

Balmer Lawrie & Co. Ltd. W&D-Sonapur, [Kolkata]

Tender Ref: BL-WD/KOL/Railtrackmaint/18-19

Dated 08.05.2018



BALMER LAWRIE & CO. LTD.

[A Govt. of India Enterprise]
Warehousing & Distribution
No.1, Sonapur Road
Kolkata – 700 088
Phone No.-033-24506824/816

TENDER NO. BL-WD/KOL/Railtrackmaint/18-19

DATED 00.05.2018

NOTICE INVITING TENDER

Tender document for Providing service and repair including tools and tackles for maintenance of Rail track At WD-Sonapur,

DUE DATE FOR SUBMISSION

18.05.2018 BY 3.00 PM

SIGNATURE OF TENDER WITH STAMP & DATE

Due Date 00.05.2018 by 3.00 PM



BALMER LAWRIE & CO. LTD.

[A Govt. of India Enterprise]
Warehousing & Distribution
No1, Sonapur Road
Kolkata – 700 088
Phone No.-033-24506816/825

Ref No. BL-WD/KOL/Railtrackmaint/18-19

NOTICE INVITING TENDER

Tender for Engagement of Contractor for Providing service and repair including tools and tackles for maintenance of Rail track At WD-Sonapur.

Sealed Single bid offers are invited from reputed vendors to enter in to annual contract Providing service and repair including tools and tackles for maintenance of Rail track At WD-Sonapur,Kolkata-700088. The Tender Document along with terms and conditions are available at 1, Sonapur Road, Kolkata – 700 088 during working hours [9.30 a.m. to 5.30 p.m.]. Tender document detailing terms & conditions etc. may also be down loaded from our web site www.balmerlawrie.com.

Please note that Suppliers who are not registered with Container Freight Station / Warehousing & Distribution – Kolkata are required to submit the enclosed **Form – IV** [Vendor Registration Form] along with their offer. However, qualification of the new tenderer shall be subjected to the scrutiny by the Management and at their sole discretion for acceptance or rejection of the bid.

The offer against Tender, complete in all respect should reach to the office as mentioned below latest by 3.00 p.m. on **18.05.2018** in single bid format, super scribing the name & Tender Ref. No. and the last date of submission.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

Contact Person & Address: Mr. Sandeep Kumar Jena
DY Manager [WD]
Phone- 033-24506825, 9007078528
Balmer Lawrie & Co. Ltd.
No.1, Sonapur Road, Kolkata-700088

Note:

1. Submission of Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company(Balmer Lawrie) is detected at any stage.
3. Balmer Lawrie & Co. Ltd., shall have the right to cancel the job or reduce/eliminate quantity from the schedule of job provided in price bid without assigning any reason whatsoever.



Scope of Work

- a) The Scope of work of this tender consists of service and repair including tools and tackles for maintenance of Rail track At WD-Sonapur,Kolkata-700088. The vendor should carry out regular monthly maintenance such as gauge checking, track levelling, earth cutting, crossing point greasing etc.
- b) All spares including cost of sleepers as necessary shall be provided by BL.
- c) Cost of replacement of RCC sleepers in place of wooden sleepers or damaged RCC sleepers shall be borne by BL.

TECHNO COMMERCIAL TERMS & CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a. The Bidder must have Trade License.
- b. Bidder must have PF and ESI registration.

2. Site Visit.

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

3. Validity of offer

The rate offered should be kept valid for acceptance for 60 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

4. Acceptance of offers

- 5.1 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 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 order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 5.4 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.
- 5.5 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. Rate

- Rates to be quoted as per Price Bid Schedule attached.
- The prices/rates quoted by Contractor shall remain firm throughout the contract period and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing the Work. Contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work required though Contract Document may not fully and precisely furnish them.
- However share of GST as per Govt directives will be paid extra by BL as applicable.

6. Payment Terms

All Payments will be made within 15 days from the date of submission of bills provided the same are correct in all respect.

7. Contract Period

Contract will be valid for a period of two years. Same may be extended for period of one year, with mutual consent of both the parties.

10. COMPENSATION FOR DELAY

- (i) 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.

11. Negotiations

- a. 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.
- b. 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.

12. OBSERVANCE OF RULES/ACTS IN FORCE

The successful tenderer and his men shall abide by all rules/regulations in force at the location and the laws, by-laws and statutes of Government / Semi-Government and other local authorities as applicable during the execution of the contract including but not limited to compliance with Contract Labour regulation Act, Minimum Wages Act, Payment of wages Act, Workmen's compensation act, Gratuity act, Payment of bonus act etc and the Company shall stand indemnified against any claims on these scores.

14.0 Labour Law

The Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men/women employed by them in executing the contract. The contractor shall ensure that any authorized sub-contractor under them similarly comply with the above requirements. The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contract or sub-contractor to comply with all or any of the Acts and Regulations of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Coverage of ESIC/WC for operator/helper to be undertaken by contractor copy of which is to be provided to BL-WD-Sonapur, failing which BL will deduct at the applicable rate of ESI contribution from contractor's bill and will be deposited with the concerned Authority.

Contractor shall be responsible to settle all the disputes with Workmen engaged by them. Contractor shall indemnify to absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including related to employment. Notwithstanding the above the contractor should adhere to all employment regulations such as Minimum Wage Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, Provident Fund Act, Gratuity Act, Employees State Insurance Act, Bonus Act, etc.

The Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.

Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the Company for the services rendered other than the fixed rates

15.00 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.

16. 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 violation	Annexure-1
Subsequent-Minor violation	Annexure-1
Major violation	Annexure-2
Subsequent-Major violation	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 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the 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

ANNEXURE - 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/hydramac/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; ;

ANNEXURE – 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

D. The contractor will be responsible for ensuring proper conduct & behaviour of the personnel deployed by him so as to maintain the laid down safety and security rules & regulations at BL-WD-Sonapur, Kolkata. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipments. The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity, etc. or any other Statutory Acts/Rules, which are applicable as per the Statute, in respect of the workmen/personnel employed by him.

The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract, and shall insure against this liability with an insurer until the completion of this contract on terms approved by the owner. Whenever required, the contractor shall produce the insurance policy and the current premium receipts to the Owner.

17. 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 & 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.

18. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

This contract also does not restrict the right of BL to take recourse to the above conditions even if notice of termination is served/not served.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. BL-WD/KOL/Railtrackmaint/18-19 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

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 / LPP / 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 / uploaded	
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 Udyog Aadhar Memorandum (UAM) Number and copy of registration certificate.	



Price Bid (Schedule)

Rail Track Maintenance at WD-Sonapur

Sl. No.	Description of work	Qty	Unit	Rate	Amount
1	Cost of Service-repair & maintenance of Railtrack at inside WD-Sonapur and outside up to KOPT crossing point. This would include hiring of tools, tackles, gauge, and scales etc. as may be required to execute the service properly.	24	Months		

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :