



ब्रेथवैट एण्ड कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)
BRAITHWAITE & CO LIMITED
(A Government of India Undertaking)

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Tender Enquiry No: BCL/PUR/Weigh Bridge Repair/2017/CW&VW

Dt: 01.11.2017

Sealed Tenders are invited in Two bid system for engagement of contractor for Minor Repairing, adjustment, calibration and examination and stamping of all Weighing machine, Bridges, Dynamometer etc for BCL's – 2 units(Clive Works & Victoria Works) in Kolkata.

The jobs are to be carried out at respective units of BCL. Bidders are requested to visit site and inspect the plants, facilities, concerned machines, specifications of spares etc. and understand the job to be performed before submitting offer. Bidders shall contact Maint. In-charge – CW/VW. No claim shall be entertained afterwards.

(i). Closing of tender Box: 14.30 hrs. on **10.11.17** (ii) Opening of Part-I bid : 15.00 hrs. on **10.11.17**

The offer should comprise of parts as under:

(a) Part-I : Techno-commercial bid . (b) Part-II: Price bid

Both Part – I & part – II shall be inserted separately in two (2) envelopes, being sealed and super-scribed with our Tender No. and Part No. These two envelopes bids shall be put into a 3rd envelope, which should also be sealed & super-scribed with **Tender No, Due Date & Box No.**

Tender will be considered cancelled if the documents required for Part – I (Techno Commercial Bid) & Part – II (Price part) bids are not placed in respective / proper envelopes.

Sealed Tender, addressed to **GM (Co-ordination) , Braithwaite & Co. Ltd., 5, Hide Road, Kolkata – 700 043** may be dropped in our **Tender Box No. 1** (in case of hand delivery) or may be sent by Registered post but must reach us **positively** within **10.11.17 (due date) up to 14.30 hrs.** No offer shall be accepted after closing of the Tender Box in whatsoever mode of receipt.

The techno commercial bid (Part –I) shall be opened on **10.11.17** at 15.00 hrs. Tenderers may depute their authorized representative to be present during opening of the tender. The price bid(s) (Part – II) shall be opened for techno- commercially acceptable bidders only for which opening date and time will be intimated in due course.

Bidders who are not registered with BCL & Bidders quoted through Website Display must submit all credential documents along with their offer in Techno-commercial Bid.

- i) Experience documents for execution of similar job during last 5 (five) years ending on 30.09.17.
- ii) Audited / CA certified Balance Sheet and P/L Account for last 3 (three) years ending on 31.03.2017.
- iii) Copy of Purchase Orders & Completion / Performance Certificates, Trade License, GST Registration certificate .

DESCRIPTION OF WORK

SL. No	Description	Quantity
A.	<u>Detail for Weighing Machine at Clive Works</u>	
1.	AMC of Weigh Scale & Bridges (4 quarters per year) For seven number weighing machines.	8 Qtrs.
2.	AMC of Yota Make Dynamometer –TH30 Capacity: 30MT – Wagon Shop (Once in a year)	Once in a Year for 02 years
3.	AMC of Electronic Weigh Bridge -100MT (4 Quarters per year) Make: Digital Microweigh, Model 2100	8 Qtrs.
B.	<u>Detail for Weighing machine at Victoria Works.</u>	
1.	AMC of Weigh Scale and Bridges (4 quarters per year)	8 Qtrs.

Note: - List of weigh scales , Dynamometer & Electronic Weighing scale for Clive & Victoria Works are given in Annexure –I.

Annexure - I**A: Weighing Machine at Clive Works:**

Sl. No.	Description	Make	Location	Qty.
1	20 kg capacity Salter spring balance SI. No. BA 110	SALTER	General Stores	1 no.
2	20 kg capacity Salter spring balance SI. No. 50T	SALTER	F Canteen	1 no.
3	1000 kg capacity dial counting scale SI. No. B 18686, Type A32	AVERY	Wagon Store	1 no.
4	300 kg capacity Platform Scale, Steel Yard type. SI. No. C63547, Type 3205/AEA	AVERY	Ration Go down	1 no.
5	500 kg capacity Platform scale. SI. No. RPM 30	BHARTI	A Canteen	1 no.
6	500 kg capacity Platform scale. SI. No. 851387	AVERY	General Stores	1 no.
7	20 MT Capacity Steel Type Lorry – Weigh Bridge SI. No. T 96	ATLAS	Gate no. 17	1 no.

Note: Proper adjustment to be carried out during checking in every quarter. Stamping of these 7 numbers weighing scales / machines have to be carried out once in a year.

