT) BASIS/MODEL .”

1. Serial number assigned to the Tender Form.
2. Date of Sale/Issue.
3. Name of the applicant to whom the Tender was sold/issued
4. Full address of the applicant.

SIGNATURE OF THE OFFICIAL ISSUING
THE TENDER FORM.

OFFICIAL SEAL

NAME :

DESIGNATION

THIS TENDER FORM COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 15:00 **HRS** ON 02/09/2017 AT THE OFFICE OF Chief Executive Officer, Punjab Logistics Infrastructure Ltd., VPO-Ghungrana, near Ahmedgarh, Ludhiana , Punjab-141204 on or before **15:00** hrs. on 02/09/2017.

TENDERS WILL BE OPENDED AT **15:30 hrs** ON **02/09/2017** AT THE ABOVE ADDRESS

Signature of the Tenderer.....

INVITATION FOR BID

Tender No. :
PLIL/CIVIL/AHD/WEIGHBRIDGE/01/2017

1. Punjab Logistics Infrastructure Limited invites sealed bids for ‘Installation and operation of one no. new Pit - type electronic weigh bridge (100 MT Capacity) at Punjab Logistics Infrastructure Ltd., VPO-Ghungrana, near Ahmedgarh, Ludhiana , Punjab-141204 on Build Operate and Transfer (BOT) Model / Scheme” , The period of contract is Five years plus 04 months obligatory period (extendable by two terms of two years each) .

2. Details of Bid :

a) Bid Reference : PLIL/CIVIL/AHD/WEIGHBRIDGE/01/2017

b) Date & Time for Submission of Tender Documents : 02/09/2017 upto
15:00 Hrs

c) Date & Time for Opening of Tender Documents : 02/09/2017
at 15 :30 Hrs

d) Place of opening : Office of the **Chief Executive Officer**
Punjab Logistics Infrastructure Limited,
VPO Ghungrana Near Ahmedgarh
Ludhiana Punjab

1. INSTRUCTIONS TO TENDERER

- 1.1 PLIL invites sealed tenders for installation and operation of one no. new Pit- type electronic weigh bridge (100 MT) for weighment at Punjab Logistics Infrastructure Ltd., VPO-Ghungrana, near Ahmedgarh, Ludhiana , Punjab-141204, on BOT basis.
- 1.2 The Tender Form is not transferable under any circumstances. The Tender Document will consist of:
1. Invitation of Bid.
 2. Instructions to the Tenderer (Section-1).
 3. General and Special terms & Conditions of the Contract (Section-II).
 4. Scope of work (Section-III).
 5. Price Bid (Section-IV).
- 1.3 The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- 1.4 Each folio of the Tender Document shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with the official seal at the time of submission.
- 1.5 Failure to submit the documents called for the purpose of satisfying the qualifying criteria (clause no.2 of Section (1) of the Tender document) will render the Tender liable to be rejected in the technical bid stage and disqualified from consideration in opening the price bid.
- 1.6 **Copy of proforma invoice should be submitted to PLIL along with the tender and original invoice copy should be submitted before commencement of contract. Any variation in the rates of proforma invoice & original invoice, the lower one would be taken into consideration for depreciation calculations & for transfer.**

The tender documents along with the other documents called for should be submitted inside a sealed cover superscribing “**TENDER FOR INSTALLATION AND OPERATION OF ONE NO. NEW PIT-TYPE ELECTRONIC WEIGH BRIDGE (100 MT) FOR WEIGHMENT , PLIL VPO-Ghungrana, near Ahmedgarh,Ludhiana,Punjab-141204 ON BOT BASIS** ” and the cover addressed to the Chief Executive Officer, PLIL VPO-Ghungrana, near Ahmedgarh, Ludhiana, Punjab. **The Price Bid comprising of Section IV should be separately put in a sealed cover of which should be superscribed as “PRICE BID”. This envelope may be placed inside the main envelope.**

2. QUALIFICATION CRITERIA.

- 2.1 The Bidder should submit the following documents towards technical qualifications. Financial bids of only technically qualified bidders will be opened and evaluated.
- 2.1.1 The tenderer should have an experience of atleast 3 years in the field of installation, operation and maintenance of weighbridge (list of previous installed/ operated, under operation weighbridges may be enclosed).
Note: Existing H&T contractor at M/s Punjab Logistics Infrastructure Limited is not eligible
- 2.1.2 Tenderer should enclose the copy of work order/ completion certificate of installation of atleast one weighbridge of capacity of atleast 80 MT.
- 2.1.3 Tenderer should have adequate number of technically / professionally qualified personnels to manage the work efficiently. List of technically qualified staff may be enclosed.
- 2.1.4 The audited balance sheet and profit and loss or expenditure and income statement for the past three financial years viz., **2014-15,2015-16 and 2016-17** wherein the turnover of the firm/ company should be at least **Rs.10,80,000/-** in any of the two financial year. In case the accounts for the FY 2016-17 have not been audited so far, then a Turnover Certificate from a Chartered Accountant should be submitted.
- 2.1.5 Copy of relevant registration documents certifying the entity as a proprietorship/ partnership/ company. In the case of Partnership Firms, the bidder must submit the Partnership Deed and in the case of a Company, the bidder should submit the Memorandum and Articles of Association along with power of attorney as mentioned in para 5.6 of his section . The bidder firm should be more than 3 years old.
- 2.1.6 Crossed demand draft for an amount of **Rs.32,400/-** as earnest money in f/o Ms Punjab Logistics Infrastructure Limited payable at Ludhiana.
- 2.2 The tenderer must have a **minimum net worth of Rs.21,87,000/-** based on the last available financial statement/balance sheet i.e. as on 31.3.2017..
- 2.3 Copy of proforma invoice should be submitted to PLIL along with the tender and original invoice copy should be submitted before commencement of contract. Any variation in the rates of proforma invoice & original invoice, the lower one would be taken into consideration for depreciation calculations & for transfer.

