



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
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CIN - L15492WB1924GOI004835

e- TENDER NO: BL-CFS-KOL/CCTVAMC/19/20-21

TECHNICAL / COMMERCIAL BID

Tender Document

**TENDER FOR Annual Maintenance contract for IP based CCTV
surveillance system
at CFS,WDS-Sonapur/WD-HRC
KOLKATA- 700 088**

Start Date and Time : 25/06/2019 12:00 hrs
Due Date and Time : 06/07/2020 17:00 hrs

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**CHECK LIST FOR SUBMISSION OF TENDER
(TO BE SUBMITTED WITH UN-PRICED PART)**

Tenderers are requested to fill up this Check List and attach supporting documentary evidence.

SL No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Earnest Money Deposit	
2	90 days validity of the offer confirmation	
3	Audited Annual Reports (for past three years)	
4	Copy of Purchase Order and Completion Certificates/commissioning report for similar works as per Pre-qualification Criteria	
5	Authorization Letter from OEM for dealers	<u>N.A.</u>
6	Power of Attorney of the Signatory	
7	PAN	
8	Provident Fund Registration	
9	GSTIN Registration	
10	Valid MSE Registration certificate as per NIT	
11	In case of SC/ST or woman entrepreneur, please provide details as per tender	
12	Price Schedule in Un-priced Bid duly blanked out and signed	
13	Tender Document (along with addendum if any) duly signed and stamped on all pages	
14	Price quoted strictly as per Tender price schedule	
15	Payment Terms in compliance to tender requirement	
16	Delivery Period in compliance to tender requirement	
17	LD clause in compliance to tender requirement	
18	Defect Liability Period in compliance to tender requirement	
19	All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document	

NOTICE INVITING E-TENDER

Part I- Unpriced Bid

On line bid in single Bid System is invited from the registered and experienced Vendors , who fulfill the eligibility criteria mentioned in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for **Annual Maintenance Contract of CCTV surveillance system.**

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	TENDER FOR Annual Maintenance of IP based CCTV surveillance system
2	Tender No	e-tender No.:BL-CFS-KOL/CCTVAMC/19/20-21
3	Validity Of Offer	90 days from the due date of the tender
4	Completion Period	The contract will be for a period of 24 months from the date of the work order
5	EMD	NA
	Downloading / Submission of Tender :	
7	a. Starts on	25.06.2019 12:00 hrs
8	b. Closes on	06.07.2020 17:00 hrs
	Opening of Tenders	On or after due date and time for submission.

GeM Declaration

**AMC of IP based surveillance system 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

- 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

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. **EMD is non-applicable** 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

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))			
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

Annual maintenance Contract of existing CCTV Surveillance System at Container Freight Station, P-3/1, Transport Depot Road, Kolkata- 700088.

As mentioned above following shall be applicable:-

- I. The successful bidder's deployed person should keep in touch with our IT personnel at CFS or any person as shall be advised by the company for taking System performance report and discharge the responsibilities in a timely manner.
- II. The person should possess mobile for taking instruction from Balmer Lawrie (BL) Engineer-in-charge (EIC)
- III. The person should be available at our office as per schedule - twice in a week during General Shift Duty(9:15 am to 6:15 pm). In addition the vendor should attend to our break-down calls immediately in intimation over Phone/E-mail etc.
- IV. Any other relevant activity, which may be required from time to time.

FOR ANNUAL MAINTANANCE CONTRACT FOR EXISTING CCTV SYSTEM

Schedule of Requirements:

Annual Maintenance Contract for entire System as per specification, terms and conditions of Contract.

Scope of Contract :

Details of the system

Sl. No.	Item Description	Qty.
1	Outdoor Bullet cameras make Dahua	07
2	Outdoor Bullet cameras make Honey Well (Analog)	01
3	Dome Cameras Make Dahua	03
4	Dome cameras make Honeywell	01
5	PTZ Cameras make Dahua	03
6	CPU with keyboard & monitors (Assembled)	02
7	LCD 27" make AOC	02
8	16 Part NVR make Dahua	02
9	LCD TV(40") make Haier	01

