



Balmer Lawrie & Co. Ltd. (G & L– Kolkata)

(A government of India Enterprise)

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

Phone- (033) 2450 5350, Fax- (033) 2439 2277, E-mail – jaiswal.r@balmerlawrie.com

Limited e-Tender

Tender No. : GLK/TE17/219

Date: 04.11.2017

Due date: 16.11.2017 upto 6:00 PM

Dear Sirs,

Sub: Annual Rate Contract for misc civil and allied works at site

Online offers are invited from the registered competent and experienced vendors for the subject ARC as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Health, Safety & Environment (HSE) Terms & conditions
- 3.0.0 Conditions for Online bid submission
- 4.0.0 Disclaimer Clause:
- 5.00 Price Schedule (annexure-I)

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

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

Ranjit jaiswal
Executive (Maintenance)

Encl.: As above



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1.0 GENERAL TERMS & CONDITIONS OF TENDER:

- 1.1.0 **Tender for registered vendor only:** The Response/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants), Kolkata) and subject to such registration being confirmed, they would be considered for the Subsequent Tenders.
- 1.2.0 **Bid preparation:** Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within the due date of the tender.
- 1.3.0 **Clarification:** If the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations; such matter shall be brought to the attention of the BL, at least four days in advance, and prior to the date of filling/submission of the tender. For clarification required, if any, please contact Sri R. Jaiswal at Balmer Lawrie & Co. Ltd., P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24505350.
- 1.4.1 **Earnest Money Deposit (EMD):** An interest free EMD of Rs.5,000/- (Rupees Five Thousand only) shall be submitted along with offer, in the form of an a/c payee Demand Draft/Pay order or Bank Guarantee of any scheduled Bank drawn in favour of **Balmer Lawrie & Co. Ltd.**, payable at Kolkata. This deposited EMD will be adjusted against Security Deposit, in the case of successful tenderer. **Offers without the EMD will not be considered.**
- 1.4.2 Bidders who have payments due from Balmer Lawrie & Co. Ltd. (BL) may also seek adjustment of such payments against EMD. **In such case, the bidder shall give an undertaking letter that the amount equivalent to the EMD shall be held back from the amount payable toward supplies made.** However admission of such request shall be at the discretion of BL.
- 1.4.3 The EMD shall be free of interest and refundable to the unsuccessful tenderer only on finalisation of tender/placement of Order(s) or on expiry of validity of offer and cancellation of Tender.
- 1.4.4 The tenderer's EMD may be forfeited if tenderer withdraws his tender during the period of tender validity; invalidates his tender or modifies his tender unilaterally during the period of tender validity. In case of a successful tenderer, EMD shall be forfeited, if tenderers fails to sign the contract or refuses to accept the correction of any errors.
- 1.4.5 EMD of tenderer, who does not meet eligibility/qualification criteria, will be returned along with unopened price bid (in case of two bid offer).
- 1.4.6 **Exemption from submission of EMD:** The Registered micro and small enterprises shall be exempted from need to furnish EMD. To qualify for EMD exemption, firm shall necessarily submit a self certified copy of the registration certificate issued by the NSIC.
- 1.5.1 **Security Deposit (SD):** The EMD of successful bidder will be considered as interest free 'Security Deposit (SD)'. The SD shall be released after completion of the contract period, subject to satisfactory performance. Failure to comply with the requirements of the order during execution of the order shall make the SD liable for forfeiture.
- 1.6.0 **Period of ARC:**
- 1.6.1 **The period of contract shall normally be 12 months or more from the date of commencement of contract or till the expenditure of approved contract value on mutual agreement by BL & the party.** (The rate shall be valid for 14 month from the due date of this tender, considering 12 month ARC period + 2 months ARC finalisation time)



