



**BALMER LAWRIE & CO. LTD.**

CONTAINER FREIGHT STATION

*[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707*

*Phone No 2724 0466 /2724 2988, Fax No. 2724 2943*

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CIN - L15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/635

DT.08/01/2019

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**[Carrying out Yard Paver repair work]**

**DUE DATE & TIME: [ 19/01/2019 at 3.00 pm ]**

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## NOTICE INVITING E-TENDER

On line bids in single bid system are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract **Carrying out Yard Paver repair work at our container Freight Station, Dronagiri, Navi Mumbai -400707**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online. The scanned copies of other required documents in support of bidders 'credentials are to be uploaded along with the tender documents through the appropriate link.

S.No	Description	Details
1	Name of Work	<b>Carrying out Yard Paver repair work</b>
2	Tender No	<b>BLC/CFS/MUM/635</b>
3	Validity Of Offer	<b>60 days from the date of opening of the price bid</b>
4	Work Completion Period	<b>1 Month</b>
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Rs.5000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>08/01/2019 AT 3.00 PM</b>
	b. Closes on	<b>19/01/2019 AT 3.00 PM</b>
8	Opening of Tenders	<b>19/01/2019 AT 3.30 PM</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.

- a. Income Tax PAN number
- b. GST no
- c. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- d. 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 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 Black Listed, EMD could be, forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay as an interest free EMD of Rs.5000- (Rupees Five thousand only) by Demand Draft/Pay Order or Bank Guarantee at our above address. 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 EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. MSMED Certificate holders in SC/ST Category should specifically mention the same. However, submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission, of valid copy of registration certificate. **MSME Vendor should declare UAM number on CPPP( Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical documents/ 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 a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

#### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which 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.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

## 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 the same. They may contact help desk of C1 India Pvt. Ltd.

## 02. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.

- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **03. 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 need 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.
- 3.5 **Bidder has to take print out of price bid schedule, fill the relevant details and upload the same in PDF Format after putting stamp and sign.**

## **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 explicitly covered 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:

### **Detailed Scope of work:**

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

- a. Removal of concrete paver block from existing damaged pavement, segregating good blocks for reuse.*
- b. Earth work in excavation for box cutting in existing damaged area in all types of soil.*
- c. Preparation of sub grade by cutting, leveling, sectioning to the required slope and gradient.*
- d. Laying of cement concrete mix of 1:2:4 for Container yard, beams & ramp at the yard*
- e. Supply and laying of pre-cast machine made interlocking pressed concrete blocks*

*f. Ensure adherence to all safety norms.*

*The above list is illustrative and not exhaustive, and the contractor will arrange for necessary material, equipment, plant & machinery, labour, transport, tools and tackles, services etc as and when required and as instructed by the Company officials.*

**Quantity variation:** The quantities of the various items mentioned in the rate schedule are approximate and may vary up to plus or minus 10% within overall work order value without altering the "L1" position of tender.

## **TECHNICAL SPECIFICATIONS**

### **2.00 GENERAL**

Schedule of Quantities also termed Bill of Quantities for individual items of work are drawn up in line with the relevant specification of CPWD, IS Code No.IS15638 MOST, etc. There should normally be no need for drafting any Specifications for Materials, Workmanship, and Method of Measurement etc as CPWD Specifications for Civil Works 1996 Volumes I to VI and Revised CPWD Specifications for Cement Mortar, Cement Concrete and RCC Works 2002 cover in detail the specifications for Materials, Workmanship, Method of measurement etc. Hence reference may be drawn to the relevant CPWD Specifications. In rare cases where it is felt that CPWD Specifications concerned do not cover the full scope of work under any item, reference may be given to IS or any other relevant Specifications. Depending on the nature of work reference may be given to CPWD specifications, IS Specifications, MOST (Ministry of Surface Transport) Specifications or any other specification. There is also a possibility that some distinctive part of the work may have to be carried out as per one specification and another part based on a different specification.

In case of doubt, the officer in Charge's Directives may be sought.

