



CONTAINER FREIGHT STATION  
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CIN - L15492WB1924GOI004835

## TECHNICAL/COMMERCIAL BID

BL/CFS/MUM/ 523

Tender Document for

**[Carrying out repairing work of existing roofstructures including  
Removal of Existing Roof Sheets and Supply and Fixing of  
Galvalume sheet.]**

**DUE DATE & TIME: [01/02/2017 at 15:30Hrs ]**

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### NOTICE INVITING E-TENDER

On line bids are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned under General Terms & Conditions covered elsewhere in this document, for undertaking the subject contract for carrying out repairing work of existing roof structures, Removal of Existing Roof Sheet, Supply and Fixing of Galvalume sheet at Ware House.

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 their credentials are to be uploaded along with the tender documents in the appropriate link.

S. No	Description	Details
1	Name of Work	<b>Carrying out repairing work of existing roof structures including removal of Existing Roof Sheets and Supply and Fixing of Galvalume sheets.</b>
2	Tender No	<b>BLC/CFS/MUM/523</b>
3	Validity Of Offer	120 days from the last date for submission of the bid
4	Completion Period	<b>Four months</b>
5	Tender Fee	<b>Rs.5000/-</b>
6	EMD	<b>Rs. 100000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>10/01/2017</b>
	b. Closes on	<b>01/02/2017 at 15.30Hrs</b>
8	Opening of Tenders	<b>01/02/2017 AT 16.00 Hrs</b>

#### 1. LIST OF DOCUMENTS TO BE UPLOADED

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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd /Public Ltd companies/certified copy of partnership deed in the case of LLP/Partnership firm / any document under the relevant rules / laws if the firm is a proprietorship firm.
- Income Tax PAN number.
- Service Tax Registration number.
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years.
- Certificate from bankers about financial soundness of Rs.25.00 Lakhs

#### 2. VERIFICATION OF DOCUMENTS

- Tenderers or their authorized representative may be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- Failure on part of the tenderer to report on specified date and time for proper 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 put on Black Listed, EMD could be forfeited, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay a Tender Fee of Rs.5000/- (**Rupees Five Thousand only**) and submit an interest free EMD of Rs 100,000/- (**Rupees One lakh only**) by Demand Draft/Pay Order at our above address or in the form of Bank Guarantee. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai/Navi Mumbai]**. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, payment of Tender fee and submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSMED) on submission of valid copy of registration certificate. **SC/ST Category having MSMED/NSIC certificates should specifically mentioned.** The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie& Co. Ltd. has developed as 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 secured and transparent manner maintain 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>

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

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b>		
(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>		
<b>Contact Nos. and email IDs for Balmer Lawrie helpdesk officers</b>		
<b>Name</b>	<b>E-mail</b>	<b>Phone Numbers</b>

Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
UjjalMitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-8986678058
Ravi Gaiwal	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+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

- Bids can only be submitted before the due 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.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- **The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time to time basis in the e Procurement platform. Only at the time of inviting offers, there will be a paper ad. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.**

## 3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on their 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 if required.

### **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed here in 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 explicitly covered here in 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 bidder shall have to undertake the following work:

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

Removal and stacking of existing Polycarbonate sheet and its accessories (Including gutter and downspouts), taking all the safety measures and precaution suggested by the Engineer in charge at CFS.

1. Disposal of the above removed materials as explained in items no.1 from CFS by following the required process of clearances etc.
2. The party should compensate the cost of scarp sheets, gutters, down comers in their quoted rates i.e. the quoted price should be after netting out the value of scarp materials. BL will not ask the prices towards selling the above scarp materials hence the removal and disposal of the entire materials shall be to the account of the contractor at their risk.
3. Preparation of Drawing and approval from the Engineer-in-charge before supplying the materials to the site.
4. Rectification of all the damaged structures by removing the damaged structural members, supply and fabrication with good quality structural steel as per the technical specifications.
5. Supply and fixing Galvalume Roof and wall Sheets including Aluminium Gutters and PVC Down comers and Polycarbonate Sheets etc., complete as per material specifications and the approved drawings.
6. Checking of the roof for any leakages etc.,

***The above list is illustrative and not exhaustive, and the contractor will arrange for all necessary handling operations as and when required and as instructed by the officer in-charge.***

## TECHNICAL SPECIFICATIONS

### 1. ROOF AND WALL COVERING

Length of sheets shall be sufficient to cover the entire length of roof slope or the entire height of cladding wall as per the approved drawings.