Note: Tenderer will please note that minimum eligibility does not qualify them for award of work, however, tenderers who do not full fill the above requirements their tender will be rejected

3 EARNEST MONEY

- 3.1 Earnest money deposit for **Rs.32,400/- (Rupees thirty two thousand four hundred only)** should accompany the tender in the form of a crossed bank draft drawn in favour of “Punjab Logistics Infrastructure Limited ”, payable at Ludhiana from scheduled/nationalized banks only.
- 3.2 No interest will be payable by PLIL on the Earnest Money Deposit.
- 3.3 The Earnest Money Deposit will 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 which should be 120 days beginning from date of tender opening.

Signature of the Tenderer.....

- 3.4 The Earnest Money Deposit of the successful tenderer will be returned after the security deposit is furnished.
- 3.5 The Earnest Money Deposit of all unsuccessful tenderers will be refunded after decision regarding award of contract is taken. Apart from the return of the EMD's no separate intimation will be given to the unsuccessful bidders.
- 3.6 Any tender not accompanied by Earnest Money Deposit will be rejected.

4 CORRECTION OF ERRORS :

Tenders will be checked and corrected by PLIL for any arithmetical errors in computation and summation as follows:

- 4.1 Where there is a discrepancy between amounts in figures and in words, the higher of the two will be taken;
- 4.2 Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be taken;

5. SUBMISSION OF BIDS

- 5.1 The tender documents along with the other documents called for should be submitted in a sealed cover superscribing **“TENDER FOR INSTALLATION AND OPERATION OF ONE NUMBER NEW PIT-TYPE ELECTRONIC WEIGH BRIDGE (100 MT) FOR WEIGHMENT PLIL VPO-Ghungrana, near Ahmedgarh, Ludhiana, Punjab, ON BOT BASIS/MODEL”** and the cover has to be addressed to the Chief Executive Officer Punjab Logistics Infrastructure Limited VPO-Ghungrana, near Ahmedgarh, Ludhiana, Punjab. Similarly, the Price Bid comprising of **Section IV** should be separately put in another sealed cover which should be superscribed as **“PRICE BID”**. Both these envelopes should be placed inside the main envelope.
- 5.2 The tender documents duly completed must reach the designated office of the Chief Executive Officer Punjab Logistics Infrastructure Limited VPO-Ghungrana, near Ahmedgarh, Ludhiana, on or before 15:00 hours on 02/09/2017 and the same will be opened at same place at 15:30 hours on 02/09/2017. **The tenders received after stipulated date & time will not be entertained.** The tenderers or their authorised representatives may be present at the time of opening of the tenders, if they so desire.
- 5.3 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. In the case of tenders submitted by registered post, it is the responsibility of the bidder to see that the tender document is delivered at the designated office before the closure of the tender box. PLIL shall not entertain bids received after the closure of the tender box even in case of Postal delays. Tenders by telegram will not be considered. PLIL reserves the right to extend the date and validity of tender.
- 5.4 All offers shall either be type written or written neatly with indelible ink and should be signed by authorized representative of the firm on all pages.
- 5.5 All prices and other information having bearing on the price shall be written both in figures and in words in the prescribed price bid form (Section IV).

- 5.6 The tenderers who are constituents of a Firm, Company, Association must forward attested copies of the constitution of their concern, power of attorney and partnership deed with their tender. The tender documents in such cases are to be signed by such person as may be legally competent to sign them on behalf of the Firm, Company, Association or Society as the case may be. The tenders which are not accompanied by the above documents, are liable to be rejected. PLIL will not be bound by any power of attorney granted by the tenderer for changes in composition of the firm made subsequent to the execution of contract. PLIL may, however, recognise such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the Contractor. The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to PLIL in writing, failing which PLIL shall have no responsibility or liability for any action taken on the strength of the said documents.
- 5.7 The tenderer is advised in his own interest to visit the site of work and acquaint himself with all the local conditions. Work will involve installation, operation and maintenance of a weigh bridge at MMLH/Ahmedgarh. The Tenderer should get himself familiarized with the working of the Terminal, Traffic flows etc., before quoting the rates.

6. ACCEPTANCE OF TENDER:

- 6.1 The authority for acceptance of tendered rates will rest with Chief Executive Officer Punjab Logistics Infrastructure Limited VPO-Ghungrana, near Ahmedgarh, Ludhiana, who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.
- 6.2 Acceptance of tendered rates will be communicated by Fax/Cable/Telex/Telegram/Express letter or formal acceptance of tender. In case where acceptance is indicated by Cable/Telex/Telegram or Express letter ; the formal acceptance of the tender will be forwarded to the Contractor as soon as possible, but the Cable/Telex/Telegram or Express letter should be deemed to conclude the contract.
- 6.3 The tender documents shall become the property of PLIL with PLIL having no obligation to return them.
- 6.4 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 6.5 On acceptance of the tender, the name of accredited representatives of the tenderer who would be responsible for taking instructions from PLIL shall be communicated to PLIL.
- 6.6 The tenderer whose tender is accepted shall be required to appear at the office of the Chief Executive Officer Punjab Logistics Infrastructure Limited VPO-Ghungrana, near Ahmedgarh, Ludhiana,, in person or, if the tenderer is a firm, company or a

Signature of the Tenderer.....

corporation, a duly authorised representative shall so appear and execute the contract agreement as stipulated in the conditions of contract **within 10 days of the date of issue of communication from the PLIL's office and start the work of installation of weigh bridge within 15 days after signing the contract.** Failure to do so shall constitute a breach of the contract and PLIL will be at liberty to place the Contract with any other agency. The EMD shall be forfeited in such cases.

