



**BALMER LAWRIE & CO. LTD.**

CONTAINER FREIGHT STATION

[P-3/1, Transport Depot Road , Kolkata-700088.

Phone No 24506811 /24506816, Fax No. 24498355

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CIN - L15492WB1924GOI004835

e- TENDER NO: BL-CFS-KOL/AMC RAIL TRACK/19-21

DATED: 04.06.2019

**TECHNICAL / COMMERCIAL BID**

**TECHNO- COMMERCIAL BID : PART – I**

**TENDER FOR AMC FOR RAIL TRACKS LAID INSIDE  
CFS AND OUT SIDE UPTO POINTS & CROSSINGS AT  
TWO ENDS AT CFS,KOLKATA- 88**

**DUE DATE : 14/06/2019**

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### **NOTICE INVITING E-TENDER**

On line bids in TWO BID System are invited from the reputed and experienced Vendors , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions" , for undertaking the subject contract for **AMC OF ENTIRE RAIL TRACKS OF ABOUT 700MTRS LONG LAID INSIDE CFS AND OUTSIDE ALSO UPTO POINTS AND CROSSINGS P-3/1 TRANSPORT DEPOT ROAD, Kolkata-700088**

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 bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b>AMC OF ENTIRE RAIL TRACKS OF ABOUT 700MTRS LONG LAID INSIDE CFS AND OUTSIDE ALSO UPTO POINTS AND CROSSINGS P-3/1 TRANSPORT DEPOT ROAD, Kolkata-700088</b>
2	Tender No	<b>e- TENDER NO: CFS-KOL/AMC RAIL TRACK/19-21</b>
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	<b>2 years</b>
5	EMD	<b>Rs.10,000.00</b> [MSME/ NSIC vendors are exempted on submission of Certificate]
6	Downloading / Submission of Tender :	
	a. Starts on	<b>04.06.2019</b>
	b. Closes on	<b>14.06.2019</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

#### **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 companies/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. GST 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
- f. Certificate from bankers about financial soundness.

## 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 have been submitted with the e-tender towards ascertaining their qualification.
- 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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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 submit an interest free EMD of Rs. **10,000/- (Rupees Ten Thousand only)** by Demand Draft/Pay Order at our above address. In case of MSMED / NSIC vendors Certificate of MSME (under micro & small category) / NSIC must be submitted in hard copy for considering their exemption from EMD. ) **MSME (under micro & small category) vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.** The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) 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.

BalmerLawrie & 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 are 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.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST			
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
OFF HOURS & HOLIDAY SUPPORT			
Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.			
Please email your issues before your call helpdesk. This will help us serving you better.			
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers			
		Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001	
		Balmer Lawrie e-Tendering Support Staff:	
<b>Nodal officer [For Escalation]:</b>  <b>C1 India</b>  Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- <a href="mailto:ritabrata[at]chakraborty[at]c1india[dot]com">ritabrata[at]chakraborty[at]c1india[dot]com</a>	<b>Name</b>	<b>E-mails</b>	<b>Phone Numbers</b>
	1. Mr. Tuhin Ghosh	<a href="mailto:tuhin[dot]ghosh[at]c1india[dot]com">tuhin[dot]ghosh[at]c1india[dot]com</a>	+91-8981165071
	2. Mr. Tirtha Das	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
	3. Mr. Ravi Gaiwal	<a href="mailto:ravi[dot]gaiwal[at]c1india[dot]com">ravi[dot]gaiwal[at]c1india[dot]com</a>	+91-022-66865633
	4. Mr. Ujjal Mitra	<a href="mailto:ujjal[dot]mitra[at]c1india[dot]com">ujjal[dot]mitra[at]c1india[dot]com</a>	+91-8986678058
close			

## 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 bids will be accepted physically or by post.
- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to 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.

"Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation."

### **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 on his own in their offers will not be binding on BalmerLawrie.
- 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 BalmerLawrie

## **SCOPE OF WORK**

The Scope of work of this tender consists of undertaking the job for maintenance – services of the Rail Track of about 700Mtrs long laid inside and outside of CFS upto points & crossing at both side, as per BOQ, providing all tools, gauges , Equipments & machinery, labour etc. as required for services for Part-B of BOQ and besides would also include painting materials etc for the Part-A of the BOQ , at our Container Freight Station, complying all Terms & Conditions of the contract including special condition of contract, technical specifications, Priced schedule and elsewhere mentioned in this tender.