#### a. Panels

Manufacturer's standard panel designed for covering roof purlins using standard fasteners. The panels shall have coverage of minimum one meter width and profile with sufficient stiffening corrugations and minor corrugations in between. Panels shall be of color coated of minimum TCT of 0.5 mm thickness.

Wall panels shall have configurations for overlapping adjacent sheets or interlocking ribs for securing firm lap with the adjacent sheets. Panel shall be fastened to framework using exposed fasteners.

#### b. Accessories

Flashing, trim, ridge cover, metal closure strips and similar metal accessories shall be not less than minimum thickness specified for covering. Accessories shall be compatible with the system furnished. Exposed metal accessories shall be finished to match the covering building finish.

#### c. Screws

Screws shall be as recommended by the manufacturer to meet the strength design requirements of the panels.

#### d. Polycarbonate sheets

Polycarbonate sheets shall be of Clear Embossed color & type to required profile manufacturer's standard.

#### e. Sealant

Sealant shall be an elastomer type of mainly silicon based containing no oil. Exposed sealant shall become smooth flexible and rubberlike consistency upon curing. Concealed sealant may be the non-hardening type.

## **2. Sheeting Removal & Laying**

### **a. Removal of Existing Sheet**

For removal of the existing sheets, the contractor has to seek the written approval as the warehouse is operational and under custom bonded area. The follow up for obtaining the required permission with BL official shall be the responsibility of the contractor.

### **b. Roof & Wall covering**

Wall covering shall be applied with the longitudinal configurations in the vertical position. Roof covering shall be applied with the longitudinal configurations in the direction of the roof slope. Accessories shall be fastened into framing members, except as otherwise approved. Closure strips shall be provided as indicated and where necessary to provide weather-tight construction. Improper or misallocated holes if found then sheets to be removed. prefinished sheets, remove all shavings from finish surfaces and touch up the cut edges with a repair compound similar to the shop finish. Stained, discolored or damaged sheets shall be removed from the site.

- c.** Supply and fixing of Aluminum Gutters; Made out of Alloy 3105 H18; 1.5mm Thk; upto 900mm Girth including gutter stop end and cast aluminum drop pipe accessories with proper clamping as per the approved design and drawings.
- d.** Supply of 6 inch Dia ISI Mark PVC Pipe; for 4kg Pressure including all the bends, saddle etc., complete.

## **3. General:**

3.01 Wherever any reference to IS Code is made, the same shall be taken as the latest revision (with all amendments issued there to) on the notified date of submission of tender.

3.02 In case of any variation / contradiction between the provisions of Codes and the Specifications given hereunder, the provisions given in these specifications shall be followed.

3.03 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.

3.04 Unless specifically mentioned otherwise in the Contract, the Tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, Constructional Plant, Temporary Work, labour, materials, levies,



taxes,transport,layout, repairs, rectification, maintenance till handing over, supervisions, Colonies, revenue expenses, Contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.

3.05 The Quantities of the various items mentioned in the Schedule of Items are indicative and actual quantity required may vary. Interested parties may visit the site to get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.

**3.06**

– All scoring and cancellations should be countersigned by the Tenderer. In case of illegibility, the interpretation of the Engineer-In-Charge shall be final. All entries shall be in English language.

**3.07** Engineer's decision shall be final and binding on the Contractor regarding clarification of items in this Schedule with respect to the other sections of the Contract.

**3.08** For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:

Rate for extra item = Cost of material (a) + cost of labour (b) inclusive of all necessary tools, tackles, equipment, machinery and consumable required to carry out the work + 10% of (a+ b) towards profit and overhead.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of Tender Fees of Rs.[5000/-](MSME & NSIC bidders are exempted from payment on submission of proof of valid certificate)
- b) Payment of Interest Free EMD of Rs.[1,00,000/-](MSMED& NSIC bidders are exempted from payment on submission of proof of valid certificate)
- c)The Bidder should have at least 5 year experience of doing similar work such as structural steel, fabrication and erection including sheeting of area minimum 10000 sqm of roof area and should produce proof of experience for any of the following values of similar jobs as mentioned above during past five years ending 31<sup>st</sup> March, 2016. **(Experience certificate of civil works including building civil works, road or paver block and any civil work related credential will not be accepted and straight way rejected.)**
1. 3 jobs each of value not less than Rs.40Lakhs
  2. 2 jobs each of value not less than Rs.55Lakhs
  3. 1 job of value not less than Rs.85 Lakhs
- e) Should have minimum Average Financial Turnover of Rs. 40 Lakhs during the last 3 financial years ending with March 2016.( Proof to be attached).
- f) The Bidder must have ESI and PF registration (Proof to be attached)
- g) The bidder must submit banker's solvency certificate in original for Rs.25.00 lakhs issued by their bankers valid six months.
- h) Should not have been blacklisted by any PSU /Govt.Department (Self certification is to be attached)

