

#### **BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION** 

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> TENDER NO: BLC/CFS/MNR Work/19 dt 16/11/2019 CIN - L15492WB1924GOI004835

#### **TECHNICAL / COMMERCIAL BID**

**Tender Document for** 

[Maintenance and Repairs of Empty Containers]

DUE DATE & TIME: 22/11/2019 at 14.00 hrs

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#### **NOTICE INVITING e-TENDER**

Online bids are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for "Maintenance and Repairs of Empty Containers".

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>. 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	Maintenance and Repairs of Empty				
		Containers				
2	Tender No	BLC/CFS/MNR Work/19				
3	Validity Of Offer	45 days from the date of opening of the price bid				
4	Contract Period	3 Months w.e.f. 01.12.19				
5	EMD	Rs. 7,500/- (Online Mode)				
6	Downloading / Submission of Tender :					
	a. Starts on	16/11/2019				
	b. Closes on	21/11/2019 @ 14.00 hrs				
7	Opening of Tenders	21/11/2019 @ 14.30 hrs				

#### 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. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ 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.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

#### 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.

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- 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 <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> Interested parties have submit an interest free EMD of Rs.[7,500/- (Rupees Seven Thousand five hundred only)] by on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. 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. 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.

EMD: The bidder shall furnish EMD through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK)

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 <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> in a secure and transparent manner which maintains confidentially 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 <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> 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.

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HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST							
(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS)							
Please email your issues before your call helpdesk. This will help us serving you better.							
Contact Nos.	and email IDs for BalmerLawrie help	odesk officers					
Name	E-mail	<b>Phone Numbers</b>					
Tirtha Das	tirtha.das@c1india.com	+91-9163254290					
Tuhin Ghosh tuhin.ghosh@c1india.com +91-8981165071							
Manishankar (Chennai) chikkavarapu.manisankar@c1india.com +91-8939284159							
Rayi Gaiwal (Mumbai) rayi.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 No Printed or posted Bids / offers shall be accepted.
- 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 Tenders/ submission of filled in tender documents by due date & time.
- 2.6 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.7 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.

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- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
  - 3.4 The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the TenderInviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible any claims/problems arising out of this.
  - "Any amendment / corrigendum, as and when required will be uploaded only on the website of the Company <a href="www.balmerlawrie.com">www.balmerlawrie.com</a> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for up-dation".

The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

#### **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 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:

- 1. Survey of empty containers at the time of arrival as well as at the time of gate out and preparing of EIR along with photographs. Also includes survey of CFS de-stuff containers and preparation of EIR /photographs etc.
- 2. Sending estimates to shipping lines on behalf of BL after survey and inspection of Empty Containers.
- 3. Cleaning and sweeping of empty containers
- 4. Water washing and Chemical washing of of empty containers
- 5. Undertaking repairing of empty containers after obtaining approval from shipping lines.
- 6. On Line MNR Updation on Shipping Line web site.
- 7. Maintaining Proper records for Gate IN, Gate Out, Repairs, Stocks and Sending Daily reports of Daily Empty Yard Activities.
- 8. Ensuring proper placement of empty containers for repairs and also ensuring proper stacking of empty containers to follow FIFO system at the time of delivery.
- 9. Ensuring quick loading / unloading of empty containers without any detention of vehicles to avoid any complaints from Shipping Lines.
- 10. To provide one equipment (10 T Fork-Lift/side stacker) for Loading/Unloading/Placement of empties. (All maintenance cost/Fuel/operators salary will be on bidders account)
- 11. The equipment operators to be deployed should possess valid driving license
- 12. To generate Pre-Advise for Export empties containers and to take print out of FORM 13.
- 13. To ensure that empty container should be repaired within two days after getting approval from shipping line. Prompt reporting of AV stock should be done without delay.
- 14. Carrying out Monthly physical verification of empty containers pertaining to all the shipping lines and reconciliation of the same with on-line stock and report any variance to the operation department for rectification.
- 15. Penalty if any levied by shipping line for any reason such as not repairing as per approval received, mistake done while generating pre-advise, wrong movement of empties etc. will be debited to bidder account.

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- 16. To ensure deployment of sufficient manpower depends on volume of work. (At least 17 persons for carrying out maintenance, repairing work, Survey and official work such as estimation, daily reporting, on line up-dation, maintenance of record etc.)
- 17. Ensure proper maintenance and upkeep of repair work area by routine cleaning of waste and rubbish generated from empty containers and thro repair work
- 18. To maintain seal stock of each shipping line and sending monthly report of seal stock to them. Proper care should be taken to ensure to maintain sufficient seal stock so that empty movement can be effected smoothly.
- 19. Generation of system entry pass at the time of arrival of empty containers and generation of exit pass through our system at the time of outgoing of empty containers.
- 20. Providing necessary computer with accessories like monitor, hard disk and printers would be in the scope of the bidder
- 21. <u>To keep and maintain the repairing area in a clean manner and removing the waste generated from</u> empty containers at periodical intervals.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary assistance and operations as and when required and as instructed by the Company officials.