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- 1.6.2 The contract period may be extended on mutual agreement for another period of 12 months or otherwise as agreed upon.
- 1.6.3 **Individuality of contract:** The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the tenderer, and shall not get prejudiced in execution due to any situation arising out of some other contract that the tenderer may have with BL.
- 1.6.4 **Cancellation of contract:** If tenderer fails to supply Items as per delivery schedule more than three occasions, complete Rate Contract will be cancelled and SD will be forfeited.
- 1.6.5 **Risk purchase:** Failing to comply with the specified maintenance jobs by the contractor as per the scope of the work. The Maintenance in-charge shall be empowered to get the same completed through another party on risk and cost of the contractor, after necessary notice to the contractor in writing. The amount incurred on this account shall be recovered from the due payments/ bills of the contractor as per contract agreement.
- 1.6.6 **Jurisdiction:** In case of any dispute, arising out of this tender shall be subject to the Jurisdiction of **The Courts in Kolkata.**
- 1.7.1 **Unit Rate Price:** The quoted Price shall be **fixed and firm** on door delivery basis inclusive of **delivery charges & packing/forwarding** till execution of the **contract Period.**
- 1.7.2 **Price Schedule (Annexure-I):** The prices shall be quoted for **all the items of any group.** A vendor quote for least one group or all the groups as mentioned in the **price schedule.** If the price(s) shall not be quoted for all the item(s) of any group(s), such offer will be treated as incomplete and may be rejected. However BL reserves the right to drop few item(s) from the scope of ARC prior to placement of ARC order.
- 1.7.3 **Specification/description of items:** The price shall be quoted as per the **specification, make, size, and type** mentioned in **Price schedule** to this tender. Any alteration in the said description shall not be considered.
- 1.7.4 **Quantity (Qty.):** The quantities specified in the tender form (**Price Schedule**) for the tender purpose only and it represents the basis of unit for ease of pricing. The actual **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair and maintenance purpose. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against each item.
- 1.7.5 **Unit Rate:** The basic price (excluding taxes) must be quoted as per the **unit of measurement (UOM)** specified against each items. The unit price must be quoted for all the items of price schedule **considering inclusive of all sorts of labour charges and cost of consumables/ material as required in the job.** The **unit rate will be fixed & firm during the contract period.**
- 1.7.6 **Taxes & Duties:** Present % rate of GST are to be mentioned in the unit tax rate column of price schedule/offer. The taxes & duties applicable at the time of supply will be paid at actual against documentary proof. Variation in **Taxes & Duties** rate will be applicable only up to the contractual delivery date.
- 1.8.1 **Delivery Schedule (call up and lead time):** The quantity mentioned **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair & maintenance. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against the item. The supply instructions/call-ups/PO will be given against actual requirement. The supply must be commenced **within three working days** for the items readily available in the local market. Relaxation will be given for the supply period of some special item(s)/trailer made item(s) as per the



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- manufacturer's/dealer's/OEM's delivery schedule or for the item(s) that are not readily available in the local market.
- 1.8.2 **Actual Supply/service/work may be obtained from time to time against call ups to the successful/eligible vendor at their approved rate finalised vide this tender.**
- 1.8.3 However BL reserves the right to depute alternate vendor of the filed agreed to work on the approved rate in case of delay response of **successful/eligible vendor**
- 1.8.4 **No guarantee can be given as to the minimum, maximum or actual services usage.** However, during the last three year, an average expenditure of about Rs. 4,00,000.00 (Rupees four lakh only) was incurred on subject job.
- 1.8.5 **Completion Schedule (call up and lead time):** All routine complaints shall be attended promptly and possibly within 24 hrs. The compliance period for the bigger complaints shall be mutually decided and recorded.
- 1.8.6 **Urgent nature work:** Since this is a maintenance work, which is generally of urgent nature and required to be undertaken on continuous basis, therefore, the contractor shall be required to attend the complaints/ maintenance jobs on holidays including Saturday & Sunday and on late hours. Nothing extra will be paid for working during the late hours and on holidays. Contractor shall quote the accordingly.
- 1.8.7 **PENALTY:** For the complaints not attended within 24 hrs. or as per the satisfaction of Maintenance In charge/representative a token penalty @ of Rs. 500/-per day delay per complaint shall be recovered against the pre-estimated loss to BL. The loss if any made to the company's property during the course of attending the maintenance jobs shall be made good by the contractor. Failing to do so the Maintenance In charge/representative's decision shall be final for deducting necessary amount from the Contractor's outstanding bills. The total recovery on all such accounts shall be to the ceiling limits of 10% of the contract value.
- 1.8.8 **Job Record Register:** The record register will have to be maintained by the Contractor and all complaints & job attended shall be recorded with job description, start date, joint measurement (wherever applicable), completion date etc duly verified & signed by BL representative against each job.
- 1.9.0 **Selection of vendor for Placement of Purchase Order(s):** The contract will be awarded to a Single or multiple Vendors (one each group) to the technically qualified vendor (quoted in line with the tender) as follows-
- 1.9.1 **L1 in totality of all the items (preferred)** (however BL may negotiate the bidder for the items where quoted unit rate is not L1) **or**
- ~~1.9.2 L1 in Group wise based on sum total of the unit rates of that group or~~
- 1.9.3 The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer/rate contract agreement under Revenue Expenditure for repair & maintenance of Plant & building.
- 1.9.4 **Purchase Order Value:** A split ARC Purchase Order (on as & when required basis) may be placed upto ₹ **6.50 Lakh** +Taxes in totality through the ARC Period. The above value is notational only based on past experience. It is observed that in **last three years, the expenditure incurred on subject items varied from ₹ 2.5 Lakh to ₹ 5.2 Lakh for the tendered items/jobs.**

The Job/PO/Callups will be awarded against actual requirement as per ARC rate. The total supply value throughout the contract period may vary from Zero to the maximum specified value during the Annual Rate Contract period based on maintenance requirement. There is however, no contractual liability on the Company's part to accept the materials/job of ordered



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amount in full during the currency of the contract Period, it may vary from zero to maximum of ₹ 6.50 Lakh +Taxes thru several callups/PO.

