



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068]

Phone No 25941813 /25940643 Fax No. 25941863

[E-mail: loganathan.s@balmerlawrie.com]

CIN - L15492WB1924GOI004835

TENDER NO: BLC/CFS/ELECT AMC/03

Dt. 05.05.2021

Tender Document for

Carrying out Electrical Maintenance Work

DUE DATE & TIME: [15/05/2021]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	6
5	General Terms and conditions	7-12
6	Declaration accepting terms & conditions by bidder	13
7	Particulars of the organization	14
8	Price Bid	15
9	Bid Security Declaration Form	16
10	Sample Format of Declaration of Blacklisting / Holiday Listing	17

NOTICE INVITING E-TENDER

On line bids are invited on two bid system from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions for undertaking the subject contract for Carrying out **Electrical Maintenance work at Container Freight Station, Manali, Chennai 600 068.**

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 bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

S.No	Description	Details
1	Name of Work	Carrying out Electrical Maintenance Work
2	Tender No	BLC/CFS/Electrical AMC/03
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	One year w.e.f. 01.06.21
6	Bid Security Declaration	Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by the bidder).
7	Submission of Tender :	
	a. Starts on	05.05.2021
	b. Closes on	15.05.2021
8	Opening of Tenders	15.05.2021

GeM Declaration

Service of Carrying out Annual Electrical Maintenance Work is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.

1. LIST OF DOCUMENTS TO BE SUBMITTED:

The scanned copies of following documents should be submitted along with price bid.

- 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 LLP/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 three 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, Performance Security deposit 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 & Excel Sheet of Price Bid format from the e-tendering portal <https://balmerlawrie.eproc.in>. The stamped signed scan copy of filled price bid in Excel Sheet has to be uploaded online only, any additional supporting documents 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.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tender 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 is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before you call helpdesk. This will help them serve you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	tuhin.das@c1india.com	+91-8981165071
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Chikkavarappu Manishankar	chikkavarapu.manisankar@c1india.com	+91-8939284159

Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-22-66865633
--------------------	--	------------------------

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

- 2.1 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.
- 2.2 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.
- 2.3 Price bids will not be accepted physically or by post.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 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.
- 2.6 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 in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered explicitly herein 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:

The scope of this tender consists of following work covering entire CFS. Bidders are advised to visit the site for inspecting the various electrical installations before quoting for the tender. Supply of electrical items as required would be in the scope of the company, however the contractor has to arrange the same and get the reimbursement by submitting the original bills.

- 1) Provide round-the-clock electrical maintenance services (i.e. 24 x 7).
- 2) Should depute **three qualified persons** having valid electrical "B" license issued by the appropriate authority of Govt of Tamil Nadu.
- 3) Fault attending work on power trips, street lights, tube lights, choke, starters, focus lamp fittings, AC power trips, UPS trips
- 4) Operation of 250 KVA DG set. Day-to-day monitoring of 250 KVA DG Sets viz. Check the Oil, Diesel, water coolant, Engine belt, temperature of Gen set and noting daily meter reading etc.
- 5) Routine checking of Fire water hydrant pumps
- 6) Routine checking of Fire hydrant engine and motor for sprinkler system
- 7) Plugging and de-plugging of Reefer Container boxes
- 8) Changing of tube lights, choke and starters
- 9) Changing of focus lamp bulb, choke and igniters
- 10) Fault attending and changing of fittings in tower lights (4 towers)
- 11) Fault attending and changing of bulbs, chokes and ignitors for street lights in the yard
- 12) Lowering, greasing and servicing of the tower lights (4 Towers)
- 13) Fault attending to air compressors, metro water motor, firefighting pump motors.
- 14) Fault attending to exhaust fans and ceiling fans.
- 15) Fixing of PVC pipes and electrical wires
- 16) Removal and fixing of stabilizers on need basis
- 17) Maintenance of UPS batteries wires
- 18) Fault attending to reefer plug points
- 19) Changing of HRC fuses and breakers
- 20) Regular Monitoring of oil level of 11KV / 200 KVA outdoor Transformer
- 21) Co-ordination with CEA authority during the Annual Inspection
- 22) Co-ordination with TNEB authority during their visit / inspection
- 23) Any other jobs incidental to above noted jobs that may be required to carry out would be in the Contractor's scope without any additional charge.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria for Techno-Commercial Bid

