

1. TENDER NOTIFICATION FOR ANNUAL MAINTENANCE, REPAIRS, SERVICES, CALIBRATION, REPLACEMENT OF REQUIRED SPARE PARTS, ITEMS, COMPUTERS, SYSTEMS, SOFTWARES, PRINTERS, UPS, BATTERIES ETC TO LORRY WEIGHBRIDGES .

Online tenders are invited from the reputed licensed holders for Annual maintenance, Repairs, services, calibration Maintenance, replacement of required spare parts, items, software, computer, systems, printer, UPS Battery etc. to lorry weighbridges located across the State of Karnataka. The details of Lorry Weighbridges are as follows:

I. Lorry Weighbridges

S.N	Location of Weigh Bridge	Model & Year	Present position	S.N	Location of Weigh Bridge	Model & Year	Present position
1.	Mandya – I 40 MTs Electronic (pit less type)	Endeavour/2008	Working in good condition	16.	Hassan U-II (Industrial Area) 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2013	Working in good condition
2.	Harihara 40 MTs Electronic (pit less type)	Endeavour/2011	Working in good condition	17.	Mandya – II 60 MTs Electronic(pit less type)	Hyderabad Tulaman/2013	Working in good condition
3.	Gulbarga – II 40 MTs Electronic (pit less type)	Endeavour/2011	Working in good condition	18.	Chitradurga (G.R Halli) 60 MTs Electronic(pit less type)	Hyderabad Tulaman/2013	Working in good condition
4.	Bhalki 40 MTs Electronic (pit less type)	Endeavour/2008	Working in good condition	19.	Chikmagalur 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2013	Working in good condition
5.	Jeewargi 40 MTs Electronic (pit less type)	Endeavour/2008	Working in good condition	20.	Raichur - II 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2013	Working in good condition
6.	Bagalkote 40 MTs Electronic (pit less type)	Endeavour/2011	Working in good condition	21.	Chamarajnaraga 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2013	Working in good condition
7.	Davangere – I 40 MTs Electronic(pit less type)	Endeavour/2011	Working in good condition	22.	Gadag 60 MTs Electronic(pit less type)	Hyderabad Tulaman/2013	Working in good condition
8.	Tumkur – II(Sira gate) 40 MTs Electronic (pit less type)	Essae/2004	Working in good condition	23.	Amargol 20 MTs Electronic (pit type)	Avery/1980	Working in good condition
9.	Mysore – III (Hebbal) 40 MTs Electronic (pit less type)	Essae/2004	Working in good condition	24.	Mysore –II 30 MTs Electronic (pit type)	Avery/1999	Working in good condition
10.	Bidar 40 MTs Electronic (pit less type)	Essae/2007	Working in good condition	25.	Koppal 40 MTs Electronic (pit less type)	Essae/2004	Working in good condition
11.	Chitradurga – I (N.H) 40 MTs Electronic (pit less type)	Essae/2007	Working in good condition	26.	Tumkur –I 40 MTs Electronic (pit type)	Essae/2010	Working in good condition
12.	Shikaripura 40 MTs Electronic (pit less type)	Essae/2004	Working in good condition	27.	Hassan –I (APMC yard) 40 MTs Electronic (pit less type)	Essae/2004	Working in good condition
13.	Bijapur – II 40 MTs Electronic(pit less type)	Essae/2004	Working in good condition	28.	Ranebennur –II 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2014	Working in good condition
14.	Manvi 40 MTs Electronic(pit less type)	Essae/2005	Working in good condition	29.	Bijapur-III 60MTs Electronic(pit less type)	Hyderabad Tulaman/2013	Working in good condition
15.	Bangarpet 40 MTs Electronic(pit less type)	Essae/2004	Working in good condition	30.	Belgaum 60 MTs Electronic (pit less type)	Hyderabad Tulaman/2013	Working in good condition

Test Weights:

Sl.No	TEST WEIGHTS:		
I.	Test Weights	50 Kg– 300 Nos	20 Kg- 1750 Nos.

