



Balmer Lawrie & Co. Ltd.

(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

Limited e-tender

Tender No.: GLK/TE19/109

Tender Date: 25.07.2019

Last Date & Time of Submission of e-Tender: 05.08.2019 upto 6 PM

Sub: AMC of Various Mechanical and Electrical equipments at Kolkata

BALMER LAWRIE & CO. LTD (BL) invites online bids thru <https://balmerlawrie.eproc.in> from experienced, competent and resourceful party with sound technical and financial capabilities **AMC of Various Mechanical & Electrical equipments** (like Pump, Grease Milling machine, Homogeniser, Gearbox, Kettles, Tank, Processes Piping, Valves, Filling System (rotary), Electrical installation (except HT Panel & Transformer), motor Light & fan, and Allied services.) as per following table of contents-

Part-I

- 1.0 Instructions to the bidder for participating in e-tender**
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- 3.0 Undertakings & obligations (scope of work) of BL**
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Part-II

8.0 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.

Ranjit Jaiswal
Executive (Maintenance)

Encl.: As above



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1.0 INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download NIT along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>.

- 1.1 Procedure to submit On-line Bids :** Procedure for submission of online bids is available under the option / link “*Bidding Manual*” at <https://balmerlawrie.eproc.in>.
- 1.2 Registration with e-procurement platform:** For registration and online bid submission bidders may contact HELP DESK of C1 India Pvt., Ltd. for activation after filling the online registration form. Please note that for Limited tender, only existing or old registered vendor of the company are eligible.
- 1.3 Digital Certificate:** Signing + Encryption e-token is required for bidding.

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

- 1.4 Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the **Techno commercial bid (un-price bid)/EMD** in hard copies/documents (without price bid) 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.

- 1.5 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.
- 1.6 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.

- 1.7 Disclaimer clause:** 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.



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2.0 UNDERTAKINGS & OBLIGATIONS (SCOPE OF WORK) OF THE CONTRACTOR

- 2.0 **Annual Maintenance Contract of Pump, Grease Milling machine, Homogeniser, Gearbox, Kettles, Tank, Processes Piping, Valves, Filling System (rotary), Electrical installation (except HT Panel & Transformer), motor Light & fan, Forklift and Allied services by engaging a team of competent technician/mechanic at our site as stated in **SPECIAL TERMS & CONDITIONS OF CONTRACT** elsewhere in this tender. A short description of job but **not limited to the same** as stated below for tender purpose:**

