



Balmer Lawrie & Co. Ltd.

(G & L– Kolkata)

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 24500102, Fax- (033) 2439 2277, E-mail – jaiswal.r@balmerlawrie.com

TENDER ENQUIRY

Tender No. : GLK/TE18/223

Tender Date: 04.10.2018

Tender Due date: 15.10.18 up to 15:00 hrs IST

Dear Sirs,

Sub: Annual Maintenance Contract for Weighing, Filling Machines & Electronic Weigh Bridge.

Sealed offers in a single bid/ envelop, are invited from the competent and experienced vendors in the field with technical and financial capabilities for the subject job as per following table of contents-

1.0.0	General Terms & Conditions	Annexure-A
2.0.0	Undertakings and Obligations of Contractor	Annexure-B
3.0.0	Undertakings and Obligations of BL	Annexure-C
4.0.0	Health, Safety & Environment (HSE) terms & conditions:	Annexure-D
5.0.0	Price Schedule	Annexure-E
6.0 .0	List of weighing scales to be covered under this AMC	Annexure-F

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,

For Balmer Lawrie & Co. Ltd.

R. Jaiswal

Executive (Maintenance)

Encl.: As above



1.0.0 General Terms & Conditions

Annexure-A

1.1.0 Instruction to Tenderers:

- 1.1.1 Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within the due date of the tender.
- 1.1.2 If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days before prior to the date of filling/submission of the Tender.
- 1.1.3 Tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of units etc.
- 1.1.4 Tender must contains any other information / enclosures as may be needed to complete the schedule job in all respect on a separate page/sheet under 'schedule of deviations'.
- 1.1.5 **Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.**
- 1.2.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.3.0 **AMC Duration:** - Initially it will be for one year from **1st November 18 to 31st October 2019**. The AMC will be renewed for next one year (i.e. from **1st November 19 to 31st October 2020**), keeping all the rates & terms unaltered, provided service is found satisfactory by BL. BL fully reserves the right to further 'renew or not' the AMC after the completion of AMC. The job shall be carried out at our works at **P-43, Hide Road Extension, Kolkata-700088** in phase manner as per convenience of BL.
- 1.4.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
 - 1.4.1 In such case of poor performance and production loss caused due to failure of any weighing scale/system, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per breakdown loss or part thereof subject to a maximum of 5.0%.
 - 1.4.2 Any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work-In such case the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.5.0 **Price schedule:** - The price shall be quoted as per specified format given in Annexure-E. The price must be quoted for all the items/head of annexure-E to complete the job in all respect because no escalation in price/value shall be allowed after placement of the order or during the execution of work at site.
- 1.6.0 **Payment terms:** - Payment will be made HALF –YEARLY basis, after satisfactorily completion of required service and submission of bill along with the copies of quarterly service reports (duly certified by BL) as per PO. No advance payment will be made.
- 1.7.0 **Validity of offer:** - The offers shall remain valid for a period of 60 days from the due date of the tender.
- 1.8.0 **Working days & hours:** - All work required to be carried at BL's site, shall be done only during working days between 8:30 am. to 5:00 pm.
- 1.9.0 **Factory Rule:** -Your engineers/ workmen have to abide by the BL factory rules and regulations. Only adult and skilled workmen shall be allowed to work in BL premises.
- 1.10.0 **Make of UNITS:** Tenderer MUST be in a position to Service our Weighing Scales and Filling Machines of various makes, as per list attached in annexure-F.



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- 1.11.0 **Previous experience:** Bidder shall have to submit one AMC PO of min ₹ 1.5 Lakh or two Po of ₹ 0.8 Lakh or three PO of ₹ 0.5 Lakh or more in support of the past experience during last five years.
- 1.12.0 **Number of visit:** Your service engineer/ technician has to visit to our site on mutually agreed date & time once in every QUARTER for each 'units' (covered under this AMC) individually.
- 1.13.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.14 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price (basic) of entire supply/job, **stands lowest** and as below (wherever possible).
- 1.14.1 Provisions for Micro, Small and Medium Enterprises (MSME):**
- a) **Qualification Criterion:** MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- b) **Preference for Price Quotation in tenders:** Participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply up to maximum 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority.” Applicable for item no. 5.7 to 5.9 of annexure-E, Split order or other items are not feasible..
- 1.1.5 **Corrigendum/amendment to tender:** The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis on the website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.