The successful tenderer shall have to undertake the following work

- I. The Scope of work of this tender consists of undertaking the job for maintenance –services of the Rail Track of about 700Mtrs long laid inside and outside of CFS upto points & crossing to Kolkata Port Trust Railway System on two sides.
- II. Jobs are to be carried out primarily as per BOQ and providing all tools, gauges , equipments & machinery, labour, painting materials etc. as required for services at our Container Freight Station, Kolkata, complying with all Terms & Conditions of the contract mentioned in this tender.
- III. Besides the Schedule works as described in BOQ of the tender, any break-down call has to be attended by AMC contractor by next day and in exigency within 4 hours of notice/intimation to them .
- IV . This contract would cover Replacement of all broken/damaged/missing ERC, Metal Liners, Rubber Grooved Pad, Fish Plate etc. as required through out the contract period for which no separate payment shall be made.(Materials however, shall be provided by BL)
- V. The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract and execution of the work. The costs of visiting the site shall be at the Tenderer's own expense.

### **SAFETY CLAUSE**

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated

electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.

b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.

d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

### **List of safety violations and penalty clause for the same**

#### **B. The list of safety violations have been classified in the following categories :**

Category	Details of Violation
Minor	Annexure-1
Subsequent-Minor	Annexure-1
Major	Annexure-2
Subsequent-Major	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

#### **C. The penal actions for different types of violations will be as under :**

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower.  ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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**MODE OF DEDUCTION OF PENALTY**

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1<sup>st</sup> violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

**CASE - I****MINOR VIOLATIONS**

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydracmac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel

28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding )violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

## **CASE – 2**

### **MAJOR VIOLATIONS**

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition



## **GENERAL TERMS AND CONDITIONS**

### **01. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs. 10,000 ( In case of MSMED /NSIC vendors , a photo of Certificate of MSME(under micro & small category) / NSIC must be submitted for considering their exemption from EMD.)
- b) Have registration with PF & ESI Authority and submit documentary evidence of the same.

- c) Have credential of doing Rail Track Maintenance Services or Rail Track Laying & allied services by themselves or their associates for any reputed organization or Railway Authority, copy of Work Order to be provided.
- d) Should have minimum Average Financial Turnover of Rs. 6.0 Lakhs per year during the last 3 financial years ending with March 2018 (Proof to be attached).
- e) The Bidder must have GST registration (Proof to be attached)
- f) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required)

## 2. Submission Of Online Bids

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

**Price bid shall be opened after opening and processing of the Technical / Commercial Bids.**

## 4 Acceptance of offers

- 4.1 BalmerLawrie 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 BalmerLawrie at any stage.
- 4.3 BalmerLawrie 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
- 4.4 BalmerLawrie 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 will be rejected.
- 4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

## **5.0 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.

## **6.0 Price Variation/Validity**

- 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 cost 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 date of opening the price Bid.

## **7.0 SITE VISIT.**

The Tenderer, at the Tenderer's own cost/responsibility is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for execution of the work.

## **8.0. Notification of Award**

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

## **9.0 Power**

Power for general lighting or welding/ cutting etc. as may be required for the work shall be provided by the company(i.e Balmer Lawrie).

## **10. EMD/SECURITY DEPOSIT**

Bidders are required to deposit an EMD of Rs.10,000/- along with the requisite physical documents prior to due date & time of the tender in the form of DD or pay order. Any bid without EMD shall be summarily rejected. However, NSIC/MSME (under micro & small category) bidders are exempted from submission of EMD. For unsuccessful bidders the amount shall be refunded after finalization of the contract. However, EMD as deposited by the successful bidder shall be converted into Security Deposit and shall be retained by us till the completion of the contract. **In addition, the successful bidder has to deposit interest free security deposit of Rs 26000 by way of PO/DD which will be retained till completion of contract.**

## **11. Contract Period**

**Part-A** of the BOQ shall be completed within 60 days issue of Work Order or handing over of site for its execution.

**Part-B** of the Contract shall be for a period of Two years from the date of LOI/Work Order.

## 12. Payment Terms

12.01 Payment for **Part-A** of the price bid shall be made within 15 days of submission of bill after completion of the job.