II Documents to be submitted through online e-procurement portal for acceptance of technical Bid

The Bidder should submit the following documents for acceptance of technical bid through online e-procurement portal

1. The Tenderer should remit EMD amount through online e-procurement portal.
2. The **valid license/ certificate** issued by the Department of Legal Metrology of Karnataka for repairs & services of Lorry Weighbridges at Karnataka.
3. The Valid license/ certificate issued by the department of Legal Metrology of Karnataka for weighbridge manufacture at Karnataka.
OR
Authorization Letter from Lorry Weighbridge manufacture at Karnataka for repairs, supply of required spare parts etc.
4. The copy of **valid license/ certificate** issued by the Department of Karnataka for having the shop of **sales of spare parts** of Lorry Weighbridges in Karnataka.
5. The copy of list for having the technical staff & Mechanics working in the office's at Karnataka to attend repairs & services.
6. The copies of the Annual Maintenance Contract work order issued from any central/state governments, government undertakings/Societies/Boards/corporations.
7. The copies of certificate issued by chartered Accountant for the turnover during the year of 2013-14, 2014 -15 & 2015-16.
8. The copy of Self declaration for not involving in ineligibility for corrupt and fraudulent practices issued by any State Government / Government of India /Union Territory.
9. The Copy of Income tax returns filed for the year from 2013-14, 2014-15 & 2015-16.
10. The Tenderer should submit the copy of cancelled bank cheque leaf for the details of Bank Account & IFSC Code.
11. The Tenderer should submit copy of PAN card.

III TERMS AND CONDITIONS:

- 1) The tenderer shall pay the Earnest Money Deposit (EMD) through online e-Procurement portal only, using any of the payment modes.
- 2) The Tenderer should be pay the Earnest Money Deposit through online e-procurement portal. The tenders without E.M.D will be summarily rejected. E.M.D shall be liable to be forfeited if the tenderer does not fulfill tender conditions. The EMD of unsuccessful tenderer will be refunded after finalisation of the Tender & the EMD of successful tender will be refunded after rate acceptance order issued.
- 3) The Earnest money deposit will be forfeited, if the Tenderer withdraws the Tender after tender opening during the period of tender validity.

- 4) The successful tenderer should furnish a Security Deposit @ 5% of the total value of the work order by way of Demand Draft, drawn in favour of the **"The Managing Director, Karnataka State Warehousing Corporation"**, payable at Bangalore within Seven days from the date of acceptance of work order. The security deposit & EMD amount does not carry any interest. The E.M.D. of the successful tenderer shall not be adjusted towards the security deposit. The security deposit will be refunded only after completion of contract period & if extended, then on expiry of such extended period.
- 5) The Tenderer should submit required documents of technical bid of the tender through online e-procurement portal.
- 6) The Technical Bid & Financial Bid should be submitted through online e-procurement portal on or before last date.
- 7) The Tender should quote total rate at Financial Bid per Lorry weighbridges at e-procurement portal.
- 8) Any old parts, items, system replaced by new/reconditioned part shall become the property of the supplier/contractor accordingly the tenderer should quote the rate in Financial Bid.
- 9) The tenderer should quote the rate at Financial Bid through e-procurement portal per visits of repair services for Annual maintenance, Repairs, services, calibration Maintenance, replacement of required spare parts, software, computer, systems, printer, UPS Battery etc. to lorry weighbridges located across the State of Karnataka inclusive of all taxes, octroi, GST, VAT etc. The L1 tenderer will be called for rate negotiation.
- 10) The tenderer should quote the rate per Lorry Weighbridges per visit located across the state as mentioned in the tender.
- 11) The lowest amount quoted in the tender of financial bid will be considered as L1. Accordingly order will be issued after rate negotiation and such tenderer will be called as contractor/supplier/successful tenderer.
- 12) The rate quoted in the tender per Lorry weighbridge will be considered for all Lorry weighbridges.
- 13) The corporation will make payment as per the rate quoted in the tender per lorry weighbridges per visits of Annual maintenance, Repairs, services.
- 14) It is absolutely essential for the vendor/ bidder to quote the lowest price through online e-procurement portal at the time of making the offer in their own interest, as the Corporation will not enter into any price negotiations, except with the lowest quoting vendor/ bidder (L1), in case of absolute necessity.
- 15) The tenderer should quote the rate in financial bid at e-procurement portal per lorry weighbridges per visit of Repairs, services. The repairs services maintenance, works will be included repairs services maintenance supply of required spare parts, installation, Erection, calibration, electrical or electronic items, Systems, printer, computer, system, software, UPS battery etc inclusive of transportation charges, Labour charges, opening fitting charges, repairs charges etc with inclusive of all taxes, duties, Octroi, VAT, GST Karnataka work contract tax, and other taxes levied or may be levied in future without submission of "C" and "D" or any other similar form prescribed under any relevant act in force.
- 16) The corporation will make payment for actual attended 2 regular visits for all lorry weighbridges once in a 6 months for repair services at the rate quoted in the tender per Lorry weighbridge per visit of Repairs, services.