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2.0.0 Undertakings and Obligations of Contractor

Annexure-B

- 2.1.1 Routine corrective / preventive maintenance visits 4 times during the year at quarterly intervals. Thorough overhauling and calibration of the 'units' prior to re-verification and stamping by Inspector of Legal Metrology
- 2.1.2 Attending to breakdown calls within 2 hours and resolving the problems within 24 hours, failing which penalty will be imposed. However, if any spare parts supply is required, then the down time will be allowed for 48 hours.
- 2.1.3 Test weights shall be provided without any rental / transportation charges as and when required.
- 2.1.4 Repair / replacement of the working parts are to be included - excepting that of the structural members and load cells. Equivalent 'unit' will have to be provided without additional charge, in case the existing one becomes unserviceable.
- 2.1.5 **Supply of Spare Parts:** *Vendor shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be born by Balmer Lawrie & Co. Ltd. as per normal purchase procedure on 30 days credit after placement of PO & submission of bill.*
- 2.1.6 Painting of all 'units' has to be carried out by the vendor, once every year.
- 2.1.7 Necessary liaison with the Department of Legal Metrology is to be done on our behalf. You have to provide to and fro conveyances to the Inspector for visiting our Factory site.
- 2.1.8 Providing unskilled assistance and transportation of test weights.
- 2.1.9 Payment of allied expenses to the concerned department for stamping to be made by you.
- 2.1.10 **The govt. calibration fee to be paid on our behalf at the time of calibration and the same shall be reimbursed at actual against production of receipt.**
- 2.1.6 **Emergency call:** You may have also been requiring attending any emergency call (i.e. against break down). NO extra charges will be paid by BL against this. You have to attend such 'break down' call within 4 hrs from its reporting time (even over telephone) to you and to solve the related break down within 24 hrs. In the event of delay in attending these 'break down' call within 24 hrs (as said above) a reduction of Rs.100.00 will attract per day of delay from the respective service bill for the quarter.
- 2.1.7 **Condition of units:** All the related units are in very good / running condition. The tenderer(s) are advised to inspect on their own the related units for ascertaining the exiting conditions of these prior to quoting. It shall be deemed that bidder has carried out the necessary inspection and no revision of price/value shall be allowed after placement of the order or during the period of AMC.
- 2.1.8 **Statutory rules and regulations:** Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**

3.0.0 Undertakings and Obligations of BL

Annexure-C

- 3.1.0 **Power supply:** BL shall provide free one power point within battery limits. Contractor may use an extension cable at this own cost with prior permission of BL.
- 3.2.0 **Storage:** BL shall provide space for storage of equipments, raw material etc. Temporary partition, doors etc if required shall be arranged by the vendor at this own cost.



3.3.0 **Security:** No special security other than normal plant security shall be provided.

4.0.0 Health, Safety & Environment (HSE) terms & conditions:

Annexure-D

4.1.0 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.

4.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**

4.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**

4.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.

4.5.0 The portable tools should be of fiber body, and double insulation.

4.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.

4.7.0 All lifting tools and tackles should have valid test certificate.

4.8.0 Welding machines should have valid test certificate in last 6 months time.

4.9.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -

Hot work permit : For any welding and Gas cutting, grinding works inside the BL premises

Work at Height permit: if any job to be done above 6 ft height

Work at confined Space: if have to work inside the any tank or kettle & duct in the premises.

No person will be allowed to work in the premises without work permit & absence of site supervisor.

4.10.0 **Security & safety of Contractor's persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.

4.11.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.

4.12.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.

4.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning there name, father's name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.

4.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.

4.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.



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- 4.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 4.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.
- 4.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 4.12.8 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 4.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 4.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non-compliance, up to a cumulative limit of three @ 3.0%, 6% and 10 % of Contract against the 1st, 2nd and 3rd noncompliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 noncompliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL



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5.0 Price Schedule

Annexure-E

Company Name:..... Offer No..... Date.....