Sl. No	. Item Description	Qty
10	2MP Full HD Network WDR IR Bullet Camera 2.7mm~12mm , motorized zoom with inbuilt video analytic features. (Dahua make)	6
11	4MP IR bullet camera WDR (120 db) smart detection supported 40 mtr IR (Dahua make)	6
12	NVR 32 Channel with 4 slot for hard disk (Dahua make)	1
13	Hard Disk 4 TB (surveillance Type) Seagate	2
14	42 inch LED Monitor LG	1
15	Network Switch 8 Port 10/100 mbps (Dlink)	4
16	Access point outdoor omni 360 degree with Antenna	1
17	Single mode Media converter 10/100 mbps	10
18	6 port LIU	4

List of Camera,NVR & CPU

Sl. No.	Device Description	Type	Sites	Remarks
1	Outdoor bullet camera make Dahua	IP Bullet	CFS	
2	Outdoor bullet camera make Dahua	IP Bullet	CFS	
3	Outdoor bullet camera make Dahua	IP Bullet	CFS	

4	Outdoor bullet camera make Dahua	IP Bullet	CFS	
5	Outdoor bullet camera make Dahua	IP Bullet	CFS	
6	Outdoor bullet camera make Dahua	IP Bullet	CFS	
7	Outdoor bullet camera make Dahua	IP Bullet	CFS	
8	PTZ camera make Dahua	IP PTZ	CFS	
9	Bullet camera	Analog	CFS	
10	Bullet camera	Analog	CFS	
11	Dome camera make Dahua	IP Dme	CFS	
12	Dome camera make Dahua	IP Dme	CFS	
13	Dome camera	Analog	CFS	
14	Dome camera	Analog	CFS	
15	Outdoor bullet camera make Dahua	IP Bullet	CFS	
16	Outdoor bullet camera make Dahua	IP Bullet	CFS	
17	Outdoor bullet camera make Dahua	IP Bullet	CFS	
18	Outdoor bullet camera make Dahua	IP Bullet	CFS	
19	Outdoor bullet camera make Dahua	IP Bullet	CFS	
20	Outdoor bullet camera make Dahua	IP Bullet	CFS	
21	Outdoor bullet camera make Dahua	IP Bullet	CFS	
22	Outdoor bullet camera make Dahua	IP Bullet	CFS	
23	Outdoor bullet camera make Dahua	IP Bullet	CFS	
24	Outdoor bullet camera make Dahua	IP Bullet	CFS	
25	Outdoor bullet camera make Dahua	IP Bullet	CFS	
26	Outdoor bullet camera make Dahua	IP Bullet	CFS	
27	Outdoor bullet camera make Dahua	IP Bullet	CFS	
28	Outdoor bullet camera make Dahua	IP Bullet	CFS	
29	Outdoor bullet camera make Dahua	IP Bullet	CFS	new

30	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
31	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
32	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
33	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
34	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
35	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
36	Indoor bullet camera make Dahua	IP Bullet	WD HRC	
37	Outdoor PTZ Camera make Dahua	IP PTZ	WD HRC	
38	Outdoor bullet camera make Dahua	IP Bullet	WD Sonapur	
39	Outdoor bullet camera make Dahua	IP Bullet	WD Sonapur	
40	Outdoor bullet camera make Dahua	IP Bullet	WD Sonapur	
41	Outdoor bullet camera make Dahua	IP Bullet	WD Sonapur	
42	Outdoor bullet camera make Dahua	IP Bullet	WD Sonapur	
43	PTZ camera make Dahua	IP PTZ	WD Sonapur	
44	16 Port NVR make Dahua	NVR	CFS	
45	16 Port NVR make Dahua	NVR	CFS	
46	32 Port NVR make Dahua	NVR	CFS	
47	8 Port NVR make Dahua	NVR	WD HRC	
48	8 Port NVR make Dahua with AOC LCD	NVR	WD Sonapur	
49	CPU with AOC LCD and Keyboard + Mouse	Dell Inspiron i5	WD Sonapur	
50	CPU with AOC LCD and Keyboard + Mouse	Dell Inspiron i5	WD Sonapur	
51	CPU with AOC LCD and Keyboard + Mouse	Dell Inspiron i5	CFS	
52	CPU with AOC LCD and Keyboard + Mouse		CFS	

53	CPU with AOC LCD and Keyboard + Mouse	Dell Inspiron i5	WD HRC	
54	CPU with AOC LCD and Keyboard + Mouse	Dell Inspiron i5	WD HRC	

Following Preventive Maintenance should be carried out during the AMC:

Bidder should deploy 1 or 2 nos. technician based in Kolkata who is competent in handling Dahua equipment and should report once in a week for preventive maintenance and cleaning apart from on call reporting for breakdown maintenance.