- a) The bidder should possess valid ESB/EA/"C" license issued by the concerned statutory authority.
- b) The bidder has to provide at least three electrical operators details and all of them should possess a valid "B" license issued by the concerned statutory authority. (Proof to be attached)
- c) The bidder should have successfully executed similar work related to electrical maintenance or any other electrical repair/installation work of not less than any of the following values during the last 3 years ending 31st March 2021:
 - i) 3 jobs each of value not less than Rs **3.48** lakhs or
 - ii) 2 jobs each of value not less than Rs **4.35** Lakhs or
 - iii) 1 job of value not less than Rs **6.96** lakhsCopies of work order / completion certificate should be submitted.
- d) The Bidder Should have minimum average turnover of Rs.3,00,000/- per year during the last 3 years ending 31st March 20. (Proof to be attached)
- e) The Bidder must have GST registration (Proof to be attached)
- f) The Bidder should not have been blacklisted by any PSU / Govt. Department (A self-certification is required and to be attached). 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 be a registered vendor with Balmer Lawrie CFS Chennai or with any other unit of Balmer Lawrie & Co Ltd.
- g) The bidder should have ESI & PF registration and should submit the copy of the same.
- j) Bidder should fill duly signed & stamped Bid Security Declaration Form.

2. Submission Of Online Bids

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

[A] Technical / Commercial Bid [Un priced]

and

[B] Price Bid

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.

3. Tender Opening

[A] Bid would be opened as per Tender Calendar

4. 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 The overall L1 status will be determined by looking at the total value quoted by the bidder.
- 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 will be rejected.

5. 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 whichever is earlier. 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.

6. 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 valid for a period of minimum 120 days from the date of opening the price Bid.

7. Notification of Award

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

8. Rates

The rate quoted by the bidder shall be firm during the contract period. Therefore while quoting the rates, they should consider the cost of engaging the license holders for the work, minimum wages applicable (the min. wages are revised by the Govt of India two times during the contract period), PF & ESI etc.

9. Bid Security Declaration

This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by the bidder).

10. Contract Period

The contract is valid for One year w.e.f. 01.06.2021. The contract period may be extended further for another period of one year on the successful bidder if performance found to be satisfactory during the initial period as mutually agreed under the same rate and conditions.

11. Payment Terms

Payment would be made within 21 days from the date of submission of bills supported and certified by our HR department on proof of remittance on PF / ESI challans.

12. Purchase preference policy for MSME Vendors

If it is seen that a Micro, Small and Medium Enterprise (MSME) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSME vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price if nature of supply or execution of a job is feasible to split. In case, more than one number of MSME vendors are within the +15% range, all of them shall be given the option of matching the L1 price. In such a situation, the predetermined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price if nature of supply or execution of a job is feasible to split.

13. Declaration of UAM by MSME vendors

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012

14. 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.

15. TDS Compliance

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

16. Performance Security Deposit

An interest free Performance Security Deposit of **3% of the contract value** in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the successful bidder to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company.

17. Plant Visit / Contact Person

The bidders are advised to visit the site to understand the tender requirement in detail. For any clarification / Queries you may please contact Mr. S. Loganathan, Sr. Manager(CFS) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643 / 9840797737.

18. 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.

19. 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 or non-performance, the Company reserves the right to terminate the contract without notice.

20. Alternative Arrangement

In absence of timely and proper performance by the contractor, Balmer Lawrie (BL) reserve the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of BL for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions. The rate will be inclusive of all costs towards engaging experienced personnel. The rate should be kept firm during the period of contract. If there is variation between the rates quoted in the figures and in words, only the lower of the two rates quoted shall be considered. The rate quoted should be in line with the "Minimum Wages Act" notified by Ministry of Labour, Government of India, irrespective of piece rate or time rate.

21. Liability & Ensuring Safety

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor.

The Contractor has to be followed company's HSE guideline while carrying out the work.

- a) Permit to be obtained from concern officer in charge, while work at height.

- b) Hot work permit to be obtained from concern officer in charge before starting the work.
- c) Proper PPE usage has to be ensured.

The bidders should provide personal protective equipment's (PPE) like Safety Shoe, Helmet and gloves etc. to the their worker while doing the work and it is mandatory to wear it all the time during the shift.

The worker should know about the First Aid Treatment of Electrical shock.