- 6.7 The tenderer shall treat the contents of the tender documents as private and confidential.
- 6.8 Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.
- 6.9 PLIL reserves the right to reject any or all the tender forms without assigning any reason.
- 6.10 PLIL also reserves rights to pass over a tender who may be in the same line of business competing with PLIL.
- 6.11 PLIL also shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender both in the case of pre-qualification bids and financial bids. PLIL is also not bound to give the reasons for such disqualification.

7. LATE TENDER :

Any offer received by PLIL after the time and date prescribed for opening of tenders will be treated as late tender. Such type of tenders will not be entertained by PLIL.

8. VALIDITY OF THE TENDERS :

The tenderer will be required to keep the offer open for a period of **120 (One hundred and Twenty) days** from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to PLIL. Should the tenderer fail to observe or comply with the said stipulation, the EMD amount as referred to in sub-para 3.1 of section I/ Section II shall be liable to be forfeited.

9. WITHDRAWAL OF TENDERS :

No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiration of the period of tender validity specified in the tender. Otherwise Earnest Money Deposited (EMD) will be forfeited without any notice.

10 AMENDMENT OF TENDER DOCUMENTS :

- 10.1 At any time prior to the last date for submission of the offers, PLIL may for any reason modify the tender documents by an amendment.

Signature of the Tenderer.....

- 10.2 The amendment in the form of an addendum will be published in news paper / posted on website , sent to all prospective tenderers, in writing by FAX and will be binding upon them. Prospective tenderers should promptly acknowledge receipt thereof by FAX to PLIL.
- 10.3 In order to afford prospective tenderers reasonable time to consider the amendment in preparing their offers, PLIL may at its discretion extend the last date for the submission of tenders.

**Chief Executive Officer
Punjab Logistics Infrastructure
Limited-Ahmedgarh**

SECTION - II

GENERAL AND SPECIAL TERMS & CONDITIONS FOR INSTALLATION AND OPERATION OF ONE NUMBER NEW PIT TYPE ELECTRONIC WEIGH BRIDGE (100 MT) FOR WEIGHMENT AT MMLH AHMEDGARH LUDHIANA, ON 'BOT' BASIS / MODEL .

1. PREAMBLE

Punjab Logistics Infrastructure Limited. (hereinafter referred to as PLIL) the main activities of this terminals are to receive inward cargo in containers or loose from other Terminals as well as to despatch outward cargo in Containers or loose to various destinations in India by Rail/Road. This cargo is stuffed/destuffed in containers either at the terminal itself or at consignee's/consignor's premises. The above stated cargoes and containers are at various point of times having to be weighed for ascertainment of their tonnage in compliance to stipulations of Customers.

2. PERIOD OF CONTRACT

2.1 At the initial stage, the contract shall be awarded for a period of **Five years plus 04 months obligatory period (extendable by two terms of two years each)**. Upon completion of the period of contract, the Contractor shall peacefully vacate the premises and damages to PLIL property if any shall be made good by the Contractor. In case of failure of the Contractor to rectify the damages, PLIL shall be at liberty to get the same rectified and the cost incurred if any in this regard shall be made good by the contractor, failing which the same will be recovered from the security deposit. The contract shall deemed to have commence after the joint inspection by the tenderer and PLIL Official and after full satisfaction PLIL, on or before the stipulated installation time period given in the contract.

2.2 It will be obligatory on the part of the contractor to continue to work on the same rates, terms and conditions prevailing on the last date of the contract even beyond the contract period (inclusive of extended period, if any) for Four (04) months or till alternate arrangements are made, whichever is earlier.

2.3 On completion of the Contract period, the Weighbridge has to be transferred to PLIL on the value of the Weighbridge after depreciation. If for any reason, PLIL decides not to takeover the weighbridge then the contractor should transfer the ownership of the weighbridge to the new contractor on the value of the weighbridge after depreciation. The depreciation will be calculated on the Straight Line Method @ 6.33% per annum on the Invoice value of the weighbridge. In case PLIL and the new Contractor do not want to takeover the weighbridge then he has to dismantle and remove the weighbridge and release the PLIL premises to PLIL and restore the premises to the full satisfaction of the PLIL officials.

3 EARNEST MONEY

- 3.1 All the tenderers are required to deposit a sum of **Rs.32,400/-** as Earnest Money along with completed tenderdocuments. The Earnest Money is towards an undertaking by the tenderer that the tenderer will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to PLIL. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by PLIL.
- 3.2 The EMD as referred to under Para 3.1 above shall be made by Pay Orders or Demand Drafts made out in favour of “Punjab Logistics Infrastructure Limited” payable at Ludhiana and valid for a minimum period of three months after the date of submission of tender.
- 3.3 Cheques, war bonds, guarantee bonds and Government securities (Stock certificates, bearer bonds, promissory notes, cash certificates) will not be accepted towards the earnest money referred to above.
- 3.4 Pay orders/demand drafts should be enclosed along with the tender. Tenders will not be considered unless the earnest money deposit has been made in accordance with the foregoing stipulation.
- 3.5 No interest shall be allowed on the EMD and also Deposit as referred to under para 4 below.
- 3.6 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit referred to in para 4 hereof. The earnest money of the unsuccessful tenderers will be returned as soon as possible after tenders have been finalised.

