



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

P-3/1, Transport Depot Road

Kolkata – 700 088

Phone No. 2450-6816/11

Fax No. 2449-8355

Email No.: banik.s@balmerlawrie.com

TENDER NO: BL/CFS/KOL/Electric/17/20-21

TECHNICAL / COMMERCIAL BID

Tender Document for

**[DAILY MAINTENANCE OF ELECTRICAL EQUIPMENTS
AT P-3/1, TRANSPORT DEPOT ROAD, KOLKATA - 700 088]**

DUE DATE & TIME: [11/07/2020 at 17:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids in Single Bid System are invited from registered vendors with electrical contractors license and with sufficient experience in similar works and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions", for undertaking the subject contract for **DAILY MAINTENANCE OF ELECTRICAL GADGETS/EQUIPMENT AT P-3/1, TRANSPORT DEPOT ROAD, KOLKATA - 700 088**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	DAILY MAINTENANCE OF ELECTRICAL EQUIPMENT AT Balmer Lawrie CFS,,WD & EXT WD ,Kolkata
2	Tender No	BL/CFS-KOL/Electric/17/20-21
3	Validity Of Offer	60 days from the due date of the tender
4	Contract Period	6 months from the date of work order. The contract may be extended for another 6 months at same rates ,terms and conditions on mutual agreement
5	EMD	Rs.10,000.00 (MSE Vendors are exempted. Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs)
6	Downloading / Submission of Tender :	
	a. Starts on	01.07.2020
	b. Closes on	11.07.2020 at 17:00 p.m.
7	Opening of Tenders	On or after due date and time for submission.

GeM Declaration

Electrical Maintenance of entire CFS/Warehouse was not available in GeM for the location; Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.

- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST registration Number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.10,000/- (*Rupees Ten Thousand only*) online through our e-procurement website . **MSE/NSIC Certificate Holders are exempted from submitting EMD. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.** In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
Tender No : BL/CFS/KOL/Electric/17/20-21

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

1.2 Digital Certificate authentication

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

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

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be

completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.

- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

1. The broad responsibility areas of the Contractor will inter alia be as under:

- [1] Checking of lights, fan points as and when required. Repairing of tower lights, checking of all sub-distribution boards related to office and tower lights, operation of D.G. sets, water pump, minor repair to internal wirings etc. at CFS, WD –Sonapur and WD- HRC.
- [2] Vendor should carry out routine day to day checking and repair of HT Panel, Transformer, LT Panel, LT distribution boards, Control Panel for DG set and Fire engine, Pump switches, Control panel for A.C. system, control panels for Tower light etc. Vendor shall organize and extend periodic maintenance / services of all above mentioned Equipments as per prior planning with BL.
- [3] Checking of Reefer containers on daily basis(when the same is available at CFS) /maintenance of electrical line/plug point etc. in connection with Reefer containers.
- [4] Services like filtration and testing of transformer oil, insulation testing etc
- [5] ***Ensure adherence to all safety norms.***

However, cost of engagement of any third party for any specialized jobs shall be directly paid by BL or shall be reimbursed to vendor (with prior approval of BL).

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.

2. Deployment Of Manpower & Working Hours

The Contractor should provide all safety equipments required by the workmen for discharging their work. The Company will not be responsible for non adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Employees Compensation Policy.

The contractor personnel will have to abide the rules on Covid-19 situation as per communication on time to time basis. The contractor will provide his personnel with proper Covid-19 protection things/equipment.

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

The contractor will have to provide services round the clock (24 hours x 7 days). One(1) no Electrician in 3 shifts round the clock in A shift- 6AM to 2PM, B shift-2PM to 10PM and C shift-10PM to 6AM. In addition, One number High skilled electrician to be deployed in General shift i.e. from 9AM to 6PM.

It will be the duty of the Contractor to engage suitable Managers, Supervisors etc, if required, at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the CFS customers.

The Contractor will have to submit a list of their equipment and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter CFS. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor. Vendor to obtain permission from BL-CFS before deploying electricians by submitting their resume.

The vendor would be penalized @Rs.500/- each time for any absence of duty or any instance where it is found that no electrician deployed by vendor is present in CFS.

SAFETY CLAUSE

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

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

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

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

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

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

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

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

CASE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/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; ;

CASE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass

6. Non Use of Full Body Harness for work at Height (Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS :

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of EMD of Rs. **[10,000/-]** [MSE/NSIC Certificate Holders are exempted from submitting EMD. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012].

For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.

For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by Balmer Lawrie (BL).

- b) EMD is liable to forfeiture in the event of:
 - a) Withdrawal of offers during validity period of the offer
 - b) Non acceptance of orders by the bidder within the stipulated time after placement of order.
 - c) Any unilateral revision made by the bidder during the validity period of the offer.
 - d) Non submission of Security Deposit.
 - e) Bidders submitting false/fabricated/bogus documents in support of their credentials

- c) Should have minimum Average Financial Turnover of Rs. 6 Lacs per year during the last 3 financial years ending 2019-20]

- c) The Bidder should have successfully executed similar works / related civil works of cost not less than any of the following values during past 7 years ending 31st March, 2020 :-

- i. 3 jobs each of value not less than ₹ 3.00 Lakhs
- ii. 2 jobs each of value not less than ₹ 3.50 lakhs
- iii. 1 job of value not less than ₹ 5.60 lakhs

Documentary evidence in the form of work orders/completion certificates of similar job to be uploaded/submitted. Similar jobs means Maintenance of Electrical set up consisting of DG set, Material Handling Equipments, Lighting systems, etc.