12.02 Payment for **Part-B** :

Bill may be submitted on half yearly basis after completion of preceding half year period. And payment for this part of contract shall be made within 15 days of submission of the bills. Appropriate tax [if applicable] like Income tax, Works contract tax and statutory charges, if any will be deducted from the bills as per statutory regulations.

## 13. RATE & TAXES FOR CONTRACT

Basic Rates to be quoted as per Price Bid Schedule attached. Rates quoted shall be on per year basis inclusive of all duties & charges except for GST which shall be paid by BL extra as applicable and as per Govt. norms from time to time. The rate should be kept firm during the two years of contract period. Hence, **BL shall evaluate contract value based on quoted value for Part-A of BOQ and two times total value quoted for Part-B of BOQ.**

## 14. Liquidated Damage

(i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the NIT, He may request the owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay / breach.

(ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

## 15. Performance Guarantee & Warranty

The Contractor will repair and/or replace all defective works, parts, components / fittings, accessories etc. which are notified to him in writing within the Defect Liability Period. Such defective parts, components, fittings, accessories etc. should be promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or rejected.

## 16. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/**she** has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

## 17.00 INSURANCE

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

### (i) Workmen's Compensation and Employees' Liability Insurance:

Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

**(ii) Contractors All Risk Insurance:**

Contractor shall take out an All Risk Insurance policy in the Joint names of the Owner and the Contractor (owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value together with the material for incorporation in the work. Such insurance shall be in such a manner that Owner and the Contractor are covered from the date of commencement of work.

**18. 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.

**19. Service Report**

Vendor shall prepare service report or Service Log Book and make entries to all services executed by them from time to time.

**20. 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 equipment's 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. 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 equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

**21. Termination****21.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

**21.2 Termination on account of force majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 18.

**21.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

**21.4 Termination for unsatisfactory performance**

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.

**21.5 Consequences of termination**

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

**22. 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.

**23. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under 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. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.



**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No.CFS-KOL/AMC RAIL TRACK dated 04/06/2019 and hereby confirm our acceptance of the same.

Place :

Date :

Signature :

Name :

Designation :

Seal :

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
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./ LPP	
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	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED 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 PART:BOQ : PART-II**

<b>AMC FOR RAIL TRACK AT BL- CFS, P-3/1 TRANSPORT DEPOT ROAD,KOL-88</b>					
<b>SL.NO</b>	<b>DESCRIPTION OF ITEM</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
<b>PART-A</b>					
1	Providing and applying to entire track and allied hardware's with one coat of red oxide primer . (at the start of the Maintenance Contract or once in two years only)	700	RM		
2	Providing and applying to entire track and allied hardware's with two coats of black bituminous paint conforming to IS:158. This is to be done just after item [1] is over.	700	RM		
<b>PART-B</b>					
3	Points & Crossing to check and do necessary repair –restoration twice a month.	2	LS	LS	
4	To check the gauge, level and the alignment and maintain entire track length of about 700 Mrts from one crossing points to another twice a month.	1	LS	LS	
5	Thoroughly Packing with ballast stones for the entire track 4 times in a year i.e once in every three months.(Stone shall be provided by BL)	1	LS	LS	
6	Thoroughly Packing with ballast stones for the Points & Crossing (2 sets) 4 times in a year i.e once in every three months.(Stone shall be provided by BL)	1	LS	LS	
7	Spreading of Ballats from nearby available stack besides the existing track	1	LS		
8	Track lifting for levelling & alignments to be done every alternative month.	1	LS	LS	
9	Lifting Points & Crossings for levelling & alignments to be done every alternative month.	1	LS	LS	
10	ERC and Metal Liners to be greased every three months	1	LS	LS	
11	Replace all broken/damaged/missing ERC, Metal Liners, Rubber Grooved Pad, Fish Plate etc. as required through out the contract period.(Materials shall be provided by BL)	1	LS	LS	
12	Shallow screening of entire track length twice in a year	1	LS		