4. SECURITY DEPOSIT/BANK GUARANTEE

- 4.1 The successful tenderer will be required to furnish a security deposit of Rs.10 lacs (Rupees Ten Lacs) towards successful performance under this contract within 15 days from the date of communication of award of contract in his favour by PLIL.
- 4.2 The security deposit may be submitted in any of the following forms with validity upto the end of the contract period plus six months from the date of its issue:
- (i) Bank Guarantee of State Bank of India or any Nationalised/ Scheduled Bank in the proforma approved by PLIL.
 - (ii) 12 years National Saving Certificates, treasury saving deposit receipts and National Plan Certificates pledged in favour of PLIL.
 - (iii) 12 years National Defence Certificate at the surrender value, or 10 years Defence Deposit at the surrender value, or State Loan Bonds.
 - (iv) Demand Draft/Bankers Cheque / Pay Orders

Note :

- (a) Govt. Securities (stock Certificates, bearer bonds promissory notes, cash certificates, etc.) will not be accepted.

Signature of the Tenderer.....

- (b) The National Saving / Defence Certificates as referred in para (iii) above should be accompanied by the prescribed form duly filled in favour of M/s. PLIL. National Certificates etc. not accompanied by this form will not be accepted as valid security money.
- (c) No interest shall be allowed or paid on the security deposit.
- (d) CEO may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of PLIL, if there are sufficient reasons for doing so.
- 4.3 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by CEO, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by PLIL in full, without prejudice to any other rights or remedies in this regard for breach of contract.
- 4.4 In case the contract is extended for further period of two years, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.
- 4.5 PLIL shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. PLIL shall be entitled to recover any loss or damage that PLIL may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to PLIL under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to PLIL, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which PLIL shall deduct the same from the monthly bills or any amount due to the contractor.
- 4.6 The security deposit referred to above may be forfeited by PLIL in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to pre-mature termination of the contract, without prejudice to PLIL's other rights and remedies available under law.
- 4.7 The security deposit will be proportionately increased in case of upward rate revision based on rate revision clause. However, the increase in security deposit will be effected only if the revision in rate is 5% or above. The maximum ceiling of security deposit will be Rs. 25 lacs.

4.8 Refund of security deposit:

- 4.8.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Officials of PLIL.

Signature of the Tenderer.....

4.8.2 In the event of any dispute arising between PLIL and contractor or between PLIL and any third party or in respect of any money due to PLIL in reference to this contract or other contracts entered into by the contractor singly or jointly with others and PLIL, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as PLIL may in its sole discretion deem fit until the dispute is settled and determined. The contractor shall have no claim for compensation or otherwise for any such detention made by PLIL.

5. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

5.1 Installation of one number of weigh bridge:

On being awarded the contract, **the Contractor will have to procure and install a brand new pit-type weigh bridge of 100 ton capacity of dimensions : 18 meter x 3 meter on the designated location of the MMLH Ahmedgarh** The Contractor shall also carryout the required civil works including foundation for weighbridge structure, cabling, earth pits, ramp, room construction, electrical wiring etc. The weighbridge shall be of a standard make certified by the Department of Weights and Measures. The weighbridge should be able to weigh the trailers (including prime movers) carrying containers of dimensions upto 45ft including cargo weight .

5.2 Weighment of cargoes and container:

Subsequent to the above stated installation and commissioning process which should not exceed **60 days after award of contract**, the Contractor will commence the process of weighment of cargoes and containers at MMLH Ahmedgarh in a manner clearly brought out in the Section III (Scope of Work) of the tender document.

Presently it is anticipated that approximately **20 weighments** get carried out on a daily basis. However this is just an indicative figure, which is subject to variations (upward or downward) and this shall not be a cause of dispute with regard to the Rates, Terms and Conditions etc. The Contractor under no circumstances can cite this figure for making any alterations/ adjustments in the terms of the contract.

5.3 Unsatisfactory weighment:

In the event of the client not being satisfied with the accuracy of weighment carried out, the Contractor shall redo the weighment, without extra charges, to the satisfaction of clients.

5.4 Damage to Container Cargo:

Any claims arising out of damage/loss to container/cargo occurring during course of its weightment shall be on Contractor account.

5.5 Damage to Property/Injury to Personnel:

The Contractor shall be fully responsible for any damage/loss to property, injury to personnel caused by negligence on the part of Contractor or by his staff. The Contractor shall be responsible for taking all safety precautions against fire/damages while carrying out the weightment as per the scope of work.

5.6 Liability for Labour and/or Personnel:

The responsibility to comply with the Statutory Provisions & the provisions of various labour laws of the country shall be that of the Contractor. He shall specifically ensure compliance with the following Laws/Acts (or similar Laws/Acts as applicable in Punjab) and their re-enactments/ amendments/ modifications: -

- I. The Payment of Wages Act, 1936.
- II. The Factories Act, 1948.
- III. The Workmens Compensation Act, 1923.
- IV. The Employees Provident Fund Act, 1952.
- V. The Contract Labour (Regulation and Abolition) Act,1970; Rules 1971.
- VI. The Payment of Bonus Act, 1965.
- VII. The Payment of Gratuity Act, 1972.
- VIII. The Equal Remuneration Act, 1976.
- IX. The Employees State Insurance Act, 1948.
- X. The Industrial Disputes Act, 1947.
- XI. The Employment of Children Act, 1938.
- XII. The Motor Vehicles Act, 1988 along with GSRM.728-E dated 18/10/96
- XIII. The Hours of Employment Regulations.
- XIV. The Service Tax Rules, 1994 or as Applicable upcoming Goods Service Tax rules.