B: Dynamometer at CW

Sl. No.	Description	Make	Location	Qty.
1	Specification of Dynamometer, Model TH30, Capacity 30 MT, SI. No. W 22099	YOTA	Wagon Shop office	1 no.

Note: Proper adjustment to be carried out during checking in every quarter. Stamping of this machines have to be carried out once in a year.

C: Electronic Weighing scale at CW

Sl. No.	Description	Make	Location	Qty.
1	100 MT capacity electronic weighing scale. Sl. No. 060522970	DIGITAL MICROWWEIGH – 2100	DG Powerhouse	1 no.

Note: Proper adjustment to be carried out during checking in every quarter. Stamping of this machines have to be carried out once in a year.

D: Weighing machine at VW

Sl. No.	Description	Make	Location	Qty.
1	100 kg Dial scale	YOTA	Stores	1 no.

Note: Proper adjustment to be carried out during checking in every quarter. Stamping of this machines have to be carried out once in a year.

SCOPE OF WORK

1. Party has to service / maintain the above mentioned weighing scale & bridges, Dynamometer and Electronic Weighing scale, in proper condition in every quarter of the contract period with trained manpower, tools and tackles.
2. Any minor repair / visibility of scale of each weighing machines under AMC are to be carried out by the party without extra cost.
3. The party has to arrange of their own for stamping of all weighing scale, lorry weighing bridge, dynamometer and 100/50MT Electronic weighing bridge (scale), from the office of controller of Legal Metrology, Govt. of West Bengal, once in every year.
4. Party has to arrange 1/10th of maximum C.I. weight at weighing bridge site or 25MT (1/4th of 100MT) for inspection by the controller of Legal Metrology, Govt. of West Bengal.
5. Any other job associated with repair, arrangement of transport during inspection will be in the scope of contractor.

GENERAL TERMS & CONDITIONS**1) Braithwaite & Co limited reserves the right to:**

- Cancel the tender at any stage.
- Postpone the above-mentioned due date.
- May ask for further clarification / documents during techno commercial scrutiny of bids received.
- BCL shall not be responsible for any delay, loss, damage for bids sent by post.
- BCL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- Canvassing i.e. soliciting favour, seeking advantage etc. in any form is strictly prohibited and any bidder found to have engaged in canvassing shall be liable to have his bid rejected summarily.
- If the bidder deliberately gives any wrong information in his tender to create in circumstance for the acceptance to his bid, Braithwaite reserves the right to reject such application.

- 2) Bidders may visit BCL, Clive Works & meet **Manager (Maintenance) – CW/VW** or **Works Manager (I /C) - CW,VW** for any technical query / clarification related to the tendered jobs & understand the nature of exact jobs clearly to be executed. No further communication shall be entertained afterwards.
- 3) **Earnest Money Deposit (E.M.D.): No E.M D. is required to be submitted for this tender.**
- 4) **Security Deposit :**
 - (a) For due fulfillment of the contractual obligations, the successful bidder shall have to furnish a sum equal to 5% of the contract value towards Security Deposit in the form of Demand Draft / Pay Order drawn in favour of "BRAITHWAITE & CO. LTD.", payable at Kolkata or a Bank Guarantee (as per format provided by BCL) within 15 days from the date of issue of the Purchase Order. In case of submission of BG towards Security Deposit, BG shall cover the desired validity plus 03 months claim period.
 - (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill.
 - (c) Security Deposit may be waived for SSI, NSIC, MSME registered bidders and PSUs.
 - (d) Security Deposit will be returned only on completion of obligations under the contract.
- 5) **Performance Guarantee:**

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value as per format to be provided by BCL after placement of order. The Performance Bank Guarantee shall have to be submitted before receipt of first payment. The Performance Bank Guarantee shall remain valid till completion of obligations under the contract.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case.
- 6) While submitting request for release of Security Deposit / PBG after completion of awarded job, contractor shall submit necessary SD / PBG details, P.O details and execution details as per requirement of BCL.
- 7) **Validity:** Offer shall remain valid for a period of 90 days from the date of opening of this tender.
- 8) The entire jobs are to be carried out at Clive Works & Victoria Works and under the supervision and instruction of Maintenance In-charge – CW/VW or his any authorized representative.
- 9) **Statutory Obligations:**

