



BALMER LAWRIE & CO. LTD.
Container Freight Station
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CINL15492WB1924GOI004835

TENDER NO: CFS-KOL/RHR/CFS-Sweeping/16-17
TECHNICAL / COMMERCIAL BID

Tender Document for

[PROVIDING GENERAL HOUSEKEEPING SERVICES FOR CFS KOLKATA]

DUE DATE & TIME: [06/04/2017 at 15:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” for undertaking the subject contract for **Providing General Housekeeping Services For CFS Kolkata.**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
P-3/1, TRANSPORT DEPOT ROAD, KOLKATA-700088**

S. No	Description	Details
1	Name of Work	<i>Providing general housekeeping services for CFS Kolkata</i>
2	Tender No	CFS-KOL/RHR/CFS-Sweeping/16-17
3	Validity Of Offer	120 days from the due date of submission of the tender.
4	Contract Period	One Year.
5	Tender Fee	NIL
6	EMD	Rs.25000.00
7	Downloading / Submission of Tender :	
	a. Starts on	27.03.2017
	b. Closes on	06.04.2017

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. Service Tax Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which

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- have been submitted with the e-tender towards proof of their qualification/fulfilment of the eligibility criteria
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
 - c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
 - d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
 - e. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated
 - f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay and submit an interest free EMD of Rs.25,000/- (**Rupees Twenty Five Thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Kolkata]**. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD, SCT/ST Category having MSMED/NSIC certificate should specifically mention and valid copies of the same should be submitted along with Tender document.** Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS and 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before you call to helpdesk. This will help them serve you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
2. Mr.Tirtha Das	tirtha.das@c1india.com	+91-9163254290
3. Mr.Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-02266865633
4. Mr.Ujjal Mitra	Ujjal.mitra@c1india.com	+91-8986678058

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document is detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

- 1] **Daily Work**
 - Ensure that the entire yard are maintained properly by Sweeping, cleaning and sprinkling of water which would also cover the main entrance [Gate No. 1] , Canteen area , reefer point sides towards link road gate, Bienco Lawrie side, Gate No. 2, 3 & Gate-4 and upto Wagon Entry/Exit Gates and railway yard at CFS.
 - All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, thermocols, etc are to be properly disposed outside yard premises. None of such wastes generated in the yard shall be allowed to slip into drains.
- 2] Weekly cleaning of all warehouses, temporary sheds ,Equipment Maintenance Room & adjoining area and area around Diesel dispensing unit near main gate, all High Mast & Watch Tower surroundings.
- 3] Fortnightly : All yard bushes and under growth cutting along the boundary wall of entire CFS premises.
- 4] Removal of cleaning garbage and bush/grass cutting to the nominated place outside CFS gate on daily basis.
- 5] Ensure adherence to all safety norms.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary operations as and when required and as instructed by the Company officials. In case any deviation or lack of performance is reported, the vendor may be penalized after 1st warning. Penalty towards any incident after 1st warning would be Rs.250/- for 2nd warning and Rs.500/- for every subsequent warnings for that instance.

TERMS & CONDITIONS:

[A] Deployment Of Manpower & Working Hours

The workmen of the contractor should abide by the rules and regulations of the company and should wear the protective cloths like safety jacket, Helmet, safety shoes etc whenever required which are to be provided by the contractor failing which the Company will take disciplinary action against the contractor. Contractor's workmen would not be allowed to work without helmet and jacket.

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

It will be the duty of the Contractor to engage suitable Managers, Supervisors etc at his own cost for carrying out/supervising the work.

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.

The working hours is from 08-00 am to 04-00 pm. It may be stated that sweeping and sprinkling water job will be done on six days in a week [Monday to Saturday] and Sunday will be treated as off day.

[B] Deployment Of Equipments

The Contractor will be required to bring own cleaning tools/equipment such as broomsticks, phenyls, soaps or sickle and other accessories in connection with cleaning, sweeping and cutting etc. In the event of the Company determining that the tools/equipments are less, the contractor will be required to deploy additional tools/equipments as directed by the company without any additional cost to BL.