SL. NO.	Scope of work & Description	Qty.	Unit	Unit / % Rate	Amount
5.1	AMC charges for 0.5 to 30 Kg weighing scales : 8 Nos.	12	Month		
5.2	AMC charges for 50 to 150 Kg weighing scales: 1 Nos.	12	Month		
5.3	AMC charges for 300 to 500 Kg weighing scales: 13 Nos.	12	Month		
5.4	AMC charges for 300 Filling Machine : 2 Nos.	12	Month		
5.5	AMC charges for 3MT to 15 MT Tank Weigher : 6 Nos.	12	Month		
5.6	AMC charges for 50,000 Kg Weighbridge ; 1 No.	12	Month		
5.7	Re-verification charges 10 to 30 Kg weighing scales	3	Nos		
5.8	Re-verification charges 300 Kg weighing scales	5	Nos		
5.9	Re-verification charges 60 MT Weighbridge	1	No.		
5.10	Sub total of service value				
5.11	Add GST [SAC code.....]			@.....%	
5.12	Total Job value				
5.13	Liquidity damage (applicable as per tender)				
5.14	Payment terms (applicable as per tender)				
5.15	Validity of offer (applicable as per tender)				
5.16	Past Experience : Enclosed past PO copy as required as per tender :				Yes/No

Note: 1. The govt. calibration fee to be paid to Legal metrology on our behalf at the time of calibration and the same shall be reimbursed at actual against production of receipt.

Contact Person :

Signature with official stamp



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Contact No. :

6.0 List of weighing scales to be covered under this AMC

Annexure-F

SL	Make	Model No.	Capacity	Unit	Description	Qty.	Location
1	Orion	OP 300	300	Kg	Digital Platform	1	OGP
2	Orion	OP 300	300	Kg	Digital Platform	1	NLGP
3	Orion	BEST 003	300	Kg	Digital Platform	1	ORBP
4	Orion	BEST 003	300	Kg	Digital Platform	1	Bitumen
5	Orion	OP 300	300	Kg	Digital Platform	1	Elder/NLGP
6	Orion	BEST 003	300	Kg	Digital Platform	1	ESTER
7	Orion	BEST 003	300	Kg	Digital Platform	1	STORE
8	Orion	BEST 003	300	Kg	Digital Platform	1	NLGP
9	Orion	BEST 003	300	Kg	Digital Platform	1	LIME-SHADE
10	Avery	H311AL111A	150	Kg	Digital Platform	1	ORBP
11	Orion	OP 30	30	Kg	Trolley Platform	1	GODOWN
12	Orion	OT15	15	Kg	Digital Counter	1	NLGP
13	Orion	OT 06	6	Kg	Table Top	1	NLGP
14	Orion	BEST 003	300	Kg	Digital Platform	1	STORE
15	Avery	1006	1	Kg	SSI Counter	1	Laboratory
16	Avery	A 611W	6	Kg	Digital Counter	1	Laboratory
17	Orion	OP05	5000	Kg	Tank Weigher	1	NLGP
18	Orion	OT 06	6	Kg	Digital Counter	1	OGP SF
19	Orion	OEWS0	50000	Kg	Weighbridge	1	MAIN GATE
20	Orion	OP30	30	Kg	Filling M/c	1	ORBP
21	Orion	OP08	8000	Kg	Tank Weigher	1	Ester
22	Orion	OP300	300	Kg	Digital Platform	3	OGP
23	Orion	OP300	300	Kg	Digital Platform	1	OGP
24	ADPRO	ADP BFM	300	Kg	Digital Platform	1	ORBP
25	Orion	OT01	1	Kg	Digital Platform	1	Laboratory
26	Orion	best	500	Kg	Digital Platform	1	OGP
27	ADPRO	ADP BFM	300	Kg	Digital Platform	1	ORBP
28	Vishay	VT-400	10000	Kg	Tank Weigher	1	ORBP
29	Sartorius	X-Series	10000	Kg	Tank Weigher	1	ESTER
30	Sartorius	X-Series	3000	Kg	Tank Weigher	1	ESTER
31	Sartorius	X-Series	15000	Kg	Tank Weigher	1	ESTER