The Contractor shall be fully responsible for any violation of the above laws and / or any other law of the state which is required to be followed in respect of the subject tender. PLIL will be at full liberty to make good its loss as a result of failure of the Contractor to comply with the provisions of the various laws.

6. SUBLETTING NOT ALLOWED

The successful bidder shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of PLIL. In case the Contractor contravenes this condition, PLIL shall be entitled to place the contract elsewhere at the cost and risk of contractor and all expenses borne on this account shall be recovered from him.

7. ELECTRICITY CHARGES.

The arrangement for provision of electric supply will be made by PLIL. The Contractor shall have to bear charges for electricity consumed on account of weightment activities, lights, fan or any other use of electricity permitted by

PLIL. Installation of electricity meter wiring shall be arranged by Contractor at his own cost in consultation with the CEO MMLH AHMEDGARH. The contractor will also be required to draw the electricity from the source as identified by PLIL. Necessary wiring from the nominated source shall be carried out at Contractor's cost.

8. WEIGHMENT CHARGES

8.1 The charges for services rendered by the contractor shall be recovered by PLIL directly from the clients. Contractor will not recover any charges directly from clients. Contractor will carryout weighments only on the basis of job orders issued by PLIL to him. If it comes to the notice of PLIL that contractor is collecting charges directly from clients, damages shall be imposed on him as given at para 14 below. Regular cases of this nature may even lead to termination of contract.

8.2 In case of overcharging by the Contractor if brought to the notice of PLIL and found to be in excess of the prevailing market rates will warrant strict action such as invoking of the Security Deposit/ Bank Guarantee and even termination of contract as deemed appropriate by PLIL.

9. UNAUTHORIZED ACTIVITY PROHIBITED

The Contractor should keep in mind that the space provided is only meant for weighment of containers/ cargo authorized by PLIL and associated maintenance of the weigh bridge. Any unauthorized use of the premises for purposes other than weighment is strictly prohibited. Any violation in this regard will warrant invoking of Security Deposit by PLIL apart from any other action as deemed fit by PLIL.

10. VACATION OF PREMISES.

Upon expiry of the contract, Contractor shall hand over the space occupied by them in satisfactory condition to PLIL making good any defect/deficiencies as may be pointed out by PLIL. In the event of the Contractor failing to comply with this stipulation, PLIL shall be at liberty to carryout the repairs and recover the amounts spent for the restoration work from the Security Deposit.

11. PROVISION OF STAFF

Contractor shall be responsible for the proper and orderly conduct of his staff/workers while performing their duties apart of this contract and shall employ only such persons whose character has been verified by police. He shall on demand, produce papers regarding police verification of any or all of his staff employed to work at the terminal.

12. ADDITIONAL OR EXTRA SERVICES.

12.1 The Contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by PLIL, subject to the terms and conditions of the contract. The Contractor may also be asked to provide additional services not specifically provided for in this contract, for which the remuneration shall be payable at the rates as may be settled by mutual

negotiation. In the absence of an agreement being reached on the rates for such additional services, the decision of Chief Executive Officer PLIL MMLH Ahmedgarh Ludhiana will be final and binding and non- settlement of the rates for additional services will not confer any right upon the Contractor to refuse to carry out or render such services.

12.2 The decision of the Chief Executive Officer PLIL MMLH Ahmedgarh Ludhiana with respect to the rates for extra/substituted items of work will be final and binding.

13. TIME IS THE ESSENCE:

Time is the essence of the Contract. The Contractor will have to undertake the job of installation and commissioning of one number of brand new PIT TYPE weigh bridge within the completion period specified at clause **5.2 Of Section II**. After commissioning the weighbridge, the weighment of the containers / cargoes should be carried out smoothly and promptly without causing any delay. The weighment of containers will take place round the clock ie., for 24 hours a day and all 365 days.

Sufficient personnel should be deployed at the facility at all times of the day. It will be the sole responsibility of Contractor to satisfy the above condition.

14. DAMAGES;

Penalties will be imposed on the Contractor by the CEO/MMLH or Other official of PLIL in the following cases.

14.1 In case the Contractor not being able to install and commission the weigh bridges within 60 days of award of the contract, a lump-sum amount of upto **Rs.5,000/-** would be recovered as damages per each extra day of delay beyond the completion period.

14.2 Similarly after installation of the weighbridge, non performance of the same on account of either a breakdown or a maintenance period extending beyond **4 hours**, PLIL will impose a damages up to **Rs. 2,000/- per day or part there of**.

14.3 PLIL also reserves the right to impose damages of upto **Rs. 5,000/-** for other inappropriate acts which include but are not limited to

- i. Incorrect weighment.
- ii. Attempt to fraud customers.
- iii. Connivance with customers for taking faulty readings.
- iv. Working in violation of instructions given by PLIL Officials.
- v. Recovering charges directly from clients for weighment activity.

14.4 However, on an application by the Contractor, the CEO , may review the penalty levied based on the merits of the case.

15. SAFETY:

15.1 The Contractor shall indemnify PLIL against any violation of safety laws, rules and regulations while carrying out operation as required by the Contractor.

16. **INDEMNITY TO PLIL.**

The contractor shall indemnify PLIL against all losses that arise on account of negligence on the part of the Contractor or his agent. The Contractor is liable to compensate PLIL against any damage, loss or claim or injury to any property or person in the premises of PLIL resulting on account of negligence, misconduct, default or any other commission or omission of the Contractor or his agent or servant/employees.