[C] It shall be responsibility of the contractor to ensure that he conforms to the various provisions of numerous statutory Acts as indicated below wherever applicable in respect of contact labour to be engaged by him. He shall also indemnify the Company against all

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losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property/company employees whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder which are relevant and applicable in the context

:

- Contract Labour (Regulations & Abolitions) Act 1970
- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Employees' Compensation Act 1923
- Payment of Bonus Act 1965

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

a) Payment of Interest Free EMD of Rs. **[25,000.00/-]** Parties with Valid MSMED/ NSIC Certificates is exempted from EMD

b) Experience in having carried out similar work at a CFS/other Open Yard (minimum 15 acres)/ railway yard/ other common places like railway stations , big public hospitals with atleast 300 beds, Large Office premises etc cleaning experience for a minimum of period of 2 years as on 31.03.2017.]. Relevant copy of W.O./Certificate by client to be attached.

[The Company may carry out an assessment of the capability and quality of services being provided by the bidder based on availability of bidder's infrastructure and also feedback from the concerned Customers/Trade]

c) Minimum average turnover of Rs.7 Lacs per financial year during last three years. (IT Return/Balance Sheet-P&L report/CA certificate to be submitted in this regard)

d) PF and ESI Registration (copy to be attached).

e) Vendor must have office facility at Kolkata (Document to be attached)

f) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them

2. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

[A] Technical / Commercial Bid [Unpriced]
and

[B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder. However, Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 4.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender

6. Price Variation & Validity Period of Offer.

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6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour till the validity of the contract period.

6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the due date of submission of the tender.

7. Notification Of Award

Prior to the expiration of the period of Bid validity, BL will place purchase / work order or letter of intent on the successful bidder(s).

8. Contract Period

The contract will be for a period of One(1) year. If the successful vendor is new to BL, then the contract shall be awarded for a trial period of three months which on satisfactory performance shall be extended for the balance period of 9 months . Further , the contract may be extended on mutual agreement for another period of one year on the same terms & conditions. .

9. Security Deposit / EMD

For successful vendor the EMD, shall be converted into Security Deposit and the same shall be released after expiry of the contract period.

10. Payment Terms

Payment will be made on monthly basis within 15 working days of submission of bills with all relevant supporting documents after making statutory deduction and other deductions for absenteeism of the workmen of the contractor for doing the subject work.

11. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor/successful bidder.

12. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings, damages, cost/ charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to

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all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new technology/ procedure etc for carrying out its tasks efficiently and effectively and for serving its customers better..

13. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

14. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

15. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No RHR/CFS-Sweeping/16-17 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – I

PARTICULARS OF THE TENDERER’S ORGANISATION

S. No	Description	Tenderers Details		
1	Name of the Tenderer			
2	Address of the Registered Office			
	Telephone No:	Fax No:	Mobile No.	E.mail ID:
3	Address of the branch / office quoting against the Tender			
4	Year of commencement of business			
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.			
6	Registration No. (Under companies Act)			
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded			
8	Income Tax PAN no.			
9	Whether copy of PAN enclosed			
10	Whether copy of latest Income Tax Return uploaded/submitted			
11	Service Tax Registration. No.			
12	Whether copy of Service Tax Registration certificate Uploaded			
13	Name of the Banker			
14	Whether registration under MSEME act			
15	In case registered under MSME provide registration number and copy of registration certificate.			
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.			

PRICE BID

Sl. No.	Job Description	Qty	Unit	Rate	Amount
1	<p>Monthly Service charge for sweeping, cleaning and clearing all dust, rubbish and unusable-cum-non sellable wastes generated in the entire yard and godowns at daily/periodic intervals as detailed in the scope of work mentioned above. Cost would include all labour , supervisor etc as required to accomplish the job as per Scope of Work.</p> <p>Cost to include Service charges of tools/ equipment and accessories as required.</p>	15.5	Acre		
2.	<p>Any Other Tax/Duty [Please Mention_____]</p>		@_____%		

Total Amount in words: Rupees _____)

Place :

Signature of Tenderer :

Date :

Name & Address :