

3. TENDER NOTIFICATION FOR ANNUAL MAINTENANCE, REPAIRS, SERVICES, CALIBRATION, REPLACEMENT OF REQUIRED SPARE PARTS ETC TO PLATFORM SCALES.

Online tenders are invited from the reputed licensed holderers for **Annual maintenance, Repairs, services, calibration, replacement of required spare parts, etc** to Platform Scales located across the State of Karnataka. The details of Platform Scales are as follows:

Platform Scales:

SL.No	Model/Make	Capacity in Nos
1.	3205/ABA 115/Tula 300 Kgs	103
2.	3901/AAG 300 Kgs	09
3.	Bell Make Mach 300 Kgs	30
4.	3205/ABA 500 Kgs	09
5.	3205/ABA, 115/Tula 1000 Kgs	21
6.	115/DS (Dial Type) 1000 Kgs	06
7.	ELECTRONIC Platform Scales 300 Kgs capacities Bell Make	49
8.	Mechanical Platform Scales 300 Kgs capacities	06
9.	Beam Scales	05
	Total	238

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 Platform Scales at Karnataka.
3. The Valid license/ certificate issued by the department of Legal Metrology of Karnataka for Platform Scales manufacture at Karnataka.
OR
Authorization Letter from Platform scales manufacture at Karnataka for repairs, supply of required spare parts etc.
4. The copies of the Annual Maintenance Contract work order issued from any central/state governments, government undertakings/Societies/Boards/corporations.
5. The copies of certificate issued by chartered Accountant for the turnover during the year of 2013-14, 2014 -15 & 2015-16
6. 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.
7. The Copy of Income tax returns filed for the year from 2013-14, 2014-15 & 2015-16.

8. The Tenderer should submit the copy of cancelled bank cheque leaf for the details of Bank Account & IFSC Code.

9. 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 extend, 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 Platform Scales 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 etc. to Platform Scales located across the State of Karnataka inclusive of all taxes, octri, GST, VAT etc. The L1 tenderer will be called for rate negotiation.
- 10) The tenderer should quote the rate per Platform Scales per visit per platform scale 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 Platform Scales will be considered for all Platform Scales.

- 13) The corporation will make payment as per the rate quoted in the tender per Platform Scales 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 Platform Scales 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, 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 Platform Scales once in a 6 months for repair services.
- 17) The Corporation will not pay any charges other than 2 regular visits of Repairs, services, calibration Maintenance, replacement of required spare parts, etc..
- 18) The Contractor should attend all breakdown calls received from any Warehouse Manager / Regional Manager within 48 hours without claiming any charges to corporation.
- 19) The corporation will pay for actual 2 visits of repair, services charges once in 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.
- 20) The contractor should attend 2 regular visits once in a 6 months for Annual maintenance, Repairs, services, calibration Maintenance, replacement of required spare parts 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 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.
- 21)
 - a) The successful tenders should attend the stamping of the Platform Scales & 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 Platform Scales & 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.

- 22) 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.
- 23) The Contractor should be attend painting works on all steel structures of Platform Scales & 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.
- 24) 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.
- 25) 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 Platform Scales and should attend all breaks down calls within 48 hours of the receipt of the complaint from the Warehouse Manager/ Regional Manager.
- 26) 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.
- 27) 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.
- 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 Platform Scales 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, any parts any items of the Platform Scales. The minimum Guarantee/Warranty period will be 01 year for spare parts. 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 Platform Scales under this contract is necessary.
- 34) The contractor shall carryout the work connected with servicing and maintenance of Platform Scales 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 Platform Scales to be repaired, attached or detached, Handling & transportation charges to workshop if required.
- 38) The contractor should attend the AMC works for good working conditions of Platform Scales, 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 platform scales during the contract period.
- 39) The contractor should ensure during his repair services visits that no weight variations/weight differences at Platform Scales. The tenderer should obtain the certificate from the warehouse manager. The tenderer should maintain the Platform Scales as per the standards of weights and measures (General) Act & rules with upto date amendments.
- 40) The contractor should repairs, services, calibration, replacement of required spare parts freely whenever necessary.
- 41) 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.
- 42) 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 etc at any visits including 2 visits of repair services etc.,
- 43) 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, inclusive all taxes etc. breakdown calls within 48 hours.
- 44) The submission of tender shall be taken to signify the acceptance of the terms and conditions stipulated herein.
- 45) Any Travel Allowance, Halting, staying and any other expenses of mechanics and supervisory staff shall borne by tenderer/ contractor.
- 46) 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.
- 47) The corporation will not pay for supply & install any spare parts, items during AMC period for repair services. The contractor should submit satisfactory working certificate issued by Warehouse Manager along with his bills for payment.
- 48) The contractor should attend all repair works, service, maintenance, calibration, weight variation, Replacement of required spare parts Items 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 etc attended etc. The Corporation will pay 2 regular services, maintenance charges for actual attended.

- 49) The Platform Scale 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.
- 50) The Platform Scales readings shall not differ by more than one resolution value, when the vehicle is placed on different locations on the Platform Scales.
- 51) 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.
- 52) In case of failure to provide prompt repair & service, maintenance, calibration, replacement required spare parts items, etc of Platform Scales. 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.
- 53) 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.
- 54) 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.
- 55) 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.
- 56) 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.**
- 57) The Corporation has right to increase or decrease any volumn of work i.e, No. of Platform Scales may be entrusted or may not be entrusted.
- 58) 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.

- 59) 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.
- 60) 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.
- 61) 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.
- 62) 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.
- 63) In the event of default on the part of the tenderer to repair or adjust or do any work as aforesaid to any platform scales 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.
- 64) 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.
- 65) In case of failure to provide prompt services in respect of the Platform Scales 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.
- 66) 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.
- 67) 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 E.M.D and security deposit furnished by the tenderer shall be forfeited the tenderer/contractor shall liable to make good the difference or loss to the Corporation.
- 68) The Managing Director of KSWC has right to cancel the work order without assigning any reasons.


MANAGING DIRECTOR