- 1.10.0 **Payment terms:** The Contractor shall submit his monthly bill for the works carried out within the month as per the **record register**. 100 % payment against each bill will be released within 15 days from the date of submission of bill.
- 1.11.0 **Guarantee/warrantee:** Free repairing of any welding/ leakage to be done within 12 months against the job done by the contractor.
- 1.12.0 **Unconditional Offer:** Your offer shall be unconditional as per tender terms & conditions.
- 1.13 **Inspection:** All jobs will be subject to inspection.
- 1.14.0 **Bid rejection criteria:** Following bids shall be categorically rejected.
- 1.14.1 Bids received without EMD shall be rejected. (The Registered micro and small enterprises shall be exempted)
- 1.14.2 Bid not quoted on the **tender from (price schedule)** or in line with the specified format for technical and commercial bid.
- 1.14.3 Change/deviation from the scope of work/specification of the items.
- 1.14.4 Incomplete/misleading/ambiguous bids in the considered opinion of BL.
- 1.14.5 Bids with incomplete technical specifications and or terms not acceptable to BL.
- 1.14.6 Bids not meeting the qualification/Eligibility criteria stipulated in the tender enquiry.
- 1.14.7 Bids received from unregistered vendors.
- 1.14.8 Price bid received through e-mail or Fax or in hard copy.
- 1.15.0 **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com or e-procurement pottal.
- 1.15.0 **Submission of online offer: Price bid must to be submitted online. Offline submission of price bid shall lead into rejection of offer**
- 1.15.1 **Procedure:** A price schedule (annexure-I) is enclosed with this tender for submission of offer in excel document where Unit Rate, HSN code, % GST rate and M/s.....(to write the name of bidder's company name)....are four editable fields were provided. Bidder are required to fill those respective filed, take print out of the filled price schedule (annexure I), sign & stamp the each page, scan the completed price schedule & save as price schedule pdf document. Upload the above competed price schedule on portal in price bid section.
- 1.15.2 General terms & Condition& HSE terms & conditions of this tender duly accepted, stamped & signed to be uploaded on line & hard copy to be submitted within due date.
- 1.15.4 EMD : Scan copy to be uploaded & physical copy to be submitted within due date.
- 1.15.5 **Forwarding of un-price bid:** Hard copy may be forwarded by Registered Post/courier or deposited in the Tender Box , mentioning the tender no. date due date & Subject in sealed envelope at **Balmer Lawrie & Co. Ltd., SBU: Greases & Lubricants, P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24505350**. The BL will not be responsible for any postal delay in receiving the offers at our end.
- 1.16.0 **Rejection/Acceptance of tender:** -Balmer Lawrie & Co. Ltd. reserves the right to reject/accept all or any part thereof any tender(s) without assigning any reason whatsoever.
- 1.17.0 **Validity of offer:** The price offers shall be valid for a minimum period of **60 days** from the date of due date of the tender. (The rate shall be valid for 14 month from the due date of this tender, considering 12 month ARC period + 2 months ARC finalisation time)



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2.0 HSE Terms & conditions:

- 2.1 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.2 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.2 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**
- 2.3 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.4 The portable tools should be of fiber body, and double insulation.
- 2.5 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.6 All lifting tools and tackles should have valid test certificate.
- 2.7 Welding machines should have valid test certificate in last 6 months time.
- 2.8 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
 - 2.8.1 **Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
 - 2.8.2 **Work at Height permit:** if any job to be done above 1.8 meters height
 - 5.8.3 **Work at confined Space:** if have to work inside the any tank or kettle & duct in the premises.
No person will be allowed to work in the premises without work permit & absence of site supervisor.
- 2.9 **Security & safety of Contractor’s persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 2.10 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ colour tapes/ caution boards for smooth execution of the same.
- 5.11 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise Rs. 250/- per complaint shall be recovered from the bills.
- 2.12 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning there name, father’s name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 2.13 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 2.14 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.



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- 2.15 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.16 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.
- 2.17 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behaviour/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.18 The tenderer shall indemnify BL under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor / tenderer shall indemnify BL for comply the labour laws.
- 2.19 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor. BL shall be totally indemnified of any liability whatsoever.
- 2.20 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.21 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non- compliance, up to a cumulative limit of three @ 3.0% , 6% and 10 % of Contract against the 1st , 2nd and 3rd noncompliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 noncompliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL.
- 2.22 **Damage to Persons and Property :** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the BL against all losses and claims in respect of:
(a) Death of or injury to any person, or
(b) loss or damage to any property (other than the Works): Which may arise out of or in consequence of the Repair and Maintenance of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.
- 2.23 **Accident or injury to Workmen:** The BL shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.
- 2.24 **Evidence and Terms of Insurance:** The Contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Engineer/BL as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.
- 2.25 The Contractor should ensure the Health and safety measures of the employees. The Contractor should also conduct health check-up of the staff deployed before the deployment as well as at regular intervals of not exceeding three months, thereafter.



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3.0 Conditions for Online bid submission

3.1 Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the eProcurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, **bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date.** The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

3.2. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s **C1 India Pvt., Ltd.**, or they can register themselves online by logging in to the website <https://balmerlawrie.govtprocurement.com>

3.3. Digital Certificate authentication:

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

3.4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the hard copies/documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, may be leading to cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

3.5. Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3.6. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

4. Disclaimer Clause:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.