- d) The bidder must have PF, ESI & GST registration.
- e) The bidder must have Trade License.
- f) Bidder must have valid License to Electrical Contractors issue by West Bengal Govt Electrical Licensing Authority. Photocopy to be uploaded and original to be produced on demand
- g) Bidder must submit the License copy of one Electrical supervisor employed under him having a supervisory License of West Bengal Govt Electrical Licensing Authority
- h) Bidder must submit the licenses of three workman to be employed by him for the work having license as per License issued by West Bengal Govt Electrical Licensing Authority.
- i) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head.

- 2. A] The Vendor should engage Licensed Electricians for executing the jobs and a list of Electrician should be kept for our record. [Copy of Electrical Licenses for the Electricians should be attached with tender documents.] Licenses should be issued by West Bengal Govt. Electrical Licensing Authority.**

B] It shall be responsibility of the contractor to ensure that he conforms to the various provisions of statutory Acts like Contract Labour (Regulations & Abolitions) Act 1970/Employees Provident Fund & Miscellaneous Provision Act 1952/Employees State Insurance Act 1948/Minimum Wages Act 1948/Payment of Wages Act 1936/Employees Compensation Act 1923 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. The contractor shall also indemnify the Company against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder:

- Contract Labour (Regulations & Abolitions) Act 1970
- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Employees Compensation Act 1923
- Payment of Bonus Act 1965

2. Submission Of Online Bids

The bids should be submitted online in eproc system. In Price Bid, only the rates are to be submitted as per given format. Hard copy of documents (if voluminous) is to be submitted in hand to BL-CFS within due date and time.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Acceptance of offers

- 3.1 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.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 3.4 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.
- 3.5 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.

4. Negotiations

- 4.1 Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.
- 4.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

5. Price Variation

- 5.1 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.
- 5.2 The quoted rates shall be valid for a period of minimum 60 days from the due date of the tender

6. Notification Of Award

Qualified Bidder who will be found to have quoted the overall lowest bidder for the BOQ/Price Schedule of this tender shall be determined as L-1 bidder and that bidder only shall be considered for awarding the contract.

7. Contract Period

The contract will be for a period of **6 (six) months** from the date of work order. On satisfactory performance during the initial contract period 6 (six) months], the contract may be extended at the discretion of the Company for another period of six month on the existing rate , terms & conditions.

8. Security Deposit / EMD

(i) On acceptance of the Bid, Contractor shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit equal to one months Contract value and the same shall be in any of the following:

a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.

b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed.

(ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work, final bill payment & after submission of Performance Bank Guarantee covering the defect liability period .

(iii) No interest shall be payable against Security Deposit.

(iv) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated, penalty or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.

(vi) Security deposit has to be paid by MSE vendors too.

9. Payment Terms

Payment will be made on monthly cycle basis in the following month within 30 (thirty) working days of submission of bills with all relevant supporting documents. Contractor should submit the copy of ESI and PF Challans as a proof of documents that contribution has been submitted in the name of workmen, else no payment would be made. Vendor has to submit monthly attendance copy along with invoice. In case of late entry/ absence, the vendor would be penalized for the person arriving late on pro rata basis of that shift.

10. Penalty Clause

The vendor would be penalized @Rs.500/- each time per personnel for any absence of duty or any instance where it is found that no electrician deployed by vendor is present in CFS.

If the absenteeism is for more than 5 day Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contractor and it will be adjusted from the pending bills & other deposits with Balmer Lawrie & Co Ltd

11. This is a no split tender.

TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO &

SMALL ENTERPRISES (MSES)

- 11.1** As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order,2012
- a. District Industries Centers (DIC)
 - b. Khadi and Village Industries Commission (KVIC)
 - c. Khadi and Village industries Board and Coir Board
 - e. National Small Industries Corporation (NSIC)
 - f. Directorate of Handicraft and Handloom
 - g. Any other body specified by Ministry of MSME
- 11.2** MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.
- 11.3** The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.
- 11.4** The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.
- 11.5** Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.
- 11.6** 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
- 11.7** Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

12. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

13. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

14. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

15. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to

negligence/mishandling of equipment/electric Line by the Operator and /or malfunctioning of the Electrical equipment would be to the account of the contractor.

16. Termination

16.1 Termination on expiry of the CONTRACT

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

16.2 Termination on account of insolvency

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

16.3 Termination for unsatisfactory performance

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 90 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.

16.4 Consequences of termination

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

16. Force Majeure Conditions:

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-In-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the delivery period. On decision of BL/BL arrived at after consultation with the Vendor, shall be final and binding. Such a determined period of time be extended by the BL to enable the Vendor to deliver the items within such extended period of time.

If Vendor is prevented or delayed from the performing any of its obligations under this agreement by Force Majeure, then Vendor shall notify BL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the event.

17. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or

enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

18. **Tender for registered approved vendors only:** The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
19. **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 and e-procurement website <https://eproc.balmerlawrie.com>

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/KOL/Electric/16/20-21 and hereby confirm our acceptance of the same.

Place :	Signature of Tenderer
Date :	Name & Address
	Telephone Nos.
	Office:
	Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	CIN No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSEME act	
15	In case registered under MSME provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

PRICE BID

SCHEDULE OF RATES

<u>Sl No.</u>	<u>Item Description</u>	<u>QTY</u>	<u>UNIT</u>	<u>Rate ₹</u>	<u>SAC CODE</u>	<u>GST Rate %</u>	<u>Total Amount ₹</u>
1	Monthly Maintenance Charges including Sundays /Holidays and any additional hours of work executed	6	Month				
	<u>Total in words</u>						