SL No.	Description of Scope of Work
2.1	Preventive Maintenance (PM) of the machines/equipment/Electrical installations or distribution as per the Plan & checklist with all manpower, tools & tackles & free issued spares & consumable. PM also includes cleaning & painting of equipment (if required, the paint will be free issued).The Monthly plan consisting of schedule & checklist will be provided by the Maintenance Department. The equipment will be released for PM on working days between 9:00AM to 6:00 PM
2.2	Breakdown/Corrective maintenance (Mechanical/ electrical): Attending various breakdown calls during the working hours with all manpower, tools & tackle within 10 to 15 minute from the notification/maintenance order. All the spares & consumable required for the job will be free issued.
2.3	Malfunction/Preventive maintenance or new installation of Light & Fan/DB/Switch board, wiring cabling etc. : As required on day to day basis to be done with all manpower/tools & tackle. All the spares & consumable will be free issued.
2.4	Oil level Check & Maintaining : Monthly checking & Maintaining the lube/hydraulic oil of all Gear boxes, Hydraulic/gear oil lifts, Force lubricator of mechanical seal (3 nos), TF pump (4 nos), Fire pump engine, Vacuum Pump. Oil levels to be checked & maintained with records & remarks wherever the level is getting to further action.
2.5	Cleaning of Filters: Weekly Cleaning of Oil filters at filling point of Oil blending section. The equipment will be released for the same on Sunday/Holiday or between 6:00 AM/PM to 9:00 AM/PM on working days.
2.6	Cleaning of Strainers: Monthly Cleaning of all the strainers of installed before pumps. The equipment will be released for the same on Sunday/Holiday or between 6:00 AM/PM to 9:00 AM/PM on working days.
2.7	Cleaning Homogeniser's HVA Side block & Strainer (3 Set): Weekly scheduled cleaning of Homogeniser's HVA Side block & Strainer (3 Set) during the week on as and when required basis.
2.8	Cleaning of Strainer for Grease Pumps: Daily for cooking kettle 01 & Weekly Cleaning of all the Grease strainers installed before pumps
2.9	Weight cross verification with dead weight: weekly cross verification of all the weighing scales with 70 % load & log book to be maintained. In case of mismatch same shall be informed to the department.
2.10	DG Set (3 nos, 200, 250 & 380 KVAS): Daily visual check-up of Fuel level, battery charge & system etc, Weekly running & testing the engine/system, Maintaining log book for the same. PM & major breakdown shall be covered by AMC under OEM.
2.11	Fire Hydrant System (1 Set, 9 hydrant Point x 2RRL hose): Daily visual check, Weekly running & testing the engine/system, Half yearly PM & Hydro test of RRL hose & Annually overhauling of engine. Maintaining log book for the same. All spares & consumables will be free issued.
2.12	Fire Extinguishers (150 approx.): Monthly visual check, cleaning & maintaining to locations as per records, Maintenance of extinguishers. (The refilling & pre-refilling checks shall be done by BL thru 3rd party.) After refilling by third party Painting the extinguishers, letter writings date of testing, date of refilling, next refilling date etc to be done & records to be submitted. All spares & consumables will be free issued.
2.13	Meter Reading & Records: Daily checking & maintaining log book for PF meter (3 nos x 2 times), Daily LT meter (2 nos) records, Monthly all energy meter & Water meter reading to be taken & report to be submitted.



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2.14	Managing & Upkeep of Engineering Store: Deputing one store keeper for Physical receipt of all the store items, entry of all receipt (IGR) and issues (MR), Physical issue of all store items as per advice of BL officials, Regular checking of balance quantity and Information feedback of NIL/Minimum stock quantities to BL-officials, Overall Store Management. , unloading & storing and issuing spares and equipment. The unloading & storing shall be supported by your other available person available at site.
2.15	Earth Pit testing (45 Nos): Quarterly visual check earth pit & earth grid. Annually testing of earth value & report to be submitted, Charging common salt & water where ever required. Painting the pit cover, Writing earth value & testing date on it.
2.16	Cost of services for engaging additional semi-skilled mechanic in case of shut down maintenance per man days basis including Sunday/Holidays. Extended hours will be converted to equivalent man-days
2.17	Repairing & modification of Pipe line/kettle etc by welding & gas cutting with free issued gas/electrode. The contractor shall have to maintain 1 set of welding machine & gas cutter set at site. Laying/replacement up to 50 mtr pipeline to be done at a time.
2.18	Special Maintenance of the machines /equipment/ Electrical installations or distribution as per the Plan & checklist with all manpower, tools & tackles & free issued spares & consumable. (if required, the paint will be free issued).The Monthly plan consisting of schedule & checklist will be provided by the Maintenance Department . The equipment will be released for PM on Sunday/Holiday or between 6:00 AM to 9:00 PM on working days.
2.19	Cleaning of Thermopac & Boiler : Monthly once cleaning of top cover & body of machine
2.20	Supply of welding MS electrode (3.15 mm x 450 mm, 90 PC pkt) on requirement basis [HSN 83119000]
2.21	Supply of welding SS electrode (3.15 mm x 350 mm, 2 kg pkt) on requirement basis [HSN 83119000]
2.22	Supply of Oxygen gas cylinder (7 m ³) on empty cylinder returnable basis as per requirement [HSN 28044090]
2.23	Supply of LPG industrial cylinder (19 KG) on empty cylinder returnable basis as per requirement [HSN 27111900]

