

# **INDEX**

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# **NOTICE INVITING TENDER**

Sealed offers are invited from the reputed or experienced parties and willing to quote for the subject tender **"Thermoplastic Paint on Road and RTG Bay** "as per our requirement detailed in Scope of Work and General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site <u>www.balmerlawrie.com</u> Interested parties have to submit an interest free EMD of Rs.*3,000/- (Rupees Three thousand only)* by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at *[Mumbai]*. Parties with valid **MSMED/NSIC Certificates are exempted from paying EMD**. The tenderer shall furnish the required information in Annexure A along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing **TENDER No.** 

**BL/CFS-MUM/534 Dated 06/05/2017** "*Thermoplastic Paint on Road and RTG Bay* " and shall be dropped in our tender box at the given address within at 3.30 PM and addressing covering envelope as follows:

BALMER LAWRIE & CO. LTD. CONTAINER FREIGHT STATION PLOT NO.1, SECTOR-7, DRONAGIRI NODE NAVI MUMBAI – 400 707

S. No	Description	Details
1	Name of Work	Thermoplastic Paint on Road and RTG
		Bay
2	Tender No	BL/CFS/MUM/534
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Tender Fee	Not applicable
5	EMD	Rs. 3000/-
6	Downloading / Submission of Tender :	
	a. Starts on	06/05/2017 at 3.30 pm
	b. Closes on	18/05/2017 at 3.30 pm
8	Opening of Tenders	18/05/2017 at 16.00 pm

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

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN certificate copy.
- c. Service Tax Registration certificate copy.
- d. Charted accountant's certificate or Audited / Certified Balance sheet of tenderer's company for three years

#### 2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents,
- 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.

# Balmer Lawrie & Co. Ltd. Container Freight Station, [*Navi Mumbai*] Tender No : \_BL/CFS/MUM/534

- 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 List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

# 3. Special Note

- Bids can only be submitted before the last date and time as per the date and time mentioned in the tender.
- Bidders are advised in their own interest to ensure that bids are submitted by dropping in tender box well before the closing date and time of bid.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 4. Submission of Tender Documents

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be enclosed with tender document. 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 produced.

# **SCOPE OF WORK**

The scope of work with technical specifications as detailed in Price Bid Format under this tender shall cover supply of all Materials & Labour etc.

Cleaning of yard surface with wire brush and dry cloth and painting of Golden Yellow Thermoplastic Weather Proof paint with glass beads marking of 4" wide line for Vehicle lining on Road, RTG track marking etc. (thickness of the paint will be minimum 2 mm thickness). Hot melt kettle will be used to heat it to 200 °C (392 °F), after which it is sprayed on the road surface. The coating will then becomes a line after cooling.

# **GENERAL TERMS AND CONDITIONS**

# 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. [3,000/-].MSMED /NSIC holders are exempted from paying EMD
- b) Bidder should be register vendor with Balmer Lawrie & Co Ltd Container Freight Station, Dronagiri, Navi Mumbai or any other unit of Balmer Lawrie & Co. Ltd.

## 2. Submission Of Bids

The bids should be submitted in single bid process i.e. Technical / Commercial Bid [Unpriced] bid with Price bid

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

## 3. Tender Opening

Unprice and price bid will be opened as per tender calender .

#### 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 tend`erer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.4 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.

## 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. 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 offer shall be valid for a period of minimum 60 days from the date of opening the price Bid.

## 7. Notification Of Award

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

#### 8. Completion Period

The entire work shall be completed within 30 days of handing over of site.

#### 9. Security Deposit / EMD

The Earnest Money Deposit of Rs.3,000.00 of the successful bidders will be converted into Non-interest bearing Security Deposit (SD) and shall be retained till six months from the date of completion of the job EMD of unsuccessful bidders will be returned after finalization of the contract.

#### 10. Payment Terms

Payment will be released within 7 (seven) days from the date of submission of invoice after due certification by our authorized official .

#### 11. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

#### **12. GENERAL SAFETY, SECURITY & OTHER REGULATIONS**

The entire work shall be carried out in the CFS premises. The laid down safety and security rules and regulation of BL-CFS Dronagiri shall have to be strictly adhered to. The work shall be done only after obtaining authorized work permits. The tenderer shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipments such as safety belts etc. Contractor will be solely responsible for any untoward incident and/or accident due to non-adherence of safety norms. All entry / exit permit for vehicle, construction equipment, men and material shall be arranged by the bidder without any extra cost. The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation

Act, ESI, PF, Bonus, Gratuity, etc. or any other Acts/Rules, which are applicable as per the Statute, in respect of the workmen/personnel employed by him.

#### 13. Termination

The contract can be terminated by either party by giving 3 (Three) months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

#### 14. 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, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

# DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/ 534 dt .06/05/2017 and hereby confirm our acceptance of the same.

Place :

Date :

Signature of Tenderer

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	
10	Whether copy of latest Income Tax Return enclosed	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate	
	enclosed	
13	VAT / CST Registration Number	
14	Whether copy of VAT / CST Registration certificate	
	enclosed	
15	Name of the Banker	
16	Whether registration under MSMED Act	
17	In case registered under MSMED provide registration number	
	and copy of registration certificate.	

# PART-B : PRICE BID

Io. Particulars Unit Qty Rate Amount   Thermoplastic Paint on Road and RTG Bay Cleaning of yard surface with wire brush and dry cloth and painting of Golden Yellow Thermoplastic Weather Proof paint with glass beads marking of 4" wide line for Vehicle lining on Road , RTG track 1 marking etc. (thickness of the paint will be minimum 2 mm thickness).Hot melt kettle will be used to heat it to 200 °C (392 °F), after which it is sprayed on the road surface. Including cost of paints, surface R. Meter 2450	Fender No. BL/CFS-MUM/		Date :				
Thermoplastic Paint on Road and RTG Bay R. Meter 2450   Cleaning of yard surface with wire brush and dry cloth and painting of Golden Yellow Thermoplastic Weather Proof paint with glass beads marking of 4" wide line for Vehicle lining on Road , RTG track R. Meter 2450   1 marking etc. (thickness of the paint will be minimum 2 mm thickness).Hot melt kettle will be used to heat it to 200 °C (392 °F), after which it is sprayed on the road surface. Including cost of paints, surface and TG track	Thermoplastic Paint on Road and RTG Bay						
and RTG BayR. Meter2450Cleaning of yard surface with wire brush and dry cloth and painting of Golden Yellow Thermoplastic Weather Proof paint with glass beads marking of 4" wide line for Vehicle lining on Road , RTG trackR. Meter24501marking etc. (thickness of the paint will be minimum 2 mm thickness).Hot melt kettle will be used to heat it to 200 °C (392 °F), after which it is sprayed on the road surface. Including cost of paints, surfaceR. Meter2450	No.	Particulars	Unit	Qty	Rate	Amount	
	1	<b>and RTG Bay</b> Cleaning of yard surface with wire brush and dry cloth and painting of Golden Yellow Thermoplastic Weather Proof paint with glass beads marking of 4" wide line for Vehicle lining on Road, RTG track marking etc. (thickness of the paint will be minimum 2 mm thickness).Hot melt kettle will be used to heat it to 200 °C (392 °F), after which it is sprayed on the road surface.	R. Meter				
		Taxes			Total		