



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

(G & L– Kolkata)

(A government of India Enterprise)

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

Phone- (033) 24500102, Fax- (033) 2439 2277, E-mail – jaiswal.r@balmerlawrie.com

TENDER ENQUIRY

Tender No. : GLK/TE19/075

Date: 14.06.19

Due date: 25.06.19 upto 6:00 PM

Dear Sirs,

Sub: Annual Maintenance Contract for our 5 Nos Diesel Fork lift Trucks

Sealed offers in a single bid/ envelop is invited from the competent vendors of the field for the subject job as per following table of contents-

- 1.0 General Terms & Conditions
- 2.0 Health, Safety & Environment (HSE) terms & conditions:
- 3.0 Undertakings and Obligations of vendor
- 4.0 Undertakings and Obligations of BL
- 5.0 Price schedule

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.

R. Jaiswal
Executive (Maintenance)

Encl.: As above



1.0.0 General Terms & Conditions

(Annexure-A)

1.1.0 Instruction to Tenderers:

- 1.1.1 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.
- 1.1.2 If the tenderer find 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 company (Balmer Lawrie & Co. Ltd.), at least four days before prior to the date of filling/submission of the Tender.
- 1.1.3 Tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of units etc.
- 1.1.4 Tender must contains any other information / enclosures as may be needed to complete the schedule job in all respect on a separate page/sheet under '**schedule of deviations**'.
- 1.2.0 **Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.**
- 1.3.0 **AMC Duration:** - Two years from date of commencement of contract or with effective from **01.08.19 to 31.07.21**. The AMC may be renewed for next one year, keeping all the rates & terms unaltered, provided the service is found satisfactory by BL during the AMC period. BL fully reserves the right to further 'renew or not' the AMC after the completion of AMC. The job shall be carried out at our works at **P-43, Hide Road Extension, Kolkata-700088**.
- 1.4.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
 - 1.4.1 In such case of poor performance and production loss caused due to failure of any AMC-related system, vendor shall be liable to pay liquidated damages @ 0.5% of job monthly contract value per breakdown loss or part thereof subject to a maximum of 5.0%.
 - 1.4.2 Any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work-In such case the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.5.0 **Price schedule:** - The price shall be quoted as per specified format given in Annexure-C. The price must be quoted for all the items/head of annexure-C to complete the job in all respect because no escalation in price/value shall be allowed after placement of the order or during the execution of work at site.
- 1.6.0 **Payment terms:** - Payment will be made on **Quarterly** basis, after satisfactorily completion of required service and submission of bill along with the copies of service reports (duly certified by BL) as per PO within 7 days from the date of submission of bill. No advance payment will be made.
- 1.2.8 **Provisions for Micro, Small and Medium Enterprises (MSME):**
 - a) **Qualification Criterion:** MSME vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. The MSME registration to specify manufacturing / service of the tender item(s).



- b) Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs.
- 1.8.0 **Tender for registered vendor only:** The Responses/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.
- 1.9.0 **Offers & Enclosures:** The all the documents submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 1.10.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.11.0 **Validity of offer:** - The offers shall be remain valid for a period of 60 days from the due date of the tender.
- 1.12.0 **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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 1.13.0 **Selection & placement of offer:** Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire job **stands lowest**.
- 1.2.9 **Quantity Tolerance & Renewal of contract:** The quantities mentioned in tender are indicative only, it may vary as per actual requirement. The contract may be renewed for further period of one year based on the performance as per the rate & terms finalized vide this tender.



2.0.0 Health, Safety & Environment (HSE) terms & conditions:

(Annexure-B)

- 2.1.0 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.
- 2.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.3.0 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.**
- 2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
- Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
Work at Height permit: if any job to be done above 6 ft height
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.
- 2.9.0 **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.
- 2.10.0 **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/ color tapes/ caution boards for smooth execution of the same.
- 2.11.0 **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 @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **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.
- 2.12.2 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.
- 2.12.3 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.
- 2.12.4 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.
- 2.12.5 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.



- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.8 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.
- 2.13.0 **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.



3.1.0 Undertakings and Obligations of Contractor

Annexure-C1

- 3.1 **Scheduled Maintenance:** Quarterly visits to be made by your service engineer/ technician to our site on mutually agreed date & time for the **preventive maintenance**.
- 3.2 **Breakdown Calls:** On as and when required basis against the breakdown of any forklifts. Break down' calls must be attended within 48 hrs from its reporting time (even over telephone). In the event of delay in attending these 'break down' call within 48 hrs (as said above) a reduction of Rs.100.00 will attract per day of delay from the respective service bill of the affected fork lift for the month.
- 3.3 **Condition of Forlifts:** All the related units are in very good / running condition. The tenderer(s) are advised to inspect on their own the related units for ascertaining the exiting conditions of these prior to quoting. It shall be deemed that bidder has carried out the necessary inspection and no revision of price/value shall be allowed after placement of the order or during the period of AMC.
- 3.4 **Supply of Spare Parts:** *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be borne by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*
- 3.5 **Statutory rules and regulations:** Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**

3.2.0 Undertakings and Obligations of BL

Annexure-C2

- 3.2.1 **Free issue of all spare parts & Consumables:** All the required spare parts & Consumable will be free issued to the AMC care taker during the job. In case BL is not able to provide free issued spare parts then the *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be reimbursed by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*
- 3.2.2 **Power supply:** BL shall provide free one power point within battery limits. Contractor may use an extension cable at this own cost with prior permission of BL.
- 3.2.3 **Storage:** BL shall provide space for storage of equipments, tools-tackles etc. Temporary partition, doors etc if required shall be arranged by the vendor at this own cost.
- 3.3.4 **Security:** No special security other than normal plant security shall be provided.



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Price Schedule

Annexure-D

Company Name:..... Offer No.....Date.....

SL. NO.	Description	Qty.	Unit	Unit Rate	Amount
4.1	AMC charges of Voltas Fork Lifts -01, 2 MT Cap. as per above stated scope of work without any spares. (all spares will be free issued)	24	Months		
4.2	AMC charges of Voltas Fork Lifts -03, 2 MT Cap. as per above stated scope of work without any spares. (all spares will be free issued)	24	Months		
4.3	AMC charges of Voltas Fork Lifts -04, 2 MT Cap. as per above stated scope of work without any spares. (all spares will be free issued)	24	Months		
4.4	AMC charges of Voltas Fork Lifts -05, 2 MT Cap. as per above stated scope of work without any spares. (all spares will be free issued)	24	Months		
4.5	AMC charges of Voltas Fork Lifts -06, 2 MT Cap. as per above stated scope of work without any spares. (all spares will be free issued)	24	Months		
4.6	Sub total of Service Value				
4.7	GST [SAC code.....]			@.....%	
4.8	Total Job value				
4.9	Liquidity damage (applicable as per tender)				
4.10	Payment terms (applicable as per tender)				
4.11	Validity of offer (applicable as per tender)				

Note: 1. Kindly submit your sealed offer in this format only, write OK or accepted for item no. 4.9 to 4.11.

2. Supply of Spare Parts: All the required spare parts & Consumable will be free issued to the AMC care taker during the job. In case BL is not able to provide free issued spare parts then the *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be reimbursed by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*

Company Name:

Contact Person :

Contact No. :

Signature with official stamp