- 2.24 STATUTORY OBLIGATIONS & Other Conditions:** As stated under **SPECIAL TERMS & CONDITIONS OF CONTRACT** and elsewhere in this tender.
- 2.25 HSE Compliance & Other Conditions:** As stated under **HEALTH, SAFETY & ENVIRONMENT (HSE) TERMS & CONDITIONS** and elsewhere in this tender.
- 2.26 Tools & Tackles:** All the required tools & tackles required to execute the contract job, shall be arranged by the vendor, other than some special/specific tools as may be required (as mentioned in point 3.2 of this tender). However decision for each specific tools category will be decided by BL.
- 2.27 Sub contract:** The major job of this contract is mechanical job hence the successful contractor may give the give sub contract for any special/specific job with consent of BL, in case where suitable qualified/licentiate/authorized person/workman is not available in their team or where the contractor is required any specific qualification/license/authorization. In such cases, all the **STATUTORY OBLIGATIONS (as specified in 2.18)** have to be maintain by the main contractor.



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3.0 UNDERTAKINGS & OBLIGATIONS (SCOPE OF WORK) OF BL

- 3.1 **Spares & Consumables:** All the spares & consumable required for Preventive or Breakdown maintenance shall be free issued by BL.
- 3.2 **Special PPE/Tools:** Any specific/special PPE/Tools-tackle that are not mentioned in contractor scope shall be free issued by BL.
- 3.3 **Sitting arrangement:** BL shall provide the same as per factory Act. No halt/stay beyond the permitted working hours will be allowed to any person in the premises.
- 3.4 **Storage of tools & tackle:** BL shall provide space for storage of PPE, Tools & Tackle for the contract period.
- 3.5 **Security:** No special security other than normal plant security shall be provided.



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4. SPECIAL TERMS & CONDITIONS OF CONTRACT

4.1 Manpower Strength & Experience: The Contractor should ensure to maintain adequate no. of manpower and also maintain a pool of stand-by staff. In case any staff absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of staff. If the deputed workers found are less than the minimum required on any day, penalty @ Rs.100/- per worker per day will be deducted from the bill as liquidated damages besides the proportionate deduction of other wage elements. For absentees payment will not be made. Party should engage only competent technician/mechanic for any service/ maintenance job to be undertaken at our site.

4.2 Team of manpower to be maintained at site to execute the AMC Job: Eligible contractor should have to maintain/ depute following combination of manpower at site along with **site supervisor**:

SL No.	Category	Qualification (Experience)	Nature of Experience	Manpower to be maintained at site
4.2.1	Mechanic / Fitter (Highly Skilled)	Metric (7 Years)/ITI (5 Years) in fitter trade or 10 years for literate)	Assembling of pumps, gearboxes, agitators, Valves, Hydraulic system & other rotating equipments and its alignment, repairing/ erection of structural jobs & pipeline to suit at site as per instruction. Should have ability to drive the team & execute the job as per checklist.	2
4.2.2	Welder cum fitter (Skilled)	Metric (4 Years)/ITI (3 Years) in fitter trade or 6 years for literate)	Hands on experience of welding & gas cutting on different positions for not less than 3 years. Should have knowledge of assembly of pump, gear box, motor etc.	1
4.2.3	Electrician with workmanship licence (highly Skilled)	Metric (7 Years)/ITI (5 Years) in Electrical trade or 10 years for literate)	Repair, Maintenance & testing of Switch Gear, Motor, Starter, LT panel, MCC, Wiring & Cabling job, Fault finding in 440 & 220 V installations, Installation & Connection of new electrical equipment at site as per instruction. Running & maintaining log books for DG Set/Fire engine	1
4.2.4	Helper (semi skilled)	Matriculation with more than 1 years work experience or 3 years for literate)	Can identify the tools & tackles, sizes of fasteners for both electrical/mechanical works	4
4.2.6	Engineering Storekeeper with computer Knowledge	HS (3 years experience)/Any Graduate (1 years experience)	Receiving goods, challan/Invoice, unloading & storing and issuing and equipment against requisitions, Maintain Housekeeping in Engg. Store, Posting all in and out of stores into the computer (SAP). Intending when stock of specific items become low etc.	1
4.2.7	Site Supervisor	Min. HS (7 years) /ITI (5 Years),	Co-ordination among team, Job supervision related to above job, maintaing documentation	1



