



# Balmer Lawrie & Co. Ltd.

(A government of India Enterprise)

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

(Unit-ARL,Kolkata)

Phone- (033) 2450 0178, Fax- (033) 2439 2277, E-mail: murali.s@balmerlawrie.com

## Limited Tender Enquiry

Tender No.: GLK/TE20/287

Date: 25.02.2021

Due: 08.03.2021

**The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”**

**Sub: Repairing of existing LAN and new connection of LAN, Wi-fi connectivity procurement and installation at A R L being damaged in Amphan Cyclone at P-43, Hide Road Extn., Kolkata - 700 088.**

**O**ffers are invited from the competent and experienced vendors in the field with technical on IT Background and financial capabilities for the subject jobs in Sealed envelope superscripting the Tender No and Due Date as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Health, Safety & Environment (HSE) terms & conditions
- 3.0.0 Price Schedule
- 4.0.0 Disclaimer Clause

The estimated value of the said job is Rs.1.27 lakhs.

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

S MURALI  
AVP (R & D)

Encl.: As above



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## 1.0.0 General Terms & Conditions:

1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Shri S Murali  
Associate Vice President [ R & D ]  
Balmer Lawrie & Co. Ltd.,  
P-43, Hide Road Extension, Kolkata-700088,  
E-mail- [Murali.s@balmer](mailto:Murali.s@balmer) Lawrie.com  
Phone No: 033-24500178

1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.

1.3.0 The **bidder shall not be allowed to deviate from their scope of work as mentioned in the Price Bid of this tender and in such deviation case their offer shall be rejected. For example, if a vendor quoted for all the item as per scope of work or price schedule except one item say Wi-fi, in that case their offer shall be rejected.**

1.4.0. Submission of Tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.

1.5.0 The vendor is not allowed to give any "sub-contract" without proper justification and approval of BL.

1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.

1.7.0 **Job completion Period:** The expected completion period of entire job should be **One Month** from the issue date of Purchase Order (PO) or LOI whichever is earlier. However, the early completion period for the job(s) would be preferred.

### 1.8.0 Submission Bid:

1.8.1 **Price bid must to be filled hard bid only.**

Bidders are requested to kindly visit our website: <https://balmerlawrie.com> for the same. Bidder may submit **the other requisite document as required in the tender.** The DD/PO against the EMD (if applicable) shall be submitted in **hard copy** in a sealed envelope, superscripting the envelope with tender no., date & due date, covering letter. Additionally, any



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bulky technical bid or **relevant data sheet** may also be submitted in hard bid wherever it was not uploaded in e-bid portal within the due date of this tender. Only Hard copies of the Price Bid should be sent along with the other documents.

- 1.9.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **qualified vendor**, whose total price of entire job **stands lowest**.
- 1.10.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.12.0 **Guarantee Period:** - Vendor shall guarantee against all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the 'VENDOR' and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.
- 1.13.0 **After Job:** - Bidder shall have to specify the contact details of local service person to provide after sales service facility incase required in future any complain, repairing job.
- 1.14.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
- 1.14.1 Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
- 1.15.0 If any damage is caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.16.0 **Job site, working days & hours:** - All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:00 pm (timing may be relaxed if required). The job site will be provided by BL immediately from date of issue of LOI/PO to the successful vendor for the job.
- 1.17.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However, BL shall maintain the confidentiality for the submitted documents.
- 1.18.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors must register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.19.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).



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## 1.20.0 Provisions for Micro and Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band (L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”

Qualification Criterion for MSE's for availing the above benefits:

- a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- b. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs. Since the order is not split-table, hence price preference to MSE bidder is not applicable.

Bidder should read Government Notification dated 1st, June'2020 in respect of “New Definition of MSE” as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSMEs.



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## MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION

New Delhi, the 1st June 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

1.20.1 **Payment terms:** 100 % of PO value within 30 days from the date of submission of duly certified Bills/Invoice.

1.20.2 **GST Clause - *The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor***

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

2.1.0 Proper safety precautions and measures to be taken care of on the principle of "Safety comes first" during the entire contract period. The contractor shall be bound to bear any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.

2.2.0 Care shall be taken to provide and maintain the safety measures and statutory safety rules and act in force by contractor

2.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. All scaffolding materials should be of MS tubular type.

2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.



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- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
- Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises  
**Work at Height permit** : if any job to be done above 6 ft height  
**Work at confined Space** : if must work inside the any tank or kettle & duct in the premises.  
No person will be allowed to work in the premises without work permit & absence of site supervisor.
- 2.10.0 **Security & safety of Contractor's persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 2.11.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.
- 2.12.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning their name, father's name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 2.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 2.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 2.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.
- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.8 In the event of any accident occurring during work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and





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expenditure incurred hereon will be borne entirely by the tenderer/contractor.

2.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:

2.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non-compliance, up to a cumulative limit of three @ 3.0%, 6% and 10 % of Contract against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> non-compliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 non-compliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL.

## 3.0

### Price Schedule

SN	Description	Unit	Qty.	Rate	Amount
<b>A. NEW LAN &amp; EXISTING LAN REPAIRING, Procurement of wi-fi &amp; INSTALLATION</b>					
1	Layer 2 Network Switch (CISCO) (Cisco SG-350 K9 Managed Switch)	NOS	1		
2	Indore Access Point (with POE) [WI-FI]	NOS	3		
3	Rack Tray	NOS	2		
4	Fully loaded Patch Panel 24 port (Molex)	NOS	2		
5	Rack Power Strip 6 Socket (Including 5/15 AMP Socket)	NOS	2		
6	Rack Cooling FAN (FAN will manually may Attached with Rack)	NOS	2		
6	CAT-6 Information Outlet + Face Plate + Back Box (D link)	NOS	28		
7	CAT-6 UTP Cable (305 Mtrs = 1 Box)	BOX	4		
8	CAT-6 Patch Cord 2 Mtr Length	NOS	21		
9	CAT-6 Patch Cord 1 Mtr Length	NOS	31		
10	25 MM PVC Conduit with accessories	MTRS	290		
11	20 MM PVC Casing 20 MM (ISI Make)	MTRS	70		
12	Maintenance & Repairing old LAN including old network rack and New LAN installation (including cable dressing)	LOT	1		

#### **Please note:**

1. Cisco Layer 2 switch SG series with Gigabit Port may acceptable.
2. Use UTP cable minimum CAT6.
3. Fully loaded Patch Panel 24 port recommended minimum CAT6.
4. Network rack must be fulfilled the Network Rack Standard.
5. All materials must be branded.
6. Warranty support must serve by L 1 Vendor
7. New LAN Connection approx. 21 NOS



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The above quantities are indicative only, it may vary as per actual requirement. However, for calculation of contact value, the tolerance will be considered up to  $\pm 20\%$ .

#### 4.0 Disclaimer Clause:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

S MURALI  
AVP (R & D)