- 17) The Corporation will not pay any charges other than 2 regular visits of Repairs, services, calibration Maintenance, replacement of required spare parts, software, computer, systems, printer, UPS Battery etc.. But Contractor should attend all breakdown calls received from any Warehouse Manager / Regional Manager within 48 hours without claiming any charges to corporation.
- 18) The corporation will pay for actual 2 visits of repair, services charges once in a six months to contractor. The corporation will not pay any repair, services, calibration charges and any items supplied, replaced at any time during the period of contract.
- 19) The contractor should attend 2 regular visits once in a 6 months for Annual maintenance, Repairs, services, calibration Maintenance, replacement of required spare parts, software, computer, systems, printer, UPS Battery etc.. The Skilled mechanics shall be sent by contractor at any time. The Corporation will not pay any charges other than the 2 regular visits of for Annual maintenance, Repairs, services, calibration Maintenance, replacement of required spare parts, software, computer, systems, printer, UPS Battery etc.. They shall send trained mechanics for overhaul and prepare the weighing equipment for verification and stamping by the Government authorities in accordance with the weights and measures act.
- 20) a) The successful tenders should attend the stamping of the weighbridge & test weights during the contract period whenever it falls due & whenever it is required. The Corporation will be reimburse the stamping fees paid on behalf of the Karnataka State Warehousing Corporation to the Department of Legal Metrology by the contractor, on production of cash receipt and verification certificate issued by the Department of Legal Metrology.
b) The contractor should pay the penalties imposed by department but the corporation will not reimbursement any penalties.
c) The concern Warehouse Manager will be requested through official letter to Department of legal metrology for stamping, verification of Weighbridges & accessories whenever its due OR on or before due date under copy to the contractor.
d) The concern Warehouse Manager will be intimated on or before to legal metrology department for stamping & verification.
- 21) The Warehouse Manager shall request to the legal metrology department and also inform to contractor for repairs, services, weigh variation, calibration, stamping works etc, The contractor should attend the same within 48 hours. The contractor should submit the satisfactory service voucher issued by Warehouse Manager along with his service voucher & bill for payment once in 6 months.
- 22) The Contractor should be attend painting works with Anticorrosive paint on all steel structures of Lorry weighbridges & should also painted to weights while attending first time visit of regular repair, service visit before stamping works. The painting applied for protection against anti corrosion/rust. The contractor should submit the certificate of Warehouse Manager for the painting work attended. The corporation will not pay the painting charges. The painting charges will also included in regular repair service charges rate quoted in the tender.
- 23) The Technical bid & Financial bid will be opened through online e-procurement Portal only, the Financial bid will be opened only whose technical bid are found technically qualified.