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- 4.3 Behavior of Manpower:** The manpower deputed at site should behave properly with the other person at site. Any misconduct / misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately.
- 4.4 Bio data of the manpower to be engaged to be submitted :** Before actual commencement of contract, details of each person with Name, age, Father's name, address (current & permanent address), qualification, experience, Marital status, Nos. of dependant, Contact no. of self & two other known person of his locality Current ESIC No. EPF no., EPIC or Aadhar no or other Photo ID. with one passport size photo pasted on it along with copy of ESIC Card, EPIC or Aadhar card.
- 4.5 Pre-employment medical test & report:** Contractor should have to conduct the Pre-employment medical test of selected employee in line with BL requirement & report to be submitted before actual deputation at site.
- 4.6 Address verification:** Contractor should have to submit the address verification report as per BL guideline before actual deputation of Manpower.
- 4.7 Basic PPE & tools to be provided to the entire deputed person as per their job profile:** Contractor should have to provide two sets of uniform with safety shoe, Hamlet, goggle, sets of tools & tackles, 4 nos. full body harness with double land yards & shock absorbers. Any other specific & special PPE & tools tackle shall be provided by BL during the job.
- 4.8 Dispute/issue:** Contractor shall have to resolve dispute or issue of self or their employee amicably thru discussion with Plant Manager and Regional HR head only. No external influence shall be used at any circumstances to resolve the same. In such cases contact will be terminated at any stage.
- 4.9 Payment of salaries & wages of their employee:** Contractor shall have to pay the salaries & wages of their employee latest by 7th of every month. Contractor shall also have to submit the following copy as proof along with their monthly bill (i) Wages payment acknowledgement with date of payment, (ii) Deposition slip of ESIC & EPF contribution & other payment as per Act.
- 4.10 Latest minimum wage:** The contractor shall abide by **latest minimum wage norms decided by Govt. of West Bengal as stipulated by Statutory Authority** and shall maintain Master Roll and wage Register.
- 4.11 Tiffin, Lunch, Local transportation or any other pay & perks:** Contractor shall have to borne all these expenditure in respect of their employee/manpower for deputation at site.
- 4.12 STATUTORY OBLIGATIONS :** It shall be responsibility of the contractor to ensure that he conforms to the various provisions of the statutory Acts like Contractor labour (Regulation& Abolitions) Act / Employees Provident Fund & Miscellaneous Provision Act / Employees State Insurance Act / Minimum Wages Act / Payment of wages Act / Workmen's Compensation Act etc. in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/ claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property whatsoever, arising out of the execution of the work/carrying out of the contract.
- 4.13** Any legal dispute will be subject to Kolkata jurisdiction only.
- 4.14** **The deputed electrician should have Workmanship License (Part-I & II) .**



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5.0 Health, Safety & Environment (HSE) Terms & conditions:

- 5.1 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.
- 5.2 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 5.2 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.**
- 5.3 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 5.4 The portable tools should be of fiber body, and double insulation.
- 5.5 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 5.6 All lifting tools and tackles should have valid test certificate.
- 5.7 Welding machines should have valid test certificate in last 6 months’ time.
- 5.8 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
 - 5.8.1 **Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
 - 5.8.2 **Work at Height permit:** if any job to be done above 6 ft 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.
- 5.9 **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.
- 5.9 **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.
- 5.10 **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.
- 5.11 **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.
- 5.12 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.
- 5.13 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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- 5.14 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.
- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 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.
- 5.19 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 5.20 **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; In case of major safety violation, the vendor will be Panelized as per Company's HSE Progressive Disciplinary Policy.
- 5.21 **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.
- 5.22 **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.
- 5.23 **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.
- 5.24 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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6. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

