



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

P-3/1, Transport Depot Road

Kolkata – 700 088

Phone No. 2450-6813/11

Fax No. 2449-8355

Email No.: [sett.a@balmerlawrie.com](mailto:sett.a@balmerlawrie.com)

**TENDER NO: BL/CFS/KOL/Electric/17-18**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

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

**DUE DATE & TIME: [19/02/2018 at 15:00 Hrs ]**

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### **NOTICE INVITING E-TENDER**

On line bids in Single Bid System are invited from registered electrical contractors 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 GADGETS/EQUIPMENT AT P-3/1, TRANSPORT DEPOT ROAD, KOLKATA - 700 088
2	Tender No	BL/CFS/KOL/Electric/17-18
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	<b>60 days.</b>
5	EMD	<b>Rs.10,000.00</b> /-( In case of MSMED /NSIC vendors , a photo of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
6	Downloading / Submission of Tender :	
	a. Starts on	<b>09.02.2017</b>
	b. Closes on	<b>19.02.2017 By 15.00 Hrs.</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

#### **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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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
- Income Tax PAN number
- GST registration Number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- Certificate from bankers about financial soundness.

#### **2. VERIFICATION OF DOCUMENTS**

- 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.
- 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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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)]** by Demand Draft/Pay Order at our above address. **In case of MSMED /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD.** The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/RTGS) evidencing payment of 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. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

BalmerLawrie& 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**

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.

**HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST**

(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))

**OFF HOURS & HOLIDAY SUPPORT**

Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.

**Please email your issues before your call helpdesk. This will help us serving you better.**

**Contact Nos. and email IDs for Balmer Lawrie helpdesk officers**

	<b>Balmer Lawrie &amp; Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001</b>		
	<b>Balmer Lawrie e-Tendering Support Staff:</b>		
<b>Nodal officer [For Escalation]:</b>  <b>C1 India</b>  Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- <a href="mailto:ritabrata[chakraborty@]c1india[dot]com">ritabrata[chakraborty@]c1india[dot]com</a>	Name	E-mails	Phone Numbers
	1. Mr. Tuhin Ghosh	<a href="mailto:tuhin[dot]ghosh[at]c1india[dot]com">tuhin[dot]ghosh[at]c1india[dot]com</a>	+91-8981165071
	2. Mr. Tirtha Das	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
	3. Mr. Ravi Gaiwal	<a href="mailto:ravi[dot]gaiwal[at]c1india[dot]com">ravi[dot]gaiwal[at]c1india[dot]com</a>	+91-022-66865633
	4. Mr. Ujjal Mitra	<a href="mailto:ujjal[dot]mitra[at]c1india[dot]com">ujjal[dot]mitra[at]c1india[dot]com</a>	+91-8986678058
close			

## 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.

- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie 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.

### **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 BalmerLawrie.
- 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 BalmerLawrie.

## **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 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 electrical lines 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 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 equipments 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 1<sup>st</sup> 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/hydracmac/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/-]** *[MSME/NSIC vendors are exempted from submission of EMD. Vendors seeking exemption of EMD are to submit copy of MSME/ NSIC certificate with relevant services of tender. In case any vendor submits MSME/ NSIC certificate that is not related to tender and the vendor does not submit EMD, then the offer would be deemed to be disqualified]*

b) Should have minimum Average Financial Turnover of Rs. 6 Lacs per year during the last 3 financial years ending 2016-17]

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 December, 2017 :-

- i. 3 jobs each of value not less than Rs.7.20 Lakhs
- ii. 2 jobs each of value not less than Rs.9.0 lakhs
- iii. 1 job of value not less than Rs.14.40 lakhs

Documentary evidence to be uploaded/submitted.

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..

g) Bidder must have Electrical Supervisor's Certificate of Competency.

h) 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 provided on contractor's letter head.

#### **2. A] The Vendor should engage /Highly Skilled/Skilled 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.]**

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

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Kolkata]**  
**Tender No : BL/CFS/KOL/Electric/17-18**

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 to be submitted in hand along with EMD 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 is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 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**

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 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 120 days from the date of opening the price Bid.

**6. Notification Of Award**

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

**7. Contract Period**

The contract will be for a period of **[24 months]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[24 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

**8. Security Deposit / EMD**

A non-interest bearing Security Deposit of **[Rs.2 lakhs]** by way of Bank Draft or Bank Guarantee of equivalent amount, in addition to the Performance Guarantee, will be required to be deposited with the Company by the successful bidder within 10 days of getting work order from the Company. The Security Deposit would be refunded back to vendor upon successful completion of Contract period plus six months defect liability period. No interest would be paid on Security Deposit. EMD of unsuccessful bidder shall be refunded without interest after finalization of the contract. The EMD amount of the successful bidder would be refunded back upon submission of Security Deposit.

**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. LD Clause**

In the case of delay in completion of the work by reason of contractor's fault, the Contractor shall pay compensation to the Owner calculated in phase-wise manner @0.5% of the executed value of work for every week of delay or part thereof subject to a maximum of 10% of the total Contract value.

**11. 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.

**12. 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. 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. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. 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.

**13. 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/Eclectic Line by the Operator and /or malfunctioning of the Electrical equipment would be to the account of the contractor.

**14. 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.

**15. 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 and deliveries under the contract shall be resumed as soon as practicable.

**16. 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 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.

## DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/KOL/Electric/17-18 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name &amp; Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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

01	<b>Monthly Maintenance Charges including Sundays /Holidays and any additional hours of work executed</b>	<b>Rs. [per month]</b>
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GST: Payable as applicable rate extra as applicable.

Statutory deductions shall be made as applicable rate.