### **2. Submission of Online Bids**

The bids should be submitted in 2[two] separate parts entitled 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] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

#### **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 BalmerLawrie at any stage.
- 4.3 BalmerLawrie is not bound to accept the lowest rate for any tender. Balme rLawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy.
- 4.4 The decision of Balme Lawrie in this connection will be final. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.
- 4.5 Removed sheets, gutter & other accessories should be taken out from our CFS according to the instruction of our Engineer in charges at no extra cost, Balmer Lawrie will not charge any amount for such removed material.
- 4.6 Award of contract: L1 status would be determined considering the overall cost quoted for the work including removing and stacking the existing roof sheets and cost of supply and erection.

#### **5. Negotiations**

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawriefornegotiations/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 ofsuch negotiation in writing so as to reach the concerned office of BalmerLawrie within 3 days from the date of negotiation/ the time stipulated. Ifthe Tenderer fails to comply with this requirement Balmer Lawriereserves 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 kept valid for acceptance for a minimum period of 180 days from the last date From submission of tender.

#### **7. Notification Of Award**

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

#### **8. Site Visit**

Bidders are required to make a visit to the site for proper understanding of the physical site conditions and requirements of the work well before quoting against the tender.

#### **9. Contact Person**

For any clarification / Queries you may please contact D.BhattacharyaManager(OPS)Phone 8652819678.  
or K.A.KoliExecutive (Commercial) phone 9892384603 at Balmer Lawrie& Co. Ltd., CFS, Mumbai,

## **10. Safety**

### **Safety Requirements to be followed**

#### **Housekeeping**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

#### **Confined Space**

Before commencing Work in a confined space the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

#### **Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

#### **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before

commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

### **Fall Prevention System**

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

### **Fall Protection Systems**

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

### **Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Roof Work/Access**

Roof work and access to roofs must not be undertaken without prior authorization from BL.

### **Overhead Work**

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

### **Lifting Operations**

#### **Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturers' specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

#### **Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

#### **Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

#### **Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

#### **Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to back fire.

#### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from BL. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.

- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by BL.

### **Hot Works**

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

### **Environmental Requirements**

#### **Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc.) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

#### **Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

#### **Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.

### **Questionnaire to be submitted along with the Technical Submissions**

- Q1) Do you have safety organization? If yes kindly produce
- Q2) Do you have safety Policy? Kindly attach the same
- Q3) Accident statistics of last Five years.
- Q4) any training on safety conducted by the vendor? If yes provide records of the same.

The bidders are strictly advised to follow the various safety aspects as per HSE norms while attending to the roof work at various elevated structures, roof levels like:

- a) providing proper scaffolding with steel pipes
- b) Providing cross ropes between the walls to facilitate hooking of safety belts
- c) Safety ropes, safety helmets, safety shoes etc.

Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

## **BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai ]**

### **e-Tender No : BLC/CFS/MUM/523**

Violation of not adhering to HSE safety procedures/practices as given above would attract levy of suitable penalty on the part of contractor

#### **11. Power**

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

#### **12. Earnest Money**

Before the last date and time of bid opening, the bidder is required to submit at Mumbai office (please refer Notice Inviting Tender) the EMD of Rs.100000/- (Rupees One Lakh Only) by way of a bank draft payable a Mumbai / Navi Mumbai favoring Balmer Lawrie& Co Ltd. The EMD amount would be forfeited by BalmerLawrie& Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract

#### **13. Completion Period**

The entire work shall be completed within four months (4) from the date of awarding the job. The work will be required to be carried out in 2 phases as per availability of physical site and instruction that will be issued from time to time. The time period for execution of each phase of work shall be 60 days from the date of releasing the work front.

#### **14. Schedule of Running account bill&Payment Terms**

- a) Maximum four bill can be submitted, Three running bill & One Final bill,
- b) Running Account bill can be made against item no 2 to 8 Only, against receipt of material duly certified by our officer in charge,
- c) Any running bill should not be less than Rs. 20 Lakhs only,
- d) Only 70% of running bill can be released (Against supply of material for item no. 2 to 8 after deduction of retention & taxes "if any")
- e) Amount deducted (On Account Retention & Taxes) bill be adjusted against final bill
- f) All payments shall be subjected to deduction there from of all dues to BL, advance,retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- g) 10% gross amounts billed will be withheld as "Retention Money" and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount to cover for Defect liability and performance maintenance period, which shall be twelve months (12 Months) from the date of issuance of completion certificate by the Engineer-In-Charge.