- 24) The tenderer should have registered office and for sales of spare parts, repairs, services in Karnataka State, for easy availability of spares and prompt early service to attend Weighbridges and should attend all breaks down calls within 48 hours of the receipt of the complaint from the Warehouse Manager/ Regional Manager.
- 25) The tender signed by a person on behalf of the tenderer other than himself without disclosing his authority to do so, shall not be deemed to be proper tender.
- 26) The tenderer may present or depute their authorised representative to be present at the time of opening tenders if they so desire at their own expenses.
- 27) The tenderer can visit to all locations before rate quoted in the tender at his own cost to know the status and working conditions of the lorry weighbridges.
- 28) The Corporation will not be obliged to meet and have discussions with any vendor/ bidder and /or to entertain any representation which is deemed unfit.
- 29) Downloading of Tender document from Corporation's website and e-procurement website <https://eproc.karnataka.gov.in/>. The tender document is also available for download from the Corporation's website Error! Hyperlink reference not valid. for reference. The documents shall be uploaded at the e- Procurement website <https://eproc.karnataka.gov.in/> / www.kswc.in only. In case of any dispute/discrepancy the physical version of the tender available with the Corporation will be final & binding on all who participate in the tender.
- 30) The contractor shall clean, oil, adjust and otherwise keep and maintain in good working condition of all the Lorry Weighbridges are in use at all the State Warehouses run by Corporation once in 6 months of regular servicing.
- 31) The contractor shall provide the assistance of supervisory and technical staff free of charge whenever required for special consultation.
- 32) The corporation will not pay the charges for supply of required Spare parts, systems, any parts any items of the Lorry weighbridges. The minimum Guarantee/Warranty period will be 01 year for spare parts, systems any parts, any items of the Lorry Weighbridge. The same should be replace/ repair if required during the Guarantee/Warranty period by the contractor at free of cost to corporation.
- 33) The contractor shall attend with authorities of weights and measures whenever verification of weighbridges under this contract is necessary.
- 34) The contractor shall carryout the work connected with servicing and maintenance of Weighbridges at the Warehouses during the working hours of the Warehouses.
- 35) The contractor shall be fully insured from employee's liability and shall maintaining public liability insurance policy with substantial indemnity.
- 36) The contractor shall be solely responsible for personal injury and damage to property caused by their neglect or negligence by their employees.
- 37) The Contractor should borne the charges for Weighbridge to be repaired, attached or detached, Handling & transportation charges to workshop if required.