6.1.1 Eligibility Criteria For Techno-Commercial Bid

- (a) Payment of Interest Free EMD of Rs.[10,000/-]. *However*, registered micro and small enterprises shall be exempted *from submission of EMD subject to their submission of valid MSMED certificate.*
- (b) The bidder must have PF registration. Copy of **PF registration certificate required.**
- (c) The bidder must have ESI registration. Copy of **ESIC registration certificate required.**
- (d) GST Registration number. **Copy of GSTN registration to be submitted.**
- (e) Bidder's experience proof in maintenance job: **Copy of PO(s) of value not less than 5 Lakh for the similar job in last 3 years** (at least one PO)

6.1.2 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. For vendor registration related queries, kindly contact at 033-24500102.

6.2 Submission Of Online Bids

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

[A] **Technical / Commercial Bid [Un-priced]**, EMD & other requisite bulky document should be submitted in hard copy and to be uploaded in e-portal (except bulky document). Following documents must be to be submitted in this part:

- a) Upload copy of **EMD/EMD online payment receipt/UAM & hard copy of EMD to be submitted.**
- (b) Upload copy of **PF registration certificate required.**
- (c) Upload Copy of **ESIC registration certificate required.**
- (d) Upload **Copy of GSTN registration to be submitted.**
- (e) Upload Copy of **PO(s) of value not less than 5 Lakh for the similar job in last 3 years** (at least one PO)

In case of facing trouble in uploading the above document along with any other bulky document, same may also be submitted in hard copy in sealed envelope to the tender box. Hard copy (except original EMD DD/PO) submission is not required if uploaded online. BL appreciates submission of all document & EMD payment in online mode only.

And

[B] **Price Bid: Price bid must be submitted online only, offline submission of price bid will not be accepted. Kindly fill the price in the 'Price Schedule' format (a protected excel sheet), print the same, signed & stamped on the printed offer and upload the same in online price bidding section. Also furnish the Sub total (basic) price in the bidding section.**

6.3 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.**

6.4 Acceptance of offers

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.



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6.5 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage. 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-

6.6 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.

6.9 Price Variation

6.9.1 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.

6.9.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening the Technical Bid.

6.10 Notification Of Award

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

6.11 **Contract Period:** The contract shall be valid for the period of one year from the date of issue of contract/PO attentively from the month of **01.09.19**. However, if the selected successful vendor had not carried out this job for Balmer Lawrie in the past, the contract shall be initially for a trial period of 3 months only. On satisfactory performance of the job during the trial period, the order may be extended for a further 9 months totaling to one year overall. Further, the contract period may extend for one more year on mutual consent of the vendor and Balmer Lawrie on the same rate, terms and conditions.

6.12.1 **EMD/SECURITY DEPOSIT:** Interested registered 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 or **through online bank transfer in NEFT/ RTGS/IMPS mode.** The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD (BL) on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment 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.

6.12.2 **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. The EMD of unsuccessful bidder will be refunded to them after finalization of tender.

6.13 **Duty Timings:** Awarded contractor should start their daily checking/servicing **on all working days at 9-00 AM to 6-00PM** (subject to change). In case of breakdown/ schedule PM beyond the working days/hrs, permission to work shall be obtained.

6.14 **Payment Terms :** Payment will be made within 15 days from the date of submission of Monthly bills provided the same are correct in all respect supported by documents as mentioned in above point (clause no. 4.9) & job requisition slips for additional work and duly certified by Officer-in-charge of the company. 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.



Balmer Lawrie & Co. Ltd.