17. **PAYMENTS**

17.1 The contractor shall prepare and submit bill for each calendar month. The bill shall be submitted in prescribed form/format & supporting documents as decided by PLIL. The format in which the bills should be prepared by the contractor shall be in tune with the format in which PLIL's reports are prepared. This will help to check the bills faster. Payment of the amount claimed will be arranged after necessary checks of the correctness of the claim, deducting all charges/ penalties/ fines/ recoveries due, including TDS and/or any other levies at the prescribed rates. The aforesaid payment of the bills will ordinarily be made within 15 (Fifteen) days of submission. Delay, however, shall neither entitle the contractor to claim interest nor terminate the contract. The work shall in no case be hampered on account of non-payment of bills.

Payment shall be made through cheques. The successful tenderer taking-up the work shall intimate PLIL the person/body in whose favour the cheque for amounts due to him should be drawn.

PLIL will have the right to recover any over payment which might have been made to the contractor by PLIL through inadvertence, error, etc., or any cause whatsoever from his bills and from the Security Deposit or any other amounts due to him. In the event of any such recoveries/adjustments being made from the Security Deposit, the contractor shall at once make good deficiency in the amount of the Security Deposit within 15 days of payment to this effect, failing which PLIL will be at liberty to deduct the said amount from the future bills.

17.2 **TIME LIMIT FOR SUBMISSION OF BILLS**

A claim for the services rendered under this contract shall be made by the contractor to PLIL within **three months** of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in that respect thereof and shall not be entitled to any payment on account thereof.

No claim in respect of under payment to the contractor shall be considered valid or entertained unless a claim in writing is made thereof within three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated three month period, shall be liable to be summarily rejected by PLIL.

17.3. DEDUCTIONS TOWARDS INCOME TAX AT SOURCE

- 17.3.1 Deduction of income at source will be made from the money payable to the contractor on the bills for the work done, in accordance with the provisions of the Income Tax Act 1961 or any statutory modifications of the said Act and a certificate of such deductions will be issued to the Contractor .
- 17.3.2 “Service Tax & Cess/Goods & Services Tax(GST)” – Contractor would register himself with service tax/GST authorities & pay service tax & applicable cess, if any as due to the authorities on regular basis. He will raise & show this amount of service tax/GST & cess, if any separately with his monthly weighment bills raised to PLIL & PLIL will pay alongwith his bills. Service Tax/GST as applicable will be reimbursed to the contractor on submission of detailed workings. The contractor after payment of the service tax to the concerned authorities shall submit the challan to the Terminal Incharge on a month to month basis.

18 ILLEGAL GRATIFICATION:

- 18.1 Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of PLIL or to any person on his or their behalf in relation to the obtaining or the executing of this or any other contract with PLIL shall in addition to any criminal liability the Contractor may incur, entitle PLIL to rescind this contract and all other contract with him. PLIL shall also be entitled to hold the Contractor liable to pay to PLIL any loss/damage resulting from such decision and to recover the amount from any money due to the Contractor in respect of this and all other contracts, between him and PLIL. The Contractor shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of PLIL and, if he shall do so, PLIL shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to PLIL under this clause shall be settled by the Chief Executive Officer PLIL MMLH Ahmedgarh Ludhiana in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.
- 18.2 The Contractor shall forbid and take all possible steps within his power to prevent all labourers and other persons employed by him from demanding or receiving from any person other than the Contractor himself or his agents any remuneration or gratuity whatsoever.
- 18.3 No person who had retired within two years as a Gazetted Officer in executive or administrative duties in any Government service or PLIL shall be the Contractor. The Contractor shall under no circumstances employ the person, who is in the employment of the Government or PLIL for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or PLIL without express sanction in writing of PLIL. The contract is liable for cancellation if the Contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of PLIL.

19. TERMINATION OF CONTRACT AGREEMENT

- 19.1 In the event of unsatisfactory service or any failure at any time on the part of the Contractor to comply with the terms and provisions of this contract to the satisfaction of PLIL administration (who shall be the sole judge and whose decision shall be final), it shall be open to PLIL to terminate this contract by giving **15 days notice** to the Contractor. In the event of such termination of the contract, PLIL shall be entitled to (i) forfeit the Security Deposit as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary and (iii) to recover from the Contractor any extra expenditure that may have been incurred by PLIL in getting the work done and damages which PLIL may sustain as a consequence of such action. The certificate of the PLIL Official and verification of work for the sum payable to the Contractor, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the Contractor.
- 19.2 Besides above, PLIL administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 3 months prior notice in writing of its intention to terminate the agreement. The Contractor, however, shall have no right to terminate the agreement under any circumstances. If he discontinues the work before expiry of the agreement, PLIL Administration will be entitled to get the work done from any other agency at the risk and cost of the Contractor for the remaining period of the agreement.
- 19.3 The termination of the agreement under this clause or any other clause herein contained shall not be deemed to prejudice or affect claim or any right of indemnity which the PLIL Administration may have against the Contractor in respect of any breach of any of the conditions of the agreement herein prior to the termination of the said agreement.
- 19.4 Any notice to be served on the Contractor under this agreement sent to him by registered post to his above mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.

VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED.

Except as otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on PLIL unless and until the same are endorsed or incorporated in a formal instrument.

- 19.5 If at any time, the Contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in the Court of Law, PLIL will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on his account.

20 **PROTOCOLS TO BE MAINTAINED WITH CLIENTS:**

20.1 **Courtesy to Clients:** Contractor and his staff shall deal with clients, in pleasant and courteous manners giving no cause of complaint on this account.

20.2 **Disputes/Differences with Clients:** All disputes/differences if any, with clients pertaining to the weighment process or on any other account shall be mutually and amicably settled by the Contractor directly with client.