## **Schedule of Work**

**Notes:**

- 1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications and other Tender Documents.
- 2.0 The work shall be carried out as per Specifications and the description of the items in this Schedule and/or as per Engineer's instructions.
- 3.0 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.
- 4.0 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.
- 5.0 Rates shall be quoted both in figures and in words in clear legible writing and rates in words to prevail. No over writing is allowed. 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.
- 6.0 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.
- 7.0 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**

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

- a) Payment of Interest Free EMD of Rs.5000/-MSMED/ NSIC certificate holders are exempted from paying EMD
- b) The party should be registered vendor of Balmer Lawrie & Co.Ltd. Container Freight Station Dronagiri ,Navi Mumbai or with any other unit of Balmer Lawrie & Co.Ltd
- c) The bidder should have Valid GST number.

d)Average Annual turnover shall be minimum of Rs. 5.00 lakhs during the last three financial years ending on 31<sup>st</sup> March, 2018 [Copy of CA's Certificate or Copies of Balance Sheet and P&L Account to be enclosed as a proof].

e) Bidder should have Completed the following similar or any civil works during last 7 years

- i) 3 jobs each of value not less than Rs 2,50,000.00/-  
**(OR)**
- ii) 2 jobs each of value not less than Rs 3,50,000.00/-  
**(OR)**
- iii) 1 job of value not less than Rs.7,00,000.00/-.

Copies of work orders/completion certificates should be enclosed as supportive documents.

(f) Should not have been blacklisted by any PSU /Govt. Department (a self certification for the same is required)

### **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**

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

**06. Price Variation**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be valid for acceptance for a period of minimum 60 days from the date of opening the price Bid.

**07. Site Visit**

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

**08. 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).

**9. Completion Period**

The entire work shall be completed within one month (1) from the date of taking over the site. excluding the curing period.

#### **10. Payment Terms**

- a. 90% within 7 days of submission of invoice after completion of work accompanied by the measurement sheets, duly certified by our Engineer-in-Charge.
- b. Balance 10% amount after completion and acceptance of work for Defect Liability and Performance Maintenance Period of 12(twelve) months from the date of issuance of the completion certificate by our Engineer-in-Charge.
- c. Necessary deductions as per the Statutory Rules will be made from the bill(s).

#### **11. Defect Liability**

Defect liability period shall be one year from the date of issuance of letter by BL after satisfactory completion of work.

#### **12. Security Deposit**

EMD of Rs 5000/- of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be retained till one year after successful completion of the job. EMD of unsuccessful tenderers shall be refunded after finalization of the tender. The EMD amount would be forfeited by Balmer Lawrie 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.

#### **13 . Safety and penalty**

The Contractor will be penalized for any safety violation as follows of the contract . The decision of the Safety Committee headed by Safety Incharge will be final .Secondly for any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 1000/- will be charged. If any major safety violation has been observed which resulted in any loss of property the cost will be debited on actual.

#### **14. Sub-letting of Work**

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

#### **15. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to

Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

**16. 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.

**17. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under 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. The award shall be a speaking award stating reason therefor and is final and 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BLC/CFS/MUM / 635 dt.08/01/2019 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**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>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSMED act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	
<b>16</b>	MSMED bidder must state whether they belong to SC/ST category	

**PRICE-BID**  
**Rate Schedule for Carrying out yard paver repair work**

SI No	Description of work	Unit	Qty	Rate	Amount
1	Removal of concrete paver block from existing damaged pavement, selecting good places of blocks, cleaning, stacking in proper manner for reuse and removal of damaged blocks including sand cushion below it, outside the premises at location to be decided by the contractor etc complete.	Sqm	450		
2	Earth work in excavation for box cutting in existing damaged road pavement in all types of soil, bituminous macadam, WBM and boulder solling upto a depth of 400mm (max) from finished formation level grade and disposal of the same outside the premises at contractor cost as directed by the Engineer in charge.	Cum	140.00		
3	Supplying and laying M-15 grade plain cement concrete with 20 mm down stone aggregate, compacting with needle vibrator complete. The proportioning ingredients to be decided based on MIX design or nominal mix 1:2:4 ratio mixed at site to achieve MINIMUM STRENGTH OF 15 N/mm <sup>2</sup>	Cum	46.00		
4	Laying of available cement concrete paver blocks (obtained from item 1 above) to be laid on coarse sand bed of average 50mm thick properly leveled by machine vibration, sealing, interstices with sand complete with all materials and labour as per direction of Engineer in charge / officer in-charge.	sqm	300		

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5	Providing and laying pre-cast machine made interlocking pressed concrete block for paved yard of overall size 100mmx100mmx100m (approx) with minimum crushing strength of 50N/m2, dimensional tolerance of +3mm maximum water absorption limit of 3% to 5% and dry density 2.25 T/Cum to 2.375 T/Cum blocks to be laid on coarse sand bed of average 50mm thick properly leveled by machine vibration, sealing, interstices with sand complete with all materials and labour as per direction of Engineer in charge.	Sqm	150.00		
<b>TOTAL Rs.</b>					
<i>Add Works @GST %</i>					
<b>Net Amount</b>					

**Note :-** Quantity given in price bid is only a indicative quantity and company does not give any guarantee for same. Actual payment will be for the quantity executed duly approved by our engineer in-charge. The parties must visit the site before quoting

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