(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

- 6.15 Taxes & Duties:** Quoted rate shall be inclusive of all charges **except GST**, which shall be paid extra by BL at rate prevailing at the time of billing.
- 6.16 Indemnity**
The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor.
- 6.17. Liability & Ensuring Safety**
The Contractor will be fully responsible for ensuring safety of man, machine & property within premises.
- 6.18. Termination**
The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.
- 6.19. 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.
- 6.20 Provisions for Micro, Small and Medium Enterprises (MSME):**
- 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).
 - 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.
 - Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the grade at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSME bidder matches non-MSME L1 price, 25% of the tender quantity will be equally split between the L1 matching MSMEs. If more than one MSME bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSME bidders when seeking their acceptance to match L1 bid. **Not applicable in case of AMC.**
- 6.21. Arbitration**
Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

**Balmer Lawrie & Co. Ltd.****(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****8.0 Price Schedule****Part-II****Name of Bidder's Company :****(Price shall be quoted in this price scheduled with sign & stamped , and the scan copy of the same shall be uploaded the same on e-bidding portal)****Sub: AMC of Various Mechanical and Electrical equipments at Kolkata (Annual maintenance contract of Pump, Grease Milling machine, Homogeniser, Gearbox, Kettles, Tank, Processes Piping, Valves, Filling System (rotary), Electrical installation (except HT Panel & Transformer), motor Light & fan, and Allied services)**

Sl No.	Description of scope of Work	Qty.	UOM	Unit Rate	Amount
8.1	Preventive Maintenance (PM) of the machines/equipment/Electrical installations or distribution as per the Plan & checklist with all manpower, tools & tackles & free issued spares & consumable. PM also includes cleaning & painting of equipment (if required, the paint will be free issued).The Monthly plan consisting of schedule & checklist will be provided by the Maintenance Department . The equipment will be released for PM on working days between 9:00AM to 6:00 PM	12	Months		
8.2	Breakdown/Corrective maintenance (Mechanical/ electrical): Attending various breakdown calls during the working hours with all manpower, tools & tackle within 10 to 15 minute from the notification/maintenance order. All the spares & consumable required for the job will be free issued.	12	Months		
8.3	Malfunction/Preventive maintenance or new installation of Light & Fan/DB/Switch board, wiring cabling etc. : As required on day to day basis to be done with all manpower/tools & tackle. All the spares & consumable will be free issued.	12	Months		
8.4	Oil level Check & Maintaining : Monthly checking & Maintaining the lube/hydraulic oil of all Gear boxes, Hydraulic/gear oil lifts, Force lubricator of mechanical seal (3 nos), TF pump (4 nos), Fire pump engine, Vacuum Pump. Oil levels to be checked & maintained with records & remarks wherever the level is getting to further action.	12	Months		
8.5	Cleaning of Filters : Weekly Cleaning of Oil filters at filling point of Oil blending section. The equipment will be released for the same on Sunday/Holiday or between 6:00 AM/PM to 9:00 AM/PM on working days.	12	Months		
8.6	Cleaning of Strainers : Monthly Cleaning of all the strainers of installed before pumps. The equipment will be released for the same on Sunday/Holiday or between 6:00 AM/PM to 9:00 AM/PM on working days.	12	Months		
8.7	Cleaning Homogeniser's HVA Side block & Strainer (3 Set): Weekly scheduled cleaning of Homogeniser's HVA Side block & Strainer (3 Set) during the week on as and when required basis.	12	Months		
8.8	Cleaning of Strainer for Grease Pumps: Daily for cooking kettle 01 & Weekly Cleaning of all the Grease strainers installed before pumps	12	Months		
8.9	Weight cross verification with dead weight: weekly cross verification of all the weighing scales with 70 % load & log book to be maintained. In case of mismatch same shall be informed to the department.	12	Months		
8.10	DG Set (3 nos, 200, 250 & 380 KVAS): Daily visual check up of Fuel level, battery charge & system etc, Weekly running & testing the engine/system, Maintaining log book for the same. PM & major breakdown shall be covered by AMC under OEM.	12	Months		
8.11	Fire Hydrant System (1 Set, 9 hydrant Point x 2RRL hose) : Daily visual check, Weekly running & testing the engine/system, Half yearly PM & Hydro test of RRL hose & Annually overhauling of engine. Maintaining log book for the same. All spares & consumables will be free issued.	12	Months		
8.12	Fire Extinguishers(150 approx.) : Monthly visual check, cleaning & maintaining to locations as per records, Maintenance of extinguishers. (The refilling & pre-refilling checks shall be done by BL thru 3rd party.) After refilling by third party Painting the extinguishers, letter writings date of testing, date of refilling , next refilling date etc to be done & records to be submitted. All spares & consumables will be free issued.	12	Months		
8.13	Meter Reading & Records: Daily checking & maintaining log book for PF meter (3 nos x 2 times), Daily LT meter (2 nos) records, Monthly all energy meter & Water meter reading to be taken & report to be submitted.	12	Months		