In the event, however of such disputes/differences, being check referred to PLIL, the decision of PLIL shall be final and binding on both parties viz. Contractor and Client.

20.3 All the staff manning the weighbridge shall wear Uniform to be prescribed by PLIL Officials. They should also carry the identification cards and name badges while on duty.

21 **ARBITRATION**

21.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words/terms specifications and instructions mentioned in this contract and as per the quality of workmanship or performance or as to any other question/claim/right/matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the weighment of container/ cargoes or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of some other person appointed by the Chief Executive Officer PLIL MMLH Ahmedgarh Ludhiana willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of PLIL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Managing Director/Director PLIL as aforesaid at the time of such transfer, vacation of the office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director/Director PLIL as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

21.1 Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

21.2 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Signature of the Tenderer.....

- 21.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- 21.4 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
- 21.5 The arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the arbitrator shall think proper and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 21.6 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 21.7 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.
- 21.8 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

22 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the Managing Director/Director PLIL shall be issued or taken on his behalf by the Official Incharge of MMLH Ahmedgarh. The Contractor shall furnish to PLIL the names, designation and address of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the Contractor if delivered to them or his authorised representative or left at or posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

23. DEATH OF CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the Contractor or the partners constituting the Contractor’s firm shall vitiate or affect this contract but the Contractor’s heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they sole or original party/parties hereto.

24. Escalation in Rates.

24.1 Revision of rates shall be applicable once in three (03) years . During the revision of rates , the maximum limit of revision is 10% of the prevailing rates. The decision of CEO in this regard shall be final and binding on the tenderer/Contractor.

25. GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the CEO PLIL whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to Managing Director/Director PLIL whose decision will be final and binding.

Chief Executive Officer

**PLIL/MMLH
Ahmedgarh**

All terms and conditions listed from para **1 to 25** along with all sub paras read carefully, understood and accepted.

**Signature of the Bidder
with full name & address and seal**

SCOPE OF WORK

Punjab Logistics Infrastructure Limited

1. PREAMBLE.

Punjab Logistics Infrastructure Limited is operating an Container Depot and PFT at Ahmedgarh . The Terminal handles International and Domestic Traffic in both Inward and Outward directions.

2. SCOPE OF WORK.

2.1 Installation and commissioning of one nos. of brand new Pit-Type Electronic Weigh Bridge (100 MT capacity) on BOT Basis/Model .

The Contractor shall at his own cost procure, install and commission one brand new pit-Type weigh bridge of 100 Ton capacity and dimensions 18 mtr. x 3 mtr. at the nominated location at the MMLH Ahmedgarh . The computer and software system for recording of the data and taking out the print out will also have to be commissioned subsequent to construction of an enclosed shelter at a proximate location of the weigh bridge.

2.2 Weighment of empty trucks, cargoes and containers:

Normally the weighment required to be carried out will constitute of the following types:

a. Weighment of Cargo.

- Weighment of empty trucks/trailers
- Weighment of trucks / trailers loaded with Cargo.

b. Weighment of loaded Containers.

- Weighment of trailers with Empty Container.
- Weighment of trailers with container in loaded state.

It may be noted that this is just an overview of the working to help the tenderer to comprehend the nature of operations. PLIL will be at liberty to alter, append or reduce the weighment requirements as deemed appropriate or as desired by Customs.

2.3 Recording of weighment details and issue of slips:

Each of the weighment of the containers/ cargoes loaded on trailers/ trucks and the empty trailers/ trucks will have to be captured by the computer system that will have to be set up at the nominated locations along side the weigh bridge. This system should be equipped with facilities of inputting/ feeding and getting the print out of each of the weighments along with the relevant details. The analysis of the weighment should also be possible.

It will be the duty of the Contractor to provide for the necessary trained manpower for carrying out the above work.

2.4 Maintenance of weigh bridges:

The maintenance of the weigh bridges will be the sole responsibility of the Contractor. **For this purpose the contractor will have to compulsorily enter into an AMC with the OEM of the weighbridge for both preventive and breakdown maintenance of the weighbridges.** Copy of the contracts so entered into will also have to be furnished to PLIL. The period of maintenance will be decided in consultation with the CEO/PLIL and planned in a manner so as to not affect the normal operation of weighment of containers/ cargoes.

It will be the sole responsibility of the Contractor to design adequate and efficient drainage to prevent flooding of the weigh bridge and its components. Provision of earthing pits for protection from exposure to over currents and voltages arising out of climatic adversities will also be the duty of the Contractor.

2.5 Stamping by the weights and Measures deptt.

It will be the duty of the Contractor to get the weigh bridge duly stamped by the Weights and Measures deptt., every year. Irrespective of the same the Contractor will require to get the verification of the weigh bridges done on demand of PLIL. For purpose of compliance to the above, the Contractor will have to at all time mandatorily possess 100 nos. of 20 kgs. standard weights.

2.6 Attention to inaccuracies of weighment:

Any inaccuracies in the weighment process as pointed out by clients or PLIL will have to be promptly attended to. Failure to do so will warrant the compulsory shutting down of the weigh bridge till rectification of defects and levying of penalty as stipulated vide clause 14 of Section II.

3. VOLUME OF WORK

The successful bidder will be required to do the weighment of container / cargoes for PLIL and its customers as per Public Tariff declared by PLIL. The approximate numbers of weighments per day are shown in table hereunder. This volume of work is only an approximation. The actual workload may be higher or lower. The prospective bidders are advised to visit the MMLH Ahmedgarh and study the operations there. Thereafter, they are expected to make their own estimate of the weighment requirement and then only quote the rates. For any clarification in this respect, they can meet CEO/PLIL on any working day.