- 38) The contractor should attend the AMC works for all weighbridges, further be added during the period of contract at the rate approved by K.S.W.C. The Contractor should not claim the AMC for the unserviceable/ defunct / disposed weighbridges during the contract period.
- 39) The contractor should ensure during his repair services visits that no weight variations/weight differences at weighbridges. The tenderer should obtain the certificate from the warehouse manager. The tenderer should maintain the weighbridges as per the standards of weights and measures (General) Act & rules with upto date amendments.
- 40) The contractor during his repair service visits should ensure satisfactory earthing works at Lorry weighbridges for protection of electrical & electronic equipments from any high voltages or voltages fluctuation, Lightning, Thundering, Sounding, Rain, Water etc.
- 41) The contractor should ensure to take format of Weighment ticket & vehicle ticket daily, monthly reports as per the requirements and the softwares provided in the Lorry weighbridges.
- 42) The contractor should maintain satisfactory all electrical & electronic equipments of all weighbridges during his repair services visits.
- 43) The contractor should ensure to take the prints, vehicle wise, commodity wise, depositor wise & also consolidated daily wise & monthly wise reports in the software of the Lorry weighbridges.
- 44) The contractor should repairs, services, calibration, replacement of required spare parts, items, software, computer system, printer, UPS battery etc., fitting of parts freely whenever necessary.
- 45) The contractor shall issue the acknowledgement to the Warehouse Manager on the service voucher for having receipt of the old parts after replacement of new one.
- 46) The 2 visits of Repair & Servicing charges will be pay to the contractor for actual attended i.e, once in a 6 months and on production of servicing vouchers duly signed by the Warehouse Manager. The contractor should attend other than 2 regular visits at free of cost for any repair, services, calibration, replacement of required spare parts, items, software, printer, computer system , UPS battery etc at any visits including 2 visits of repair services etc.,
- 47) The tenderer should be undertake works once in a six months, 2 times repairs, services in a year and also arranging stamping and whenever required, and whenever it falls due. The tenderer should attend inclusive repairs, services, calibration, maintenance, replacement of required spare parts items, software, Computer systems, printer, UPS Battery & inclusive all taxes etc. breakdown calls within 48 hours for machines located.
- 48) The submission of tender shall be taken to signify the acceptance of the terms and conditions stipulated herein.
- 49) Any Travel Allowance, Halting, staying and any other expenses of mechanics and supervisory staff shall borne by tenderer/ contractor.
- 50) There should be no escalation clause in the tender. The successful tenderer shall be required to execute an agreement on non judicial stamp paper of requisite value on the lines given above.
- 51) The corporation will not pay for supply & install any spare parts, items, software, computer systems during AMC period for repair services. The contractor should submit satisfactory working certificate issued by Warehouse Manager along with his bills for payment once in 6 months for repairs, services, calibration, maintenance, replacement of required spare parts items, software, Computer systems, printer, UPS Battery & inclusive all taxes etc.


- 52) The contractor should repair, supply & installed items, system shall be under guarantee/warranty of minimum 01 year from the date of installation.
- 53) The contractor during his visit should ensure the satisfactory of the earth works, electric wiring, & connections are satisfactory. The contractor & the concern Warehouse Manager should certify the same in service bills. If found any problems, variation the same should be attend by the tender/contract.
- 54) The contractor should ensure working satisfactory of Lorry Weighbridges including Load cells, computer system, printer, UPS Battery, Indicator, Electrical connection, electrical & electronic items etc. are working satisfactory and should ensure no weight variation. The contractor & the Warehouse Manager should certify the same.
- 55) The contractor should ensure satisfactory of the Electronic items & Electrical items including load cells, computer system, printer, UPS Battery, Indicator etc will not be disturb from heavy voltages winds, thunder sound, lighting, rain, water etc.
- 56) The contractor should attend all repair works, service, maintenance, calibration, weight variation, Replacement of required spare parts Items, software, computer system, printer, UPS battery etc and stamping works within 48 hours of complaints received from Warehouse Manager/ Regional Manager. The corporation will not pay any extra charges for any repair, services, maintenance, calibration, weight variation, replacement required items, software, computer system, printer, UPS battery etc attended etc. The Corporation will pay 2 regular services, maintenance charges for actual attended.
- 57) The weighbridge calibration should stay for a minimum period of 01 year from the date of installation without need for any readjustments. The contractor should attend the same if required.
- 58) The Weighbridge readings shall not differ by more than one resolution value, when the vehicle is placed on different locations on the weighbridge.
- 59) The contractor if supplied & if installed new Load cells that should be certified to class IP-68 & the load cells shall not be affected by dust, water & hostile atmosphere. These should be provided with lightening protection and it should have 0.02% accuracy. The capacity should be tolerated. The load cells should be hermetically sealed and IP68 (with inbuilt type) protection class. These should be housed in lockable sheet metal box. The overload protection of load cells shall be 200%. The destructive overload protection of load shall be 500%.
- 60) The contractor if supplied & if installed junction box that should be certified to class IP-65, surge arrestors provided, cast aluminum/stainless steel, terminals on PCB mounted inside junction box & glands of entry should be double compression type. Minimum 30 mtrs of Cable along with metal pipe should provide between junction box & cabin. Material test certificate should be furnished.
- 61) The contractor if supplied & if installed new indicator Digital Weight Indicator, that should be state of the art high performance micro processor based Alpha Numeric Weighing system having high internal resolutions, clear and bright seven digit LED display auto zero tracking, tare/gross weight indications, Auto calibration facilities etc. It should be capable of interfacing with the computer for further processing of data as per requirement operating temperature is to be -5 degree centigrade to 50 degree centigrade, response time less than 0.5 seconds, electrical safety IEC-348. And it should have facilities for connecting the printer directly in case computer fails. The indicator must have the protection class of IP 30 & IP 65. The tenderer should furnish the test certificate for indicator.