Camera & Housing:

1. Camera / lens focus and auto iris to be adjusted properly.
2. Camera field of view is to be adjusted to customer's requirements.
3. Camera/housing viewing window should be clean from inside and out.
4. Camera lens should be dust free.
5. Interior of Camera enclosure is clean and dry and free of dust.
6. Check operation of pan tilt, and zoom focus. Use controller in control room to check all these operations.

Wire & Cable:

1. Check wiring and cable harnesses for wear and fray.
2. Check to make sure cable is dressed properly.
3. Check connectors and cable entry points for loose wiring.
4. Cat 6 cable is transmitting an adequate video signal to control room. Signal should be free of distortion, tearing, hum-bars, EMI, and rolling, etc.
5. Make sure all Cat 6 cable connectors are working properly.

Control Equipment:

1. Monitors are free from picture burn-in, and distortion.
2. Monitors have proper contrast and brightness.
3. DVR s are functioning properly and provided distortion free recording.
4. DVR should be sent out for professional cleaning, and belt changes. This should be occur on a regular basis
5. Clean all the monitor screen, control panels, and keyboards with a diluted cleaning solution.
6. Check all coaxial connectors on the back panels for loose connections.
7. Check all power connections to insure AC plugs are not loose or power cables frayed.



GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a) 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.
- b) The tenderer/bidder should have successfully involved Annual Maintenance Contract of IP based CCTV surveillance system for following minimum values during past seven (7) years ending last day of month previous to the one in which tenders are invited:-
 - a) **3 jobs** each of value not less than **₹ 1.2 Lakhs** or
 - b) **2 jobs** each of value not less than **₹ 2.00 Lakhs** or
 - c) **1 job** of value not less than **₹ 3.2 Lakhs**

Copy of work orders and completion certificates from reputed clients in India and abroad should be enclosed as supportive documents. Order copy issued by the principal company who has given the work shall also be furnished if the completion certificate is issued by the consultant on behalf of the principal company. The completion certificate should include following

Details :-

1. Work order reference along with completion certificate as main or sub-contractor clearly specifying the job.
2. Total amount of work in ₹ completed against work order.
3. Date of completion/ Duration.
4. Name of agency executed.

Such works shall be carried out by the party directly in their name. Sub-Contracting from main contractors shall cause dis-qualification

The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be

considered while evaluating the individual work order value.

5.TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

6.Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

- c) Should have minimum Average Financial Turnover of ₹ 2.00 Lakhs per year during the last 3 financial years ending with March 2019(Proof to be attached). preferably in related business. The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account for last 3 years. If certified Balance

Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same

- d) The Bidder must have GST, registration (photocopy to be attached)
- e) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.
- f) The bidder should have office located at Kolkata. Proof of office address at Kolkata has to be submitted. AOA/MOA/partnership deed/aadhar card specifying the address to be at Kolkata needs to be submitted

02. Submission Of Online Bids

The bids should be submitted in single part as given in the e-procurement website [

For Price Bid, only the rates are to be submitted as per given format.

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.

03. Tender Opening

The tender will be opened as per the tender calendar

04. Acceptance of offers

4.1 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.

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

- 4.3 a) Bidders will be selected through evaluation of their Bids based on fulfillment of pre-qualification criteria i.e. submission of all required PQ documents & other required documents, EMD/MSME Certificate as per the instructions contained in the tender document. The tenderer shall fill the rates & amounts both in words and figures in the online price bid only. The amount against each item is also to be filled in. In case of any discrepancy, the amount quoted in words shall be taken as correct. L1 Bidder will be determined based on total basic amount for the job. 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.

b) RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates/Price bid. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.

- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

4.4 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.

4.5 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 will be rejected.

4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. Negotiations

5.1 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.

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 whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

06.Price Variation

6.1 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.

6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 90 days from the due date of the tender

07. SITE VISIT.

The Tenderer, at the Tenderer's own cost/responsibility is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for execution of the work.