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Name of Bidder's Company :

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Sub: AMC of Various Mechanical and Electrical equipments at Kolkata (Annual maintenance contract of Pump, Grease Milling machine, Homogeniser, Gearbox, Kettles, Tank, Processes Piping, Valves, Filling System (rotary), Electrical installation (except HT Panel & Transformer), motor Light & fan, and Allied services)

SL No.	Description of scope of Work	Qty.	UOM	Unit Rate	Amount
8.14	Managing & Upkeep of Engineering Store: Deputing one store keeper for Physical receipt of all the store items, entry of all receipt(IGR) and issues(MR), Physical issue of all store items as per advice of BL officials, Regular checking of balance quantity and Information feedback of NIL/Minimum stock quantities to BL-officials, Overall Store Management. , unloading & storing and issuing spares and equipment. The unloading & storing shall be supported by your other available person available at site.	12	Months		
8.15	Earth Pit testing (45 Nos) : Quarterly visual check earth pit & earth grid. Annually testing of earth value & report to be submitted, Charging common salt & water where ever required. painting the pit cover, Writing earth value & testing date on it.	1	Yr		
8.16	Cost of services for engaging additional semi-skilled mechanic in case of shut down maintenance per man days basis including Sunday/Holidays. Extended hours will be converted to equivalent man-days	50	Mandays		
8.17	Repairing & modification of Pipe line/kettle etc by welding & gas cutting with free issued gas/electrode. The contractor shall have to maintain 1 set of welding machine & gas cutter set at site. Laying/replacement up to 50 mtr pipeline to be done at a time.	12	Months		
8.18	Special Maintenance of the machines /equipment/ Electrical installations or distribution as per the Plan & checklist with all manpower, tools & tackles & free issued spares & consumable. (if required, the paint will be free issued).The Monthly plan consisting of schedule & checklist will be provided by the Maintenance Department . The equipment will be released for PM on Sunday/Holiday or between 6:00 AM to 9:00 PM on working days.	2000	Hrs.		
8.19	Cleaning of Thermopac & Boiler : Monthly onces cleaning of top cover & body of machine	12	Months		
8.20	Supply of welding MS electrode (3.15 mm x 450 mm, 90 PC pkt) on requirement basis [HSN 83119000]	80	pkt		
8.21	Supply of welding SS electrode (3.15 mm x 350 mm, 2 kg pkt) on requirement basis [HSN 83119000]	6	pkt		
8.22	Supply of Oxygen gas cylinder (7 m ³) on empty cylinder returnable basis as per requirement [HSN 28044090]	25	Nos		
8.23	Supply of LPG industrial cylinder (19 KG) on empty cylinder returnable basis as per requirement [HSN 27111900]	10	Nos		
8.24	Sub total				
8.25	GST (Select the appropriate rate from drop down)		@		
8.26	Grand total				

Note: [1] : Price must be quoted for all the items in this excel format, fill the unit rate & tax.
 Note: [2] : Take a Print out on Pain A4 paper (not on your letter head), then put your sign with stamp on each page.
 Note: [3] : Scan the above signed & Stamped Price schedule as pdf document (Price Schedule.pdf).
 Note: [4] : upload the above Price Schedule pdf file in e-bidding portal under upload price bid section.
 Note: [5] : Similarly Scan & Upload the EMD & other requisite documents on e-bidding portal.
 Note: [6] : Deposit the **hard copy** of EMD (DD/PO) & other requisite documents in **hard copy** to our tender Box as instructed in tender.