- 62) The contractor if supplied & if installed new computer & accessories should be; The P.C. of (make HCL/IBM/HP/DELL/ACER) should be of Intel Core-2 Duo Processor or above or more speed equipped with 104 keys "Alpha Numeric" Key Board having memory of minimum 10000 weighthments. Operating temperature range is to be -5 degree centigrade to 50 degree centigrade with memory of minimum 500 GB Hard Disk, 2 GB RAM with Windows 8 Operating System with original licensed software. minimum 21" TFT Colour Monitor, Optical Mouse,, Data protection by Lithium battery for 4.00 Hrs. during power off.
- 63) The contractor if supplied & if installed new Printer that should be (80 Col.) with speed compatible with the Micro Processor, Dot Matrix 80 col. Ticket Printer (make HCL/IBM/HP/DELL/ACER/EPSON) compatible with PC.
- a. The PC shall be supplied with original licensed copy of operating software and Antivirus software integrated 10/100 LAN card, Hard Drive500 GB, Window 8.
 - b. The digitizer as RS-232 porter to link computer and printer.
 - c. The computer holds the software required to operate the weigh bridge on 80 column Dot Matrix Printer is connected to computer to give the printout details as follows:

I. Date	II. Time	III. Serial No.	IV. Vehicle No.
V. Commodity	VI. Party Name	VII. Tare Wt	VIII. Gross weight
IX. Net Wt.			
 - d. The entire record stored in the memory and the summary of the Weighbridge operation can be taken at any time in the following manner.
 - i. Date wise
 - ii. Truck wise
 - iii. Commodity wise
 - iv. Party Wise
 - v. All
 - e. Any number of operators can be assigned to the weigh bridge with their independent with their user name and password thus monitors the operations under each operator separately.
- 64) The KSWC will arrange to supply power to lorry weighbridges. The concerned Warehouse Manager will be sent such request letter to Electricity office for supply of Powers if required.
- 65) The Contractor should ensure to provide software if required for operate Lorry weighbridge, Computer & Printer.
- 66) The contractor if supplied & if install new U.P.S & Batteries that should be of Constant Voltage Stabilizer/ Transformer 2 KVA rating servo transformer with input 140V – 280V and output 220± 5% of reputed and approved make to protect the equipment from voltage variation. The supplied & installed UPS Batteries should have minimum 60 minutes Power Backup.
- 67) The contractor if supplied & if install new jumbo display unit that should be an additional display unit at a suitable place outside the cabin of weighbridge for clear viewing of drivers in day light or in darkness of character size of 100 mm, 7 digit bright, LED type to be provided.