#### **15 Security Deposit**

(a) A non-interest bearing Security Deposit of **[Rs. 2 Lakh]** by way of Bank Draft or Bank Guarantee of equivalent amount will be required to be deposited with the Company by the successful bidder within 10 days of getting work order from the Company. In addition, the Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract. The same shall be released along with final bill payment on satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects.

(b) In case the security amount not received within 15 days, the equivalent amount shall be deducted from their first running account bill payment.



## **16 Compensation for Delay**

- (i) In the case of delay in completion of the job in any phase by reason of contractor's fault, the Contractor shall pay compensation to the Owner @ **0.5%** of the value of work for the appropriate phase for every week of delay or part thereof subject to a maximum of 10% of the total Contract value i.e. penalty will be calculated phase-wise.
- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

## **17 Performance Guarantee & Warranty**

The Contractor will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to him in writing within the Defect Liability Period. These defective parts, components, fittings, accessories etc. should be promptly rectified and replaced free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

## **18 ESI/PF/Other Statutory obligations:**

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie 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 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.

The contractor shall equip the personnel deployed by him 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 only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, 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

## **19 Insurance**

The contractor shall take a suitable workman compensation policy for the number of persons engaged by him during the contract period.

## **20 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.

## **21 Penalty Due to Non-performance**

In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

In case of damage to the cargo / containers / property, by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the surveyor / shipping line / or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills.

## **22 Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

## **23. Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipment's operating inside the CFS.

## **24. Safety and penalty:**

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs.1000 will be charged.

## **25. Termination**

### 25.1 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.

### 25.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 18.

### 25.3 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.

### 25.4 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 30 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.

### 25.5 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.

## **26. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

## **27. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, BalmerLawrie & Co. Ltd. and the provisions of Arbitration and 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.

**BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai ]  
e-Tender No : BLC/CFS/MUM/523**

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BLC/CFS/MUM/523 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**

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

**PRICE BID**

S No	Description	Unit	Qty	Total Amount	
				Rate	Amount
1	Removal and stacking of existing AC sheet, Polycarbonate sheet and its accessories in roof and gable end including Ridge & cladding etc., and stacking as per instruction given by officer in-charge.(Including gutter and downspouts).The measurement of the area of sheeting is the flat area of warehouse. The existing warehouse is having a slope of 10% <u>Note:</u>	Square meter	12500		
2	Supply & Application of Epoxy paint to Purlin surface only of roof structure including surface cleaning followed with 1 coat Epoxy Primer & 1 Coat Epoxy Paint etc. complete <u>Note:</u> Bidders are requested to make a site visit and inspect the structure physically before quoting for the item	Lum sum	1		
3	Providing and erecting PPGL PROFILE Galvalume Sheets on roof and wall from approved manufacturers / suppliers of yield strength 550 MPa, 0.50mm TCT with metallic coating of 150 gsm Zinc Aluminum organic coating including all accessories like hexa head self-drilling screws at every crest with EPDM washers which are to be supplied by contractor including all sides, end laps as per specifications and sealing of laps with silicon non-hardening type sealant and foam filler wherever required as per directed by officer in-charge including all openings required including testing for leakages etc. complete. Only laid down area will be measured for payment.(Supply and fixing of make PPGL Roofing Flashing , Ridge Accessories is also included in the scope). The measurement of the area of sheeting is the flat area of warehouse. The existing warehouse is having a slope of 10% <u>Note:</u> Bidders are requested to make a site visit and inspect the profile of the roof structure physically before quoting for the item	Square meter	11500		
4	Supply of Embossed Corrugated Profiled Polycarbonate Sheets; 2mm Thk;	Square meter	540		

**BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai ]****e-Tender No : BLC/CFS/MUM/523**

5	Supply and fixing of Aluminum make Gutters; Made out of Alloy 3105 H18; 1.5mm Thk; upto 900mm Girth including gutter stop end and cast aluminum drop pipe accessories with proper clamping	RMT	550		
6	Supply and fixing of 6 inch Dia ISI Mark downspout PVC Pipe; for 4kg Pressure including all bends, T's and supports as required.	RMT	350		
7	Replacement of damaged roof Structural members like Channel/Angles as required including supply; fabrication & erection of MS Channel/Angles and painting of replaced MS members complete.	KG	5000		
	(A) Sub Total(1 to7)				
	( B) VAT				
	( C)Service Tax				
	( D)Grand Total(A+B+C)				