08. Notification of Award

Prior to the expiration of the period of Bid validity, BL will issue letter of intent on the successful bidder(s). Work order will be given on submitting the security deposit .

09. Power

Power for required for the work shall be provided by the company.

10. Completion Period

The contract will be for a duration of 24 months only.

11. Payment Terms

Payment shall be made on monthly basis for successful service completion of the preceding month and within 30 days of submission of bills certified by the Engineer In-charge of Balmer Lawrie & Co Ltd.

12. Security Deposit

- (i) On acceptance of the Bid, Contractor shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit of 5% of the 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.

13. Penalty due to non-performance

PENALTY CLAUSE APPLICABLE AS FOLLOWS:

Sl. No.	Description	Maximum free period For breakdown	Rate of penalty Beyond Free Period
01	The escalation times for response	08 Hrs (working hours 10 am To 6 PM except Sunday)	Rs. 50/- Per day
02	Failure for weekly visit for preventive maintenance.	During the particular week	Rs. 50/- for every week
03	Minor defect rectification of camera.	15 Days (Replacement with standby camera)*	0.5% of purchase order value of camera (per week)
04	Critical Defect Of Camera.	30-45 days (Replacement With standby camera)*	0.5% of purchase order value of camera (per week)

*Vendor shall keep 1 (one) number Standby Camera as stock at site or at their Kolkata office to comply with above

replacement criteria.

14. Performance Guarantee & Warranty

- a) The contractor shall guarantee that the workmanship of work done is as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available and quality as required for the application.
- b) The contractor shall also guarantee that the work done shall be as per prevailing relevant standard, codes and statutory practices / stipulations.
- c) The contractor shall also guarantee that the work will be carried out by professional technicians in the field of the work

15. This is a no split tender

TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)

- 15.1** 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
- 15.2** MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.
- 15.3** 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.
- 15.4** 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.
- 15.5** Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.
- 15.6** 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
- 15.7** 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 L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching

16. 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.

17. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

18. Third Party Liability Insurance: The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property. **Site handover would not be done unless Insurance documents are handed over to Executing Authority,**

19. 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 any other firm at the 'Risk & Cost' of the contractor.

20. 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.

21. Termination

21.1 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.

21.2 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.

21.3 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.

21.4 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.

22. 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.

23. 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.

24. **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.
25. **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>

26. HSE Clause

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated

electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.

b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.

c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.

d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

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

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

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

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

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

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

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor

as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.

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

ANNEXURE - I

MINOR VIOLATIONS

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

ANNEXURE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL- CFS-KOL/CCTVAMC/19/20-21 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

Attachment-1
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./ LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
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 MSMED act	
15	In case registered under MSMED 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.	

Attachment _II

DETAILS OF EXPERIENCE

Tenderer shall give information of similar supply carried out during past seven (7) years strictly as per the proforma given below.

Sl. No .	Full particulars of similar works made by the Vendor	Work Order Value	Completion time as stated in the Order	Actual Completion time	Year of completion	Name & Postal address of Client with Telephone/Fax No.
1	2	3	4	5	6	7

Certified that the above information is correct.

Attachment-III
DEVIATION STATEMENT (IF ANY)

Please list clearly all Techno-commercial tender clauses against which a deviation / exception sought failing which it shall be deemed that the vendor has accepted the tender clause.

SL. NO.	TENDER REFERENCE (Page no., Clause No., Paragraph)	SUBJECT	DEVIATION / EXCEPTION PROPOSED

Part II-Price Bid(To be submitted online)

NOTES:

- 1.0 Details of the item under this Schedule shall be read in conjunction with this note and corresponding Scope of work and general terms and conditions
- 2.0 **The tenderer should quote for all items in the Price Bid online only.** The rates should be expressed in English both in figure and words. Where discrepancy exists between the two, rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail. All entries shall be in English language.
- 3.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- 4.0 The Quantities of the item mentioned in the Scope are approximate and may vary upto $\pm 10\%$

SCHEDULE FOR RATE QUOTATION

SL. NO.	DESCRIPTION OF ITEM	QTY	Unit	SAC code	GST Rate %	Total Amount ₹
1	AMC rate for IP based CCTV surveillance system	24	Monthly			
	Total in words					