The contractor will have to comply with all statutory responsibilities in regard to the Contract labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Rules, 1970, E.S.I. Act Scheme, Minimum Wages Act & Rules as fixed by Govt. time to time, P.F. Act, 1952, Pension Act and allied scheme, Payment under Bonus Act, To contribute as per Provident Fund Act, 1952. E.S.I. Scheme Act and Scheme & Minimum Wage Act & Rules as fixed by Govt. time to time. The bidder should also have GST, PF & ESI registration. Copies of the same are to be enclosed with Techno-commercial Bid.
- 10) **Liquidated Damages:**

Timely execution of the job and maintaining the delivery schedule is the essence of the contract. The job will have to be completed as per the delivery date mentioned in the Purchase Order. In case of non-execution of the job as per delivery schedule, the LD clause will be imposed @ 0.5% per week subject to maximum 10% of the order value.

11) **Risk Purchase:**

In the event of failure or delayed execution within the reasonable period, the order may be cancelled and the purchaser reserves the right to get the job done by other Agency / Agencies on Risk Purchase basis and shall recover the extra cost thereof, if incurred from the contractor. BCL reserve the right to forfeit the Security Deposit/PBG also of the defaulting firm.

12) **Arbitration:**

All questions, disputes or difference whatsoever shall arise between the purchaser and the supplier upon or in relation to or in connection with the contract either may forthwith give to the notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator who shall be the Chairman & Managing Director of BCL and he shall have the right and authority to appoint any Officer of the Company as Arbitrator not below the rank of a General Manager who is not directly connected with the Purchase Order.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and Conciliation Act, 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Courts at Kolkata.

- 13) **Payment:** 100 % payment with a credit period of 30 days from the date of submission of bills alongwith relevant documents duly certified by In-charge Maintenance- CW/VW.

Common Notes regarding GST :

All Challans, Invoices shall be in the form specified by GST Authority.

HSN/HAC Code shall have to be mentioned.

BCL reserves the right to keep the payment of GST amount on hold till receipt of Input tax credit by BCL is ensured. In case of non-compliance, regarding documentation/monthly return to ensure availing input tax credit (ITC) by BCL, BCL also reserves the right to deduct the resultant amount.

- 14) Quoted rate(s) should remain firm up to end of the contract period. No price variation whatsoever will be entertained afterwards till completion / full execution of the contract.
- 15) Quantity Variation: Order quantity/value/period may vary \pm 30% at the same rate, terms & conditions depending upon requirement of BCL.
- 16) Repeat Order: BCL also reserves the right to place repeat order for maximum 75% of original order quantity/value/period at the same rate & terms of original order for which acceptance of the same from the contractor shall be taken prior to placement of such repeat order.
- 17) **Evaluation of lowest bid:**
Evaluation shall be done separately for each unit CW & VW for AMC charges including Repairing, adjustment, calibration and Examination, stamping of all weighing machines, bridges, dynamometer etc. for CW & VW with lowest total value received from the bidder(s), excluding GST as per price bid format. Bidders can quote for all the two units or for separate units as per price bid format. Order will be issued separately unit wise.
- 18) An unconditional acceptance of all notes, terms & conditions of the tender must be given along with Part-I offer. (Techno Commercial Bid)

PRICE BID (PART – II)

- i. Price Bid Part shall be opened only if Part –I is qualified.
- ii. This part should be free from any condition.
- iii. Unquoted price bid (without price) must be given along with part-I offer.
- iv. No correction, alteration, over writing etc. will be allowed.
- v. Price Bid without signature shall be considered as cancelled.
- vi. Rate(s) quoted must be written both in figures & words, in case of difference, the rate quoted in words shall be considered.
- vii. The bidder shall submit rates as per following formats.

Price Bid Format:**For Clive Works**

SL. No	Descriptions	Qty	AMC Rate / Qtr./year (Excluding GST)	Total AMC Value (Excluding GST)
1.	AMC of Weigh Scale & bridges for 7 nos. weighing machines	8 Qtrs in 02 years		
2.	AMC of Yota Make Dynamometer – TH30 Capacity: 30MT (1 No.) at Wagon Shop	Once in a year for two years		
3.	AMC of Electronic Weigh Bridge – 100MT (1 No.) Make: Digital Microweigh Model: 2100	8 Qtrs in 02 years		
Total For Clive Works				

For Victoria Works

SL. No	Descriptions	Qty	AMC Rate / Qtr. (Excluding GST)	Total AMC value (Excluding GST)
1.	AMC of weigh scale and Bridge (1 no.)	8 Qtrs in 02 years		
Total For Victoria Works				

Note : GST rate to be mentioned in the offer.

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Braithwaite & Co. Ltd