ESTIMATED VOLUMES FOR WEIGHMENT

| S.NO. | DESCRIPTION OF WORK | Approximate Volumes Perday |
|--------------|--|-----------------------------------|
| 1 | Weighment of trailer with empty container followed by weighment of loaded container on the same trailer or vice versa. (20ft / 40ft Container) | 10 |
| 4 | Weighment of empty truck (cargo trucks) followed by weighment of same truck loaded with Cargo Weight. | 10 |

NOTE : In rare/any occasions, PLIL Official would request for weighments / re-weighments of certain consignments, in such cases, the Contractor shall carry out the weighment free of cost.

4. SITE FOR WEIGHBRIDGE

The tentative location of weighbridge in MMLH Ahmedgarh will be in the Stacking Yard. Sufficient space for free movement of trailers/trucks is there at this location. However, PLIL may change the location of weighbridge at its discretion any time before the actual installation & commissioning by the successful bidder.

5. The Contractor should display the public tariff for weighments on prominent board of size 4' x 2' and fix it permanently in front of his shelter.

PRICE BID

(To be submitted separately as part of the Price Bid)

Issued to
**The Chief Executive Officer ,
Punjab Logistics Infrastructure Limited/PLIL
VPO Gughrana, Near Ahmedgarh
Ludhiana - 400 001.**

Dear Sir,

**SUB : “TENDER FOR INSTALLATION AND OPERATION OF ONE NO. NEW
PIT-TYPE ELECTRONIC WEIGH BRIDGE (100MT) FOR
WEIGHTMENT AT MMLH/ AHMEDGARH ON BUILD OPERATE AND
TRANSFER (BOT) BASIS / MODEL .**

1. Subject to the conditions given in the tender documents purchased by me in connection with above mentioned contract, I/We hereby submit the offer for Installation and operation of ONE PIT TYPE electronic weigh bridges (100 MT) for weighment at PLIL/Ahmedgarh at the rates specified in the S.O.C. hereunder.
2. **SCHEDULE OF CHARGES (S.O.C)**

| S.NO. | DESCRIPTION OF WORK | UNIT RATE In FIGURES(In Rs.) | UNIT RATE In WORDS (In Rs.) |
|-------|--|------------------------------|-----------------------------|
| 1 | Weighment of trailer with empty container followed by weighment of loaded container on the same trailer or vice versa . (20ft /22 ft /40ft/45ft Container) | | |
| 4 | Weighment of empty truck (cargo trucks) followed by weighment of same truck loaded with cargo. | | |

**NOTE : (i) In rare/any occasions PLIL Official, would request for weighments / re-weighments of certain consignments, in such cases, the Contractor shall carry out the weighment free of cost.
(ii) The above rates shall be quoted excluding service tax . Service tax will be paid extra at applicable rates .**

2. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents and I/We am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

Yours faithfully,

Tenderer's address

Signature of Tenderer's

Telephone numbers

Signature of the Tenderer.....

SPECIMEN OF BANK GUARANTEE

1. In consideration of Punjab Logistics Infrastructure Limited, acting through the Chief Executive Officer, having its registered office at SCO-119-120, Sector-17B, Chandigarh-160017, having agreed to permit [M/s _____] (hereinafter called the said Contractor) to [Name of tender] install 100 MT weighbridge on BOT basis in PLIL [.....] on its behalf on the terms and conditions of the agreement dated [.....]. made between [..... and] on production of a Bank Guarantee for [.....], We [Name of Bank] Bank promise to pay to Punjab Logistics Infrastructure Limited, an amount not exceeding [Rs..... only] against any loss or damages caused to or suffered by the containers or cargo therein or the property of Punjab Logistics Infrastructure Limited, by reason of any failure in the said agreement.

2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Chief Executive Officer, Punjab Logistics Infrastructure Limited, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Punjab Logistics Infrastructure Limited, by reason of any failure of the said contractor to perform the said operations as in the scope of work ,safely without damaging the cargo/containers or any property of Punjab Logistics Infrastructure Limited. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .

3. We [Name of Bank] Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Punjab Logistics Infrastructure Limited, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed, unless a demand or claim under this agreement is made on us in writing on or before four months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

4. Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Punjab Logistics Infrastructure Limited, or until the end of (Period to be specified as per contract condition, including extension period and obligatory period, if any) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Punjab Logistics Infrastructure Limited, within four months from the date of aforesaid agreement.

5. Provided that we [Name of Bank] Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 3 (three) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by PLIL. If the guarantee is not renewed or the period extended on demand, we [Name of Bank] Bank shall pay the Punjab Logistics Infrastructure Limited the full amount of the guarantee on demand and without demur.
6. We [Name of Bank] Bank, further agree with the Punjab Logistics Infrastructure Limited, that the Punjab Logistics Infrastructure Limited, shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said [Name of tender] contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Punjab Logistics Infrastructure Limited, against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of the Punjab Logistics Infrastructure Limited, or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
7. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
8. We [Name of Bank] Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of the Punjab Logistics Infrastructure Limited, in writing.
9. Unless a suit or action to enforce a claim under the guarantee is filed within the period specified in this behalf in the guarantee, the right to enforce a claim under the guarantee shall be forfeited and the Bank would be relieved and discharged from all liability under the guarantee.
10. Notwithstanding anything herein contained, our liability under this guarantee shall:
 - a. be limited to a sum of [Rs.....].
 - b. be completely discharged and all your rights under the guarantee shall stand extinguished if no claim or demand is made upon us in writing and received by us on or before

OFFICER'S SIGNATURE WITH BANK SEAL

DATE