The worker should know to arrest the Electrical Fire by using correct Fire Extinguisher.

Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder. Any violation with regards to Safety by the workmen of the contractor would attract suitable penalty as decided by the officer in charge.

22. ESI/PF/Other Statutory obligations:

The Contractor would be required to ensure adherence of all statutory obligations related to The Contractor employees who would be working inside Balmer Lawrie CFS premises. On award of the contract, The Contractor 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 the contractor in the Company's premises. There is no privity of contract between the workmen of the contractor and BL. Issues whatsoever should be settled by the contractor with the workmen deployed by him. No claims from the workmen of the contractor will be entertained by the company.

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 has been deployed. The Contractor shall equip the personnel deployed by the contractor in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the contractor for services rendered shall be processed on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by the contractor in the Company's premises along with the ESI/PF numbers allotted to them as per the applicable acts and regulations.

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.

23. General Safety, Security & Other Regulations

The contractor will be responsible for ensuring proper conduct & behavior of the personnel deployed by him so as to maintain the laid down safety and security rules & regulations at BL-CFS, Chennai. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipment.

The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property

whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract, and shall insure against his liability with an insurer until the completion of this contract in terms approved by the owner. Whenever required, the contractor shall produce the insurance policy and the current premium receipts to the Owner.

It is mandatory that all the employees of the contractor must wear applicable Personal Protective Equipment like Safety helmets, Safety shoes all the times during working hours and must follow all laid down safety norms of CFS without any deviation. Similarly Safety hand gloves is mandatory while working at electrical power points and panel board.

24. Insurance

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the Satisfaction of the Owner as follows:

(i) Workmen's Compensation and Employees' Liability Insurance:

Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

(ii) Contractors All Risk Insurance:

Contractor shall take out an all risk Insurance policy in the joint names of the owner and the contractor (owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value together with the material for incorporation in the work. Such insurance shall be in such a manner that owner and the contractor are covered from the date of commencement of work.

The contractor shall indemnify the owner against all losses and claims in respect of injuries or damage to any person, including any employee of the owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract, and shall insure against his liability with an insurer until the completion of this contract in terms approved by the owner, whenever required, the contractor shall produce the insurance policy and the current premium receipts to the owner.

25. 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 while transporting & delivering the containers from his plot to BL CFS. 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.

26. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

The contract can be terminated by either party by giving 3 clear month's 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.

27. Force Majeure Conditions:

Completion of work 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. Completion of work under the contract shall be resumed as soon as practicable.

28. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. 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.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BLC/CFS/ELECT AMC /03 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /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 / uploaded	
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 registered under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED Bidder must state whether they belong to SC/ST category	

Tender for carrying out Electrical AMC

Ref: Tender No: BLC/CFS/ELECT AMC/03

Dated: 05.05.2021

PRICE BID

Sl No	Description of work	Amount
1	Monthly rates for carrying out routine electrical maintenance <u>as detailed in scope of work as given in Page No.6 of tender document for three shifts in a day</u> Rate per month	Rs. (To be quoted Online)
	Net amount	
	Add: CGST @	Rs.
	SGST @	Rs.
	Total Gross Amount incl tax	Rs.

Date:

Signature of Tenderer with Seal

Place:

Name & Address

Telephone No

Bid Security Declaration Form

Date: _____

Tender No. : BLC/CFS/Electrical AMC/03

To,

Balmer Lawrie & Co.Ltd
Container Freight Station
No.32, Sattangadu Village,
Manali, Chennai-600068

I the undersigned, declare that:

I understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I accept that I may be disqualified from bidding for any contract with you for a period *of one year* from the date of notification if I am in a breach of any obligation under the bid conditions, because I:

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.

I understand this Bid Securing Declaration shall cease to be valid if I am not the successful Bidder, upon the Earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my Bid.

Signed: _____

in the capacity of : Proprietor

Name: _____

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal

FORMAT
SAMPLE ONLY

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place : Signature of Bidder: _____

Date :

Name of Signatory : _____

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. or its Administrative

Ministry (presently the Ministry of Petroleum & Natural Gas) or Govt of India , except as indicated below :

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place : Signature of Bidder: _____

Date :

Name of Signatory : _____

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as.as indicated below :

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place : Signature of Bidder: _____

Date :

Name of Signatory : _____