- 68) The Contractor if supplied & if installed the sealing & stamping that should be of load cells as well as that of the total weighing system shall conform to the requirements laid down under "Indian Weights & Measures Act, 1976.
- 69) a. The contractor should ensure for Installation, alignment and adjustment of machinery, electrical work shall be carried out by skilled and experienced machinery fitters at its own risk and responsibilities.
- b. All machinery shall be assembled fitted or mounted in such a manner that all necessary clearance shall be retained.
- c. The contractor shall be responsible for all necessary alignment and adjustment of structure, machinery and equipment to obtain efficient operation of the Equipment.
- d. Errors, omissions and misfits shall not be corrected by burning, except with permission of Corporation.
- 70) In case of failure to provide prompt repair & service, maintenance, calibration, replacement required spare parts items, software, computer system, printer, UPS battery etc of Lorry weighbridges. The corporation will be a liberty to cancel the order at any stage and claim liquidated damages If there is any delay in completion of the assigned work, a penalty will be imposed as decided by Managing Director, KSWC.
- 71) The successful tenderer shall be solely responsible for personal injury to the labours and damage to the property caused by their neglect or negligence by their employee. The contractor should make his own arrangements for un-skilled labourers for erection of machinery and installation & other work at his cost.
- 72) The contractor if supplied provide weighbridge terminal computers software should be user friendly and must have high memory and should be branded P.C/ printer from a reputed HP/ HCL/IBM/HP/DELL/ACER / SAMSUNG Windows companies if required.
- 73) Execution of Contract Agreement: The successful tenderer shall ensure to enter into a formal agreement with the corporation within 7 days of issue of award letter on judicial stamp paper of appropriate value.
- 74) The contractor shall be responsible for securing necessary import license or customs clearance, permit or permits as may be necessary. The Corporation will not make available any foreign exchange or import license for this work. The contract and its operation shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery of equipment/materials, the place of execution of works of place of payment under contract, the contract shall be deemed to have been entered into at Bangalore within the ordinary civil jurisdiction of the Karnataka High Court.
- 75) Address for Communication for successful tenderer is as follows:
The Managing Director, Karnataka State Warehousing Corporation, "Bheeja Bhavana", 4th & 5th Floor, Bellary main road, Hebbal, Bangalore-560 024.
- 76) The Corporation has right to increase or decrease any volumn of work i.e, No. of lorry weighbridges may be entrusted or may not be entrusted.

- 77) All disputes and difference arising during the period of contract whatsoever shall be referred to the decision of the Managing Director, KSWC, Bangalore whose decision shall be final.
- 78) The Technical Bid or Financial Bid will be opened on next working day if any holiday declared on schedule date, the tenders will be opened with out any further notification or intimation.
- 79) The Managing Director Karnataka State Warehousing Corporation have reserves the right to accept or reject any or all the tenderers or reduce or increase the numbers, quantity of items without assigning any reasons.
- 80) In the event of any question, dispute of difference arising in any way out of the contract shall be referred to the sole arbitration of Managing Director, Karnataka State Warehousing Corporation, Bangalore whose decision in the matter shall be final and binding.
- 81) The contract period of the tender will be valid for a period of One year from the date of issue of rate acceptance order if not terminated earlier and it may be extended to another One year if so desired by the Managing Director, KSWC. The decision of Managing Director, K.S.W.C. shall be final and binding by both the parties.
- 82) In the event of default on the part of the tenderer to repair or adjust or do any work as aforesaid to any weighbridges within reasonable time or being required to do so, the Managing Director, Karnataka State Warehousing Corporation shall be entitled to have the work done by some other person, firm or company and tenderer shall be liable for any extra cost and any damage incurred thereby.
- 83) The Managing Director, Karnataka State Warehousing Corporation shall have the right to terminate the contract without notice for breach or non-performance of any of the aforesaid conditions and recover the damages so suffered.
- 84) In case of failure to provide prompt services in respect of the weighbridges repairs services, the corporation will be a liberty to cancel the order at any stage and claim liquidated damages. If there is any delay in the assigned work, a penalty will be imposed as decided by Managing Director, KSWC.
- 85) The successful tenderer fails to do or comply with any terms and conditions of the tender, the Managing Director, KSWC shall have all the right to cancel the tender and call fresh tender. In such case EMD and security deposit furnished by the tenderer shall be forfeited without a prejudice to the other right legally available and call for fresh tender at his risk and cost and the tenderer liable to make good the difference of loss to the corporation.
- 86) The Managing Director of KSWC has right to cancel the work order without assigning any reasons.


MANAGING DIRECTOR