#### **GENERAL TERMS AND CONDITIONS**

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

- a) Payment of Interest Free EMD of Rs. [7,500/-]
  - Note: EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate
- b) At least one person of the Bidder must have valid International Institute of Container Lessor (IICL) certificate
- c) The bidder should have PF / ESI Registration. (Proof to be attached)
- d) Bidder should possess 3 year's experience in carrying out in undertaking empty container repair work ending 31st March 2019. (Proof to be attached)
- e) Bidder needs to furnish the declaration that they are not black listed by any PSU/Government bodies during their course of business
- f) Should have minimum Average Financial Turnover of Rs.50 Lakhs during the last 3 financial years ending with March 2018.(Proof to be attached)

#### 2. Submission Of Bids

The bids should be submitted in Single bid

#### (a) Price bid

Schedule A of price bid to be quoted in e-proc portal only

Schedule B of price bid to be filled in excel format by downloading from system, filled, signed, scanned and uploaded in e-proc portal

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

Bids will be opened online as per tender calendar

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After opening and evaluation of the technical / commercial bids, the date of opening of price bids will be intimated individually to the bidders who are found techno-commercially qualified.

#### 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 Balmer Lawrie would like to place the order for all the items of work as mentioned in the price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimated quantity given in the Schedule-A plus summation of value quoted for Schedule-B items of price bid. The quantity for Schedule -B would be considered as one for each activity. The company at its discretion may negotiate with L-1 bidder if the rates quoted by him for those items which are abnormally higher rates as compared to others.
- 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 quoted rates shall be valid for a period of minimum 45 days from the date of opening the price Bid.

#### 7. Notification Of Award

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

#### 8. Earnest Money

The bidder shall furnish **an interest free** EMD of Rs.7,500/- (Rupees Seven thousand five hundred only) through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd

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payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). The EMD amount would be forfeited by Balmer Lawrie & 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. The EMD of successful bidder would be retained and would be returned after satisfactory completion of contract period/extended contract period.

#### 9. Contract Period

The contract will be valid for three months w.e.f. 01.12.19 [3 months effective from the date issue of LOI /Work order] or such date as may be mutually agreed.

#### 10. Security Deposit / EMD

A non-interest bearing Security Deposit of *Rs.30,000 [Rs. Thirty thousand only]*, will be required to be deposited with the Company by the successful bidder within 15 days of getting work order from the Company. EMD of successful bidder(s) will be refunded only after expiry of contract. EMDs of unsuccessful bidders will be refunded only after finalization of the tender.

#### 11. Payment Terms

Monthly Payment will be released within 15 (fifteen) days from the date of submission of invoice after due certification by our authorized official along with submission of proof of challans towards remittance of PF and ESI for their personnel deployed at our site.

#### 12. 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.

#### 13. 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.

#### 14. Volume of Work

No assurance on volume shall be given regarding any item of work at any time during the validity of the Contract. However the Company is expecting to handle empty repair volume of about 1000 TEU's approx. per month. It is estimated that the value of repair activities given in Schedule "B" would be Rs. 2.0 L per month excluding tax. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE. The nature of work will also be subject to variation depending on the requirements. Any variation / addition / deletion in the items of work/changes in volume indicated shall not form a basis for any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

#### 15. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) 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 MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the +15%

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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. In case the total tender value is not split able, 100% of the value will be given MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

#### 16. 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.

#### 17. Safety and penalty:

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 of your personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal Protective Equipment all the time during the working hours and must follow all laid down safety norms of CFS without any deviation.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety Incharge 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.

Contractors shall ensure that their work area is kept clean tidy and free from debris/oil particles/ wooden pieces/ pallets/ ply woods/ angels etc. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

#### **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.

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#### **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.

#### **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.

#### **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.

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#### **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.

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#### Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from BL and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

#### **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.

#### 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.

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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. 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.

#### 21. 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 Tender No. BLC/CFS/MNR Work/19 dt. 16/11/2019 and hereby confirm our acceptance of the same.

Place :	Signature of Tenderer
Date :	Name & Address
	Telephone Nos.
	Office:

#### 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 registration 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	

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# PRICE BID (Regular Activities) (To be quoted thro e-Proc portal)

Schedule - A

SI No	Description		Estimated Volume Rate Total		Total Amount	
	'	20 Ft	40 Ft	20 Ft	40 Ft	
1	Survey Charges	800	600			
2	Lift off	800	600			
3	Lift On	800	600			
4	Water Wash ( Floor)	350	400			
5	Water Wash ( Panel & Floor)	50	25			
6	Chemical Wash	375	150			
7	Chemical Wash ( Panel & Floor)	25	25			
	Total					
Add : Applicable Taxes in%						
	Grand Total including taxes					

**Total Amount in words-**

Schedule - B

#### **Man Hour and Repair activities**

(To be filled in excel format, signed, scanned and uploaded in -proc portal)

Total labour charges including taxes per Rs.

hour

Note: The above quoted labour rate per hour should be uniformly applied for the below type of all repair activities for arriving at the Man hour cost, i.e. (Quoted Man Hour \* Quoted rate per hour)

S.No.	TYPE OF REPAIRS	STANDARD MAN HOUR	QUOTE D MAN HOUR	MAN HOUR COST	MATERI AL COST	Total cost
	ALL RAILS					
1	Replace Top/Bottom Rail - 20' Full Profile	20				
2	Replace Top/Bottom Rail - 40' Full Profile	44				
3	Replace rear/Front top rail Each	7.5				
4	Replace Rear/front Bottom rail Each	8				
5	Replace rear header ext.plate	8				
6	Insert Roof ext.plate per 1x1	1.1				
7	Corner Production plate replace 1Nos	1.5				
8	Section all top/bot/tunnel rails 30 cm	1.5				
9	Section all top/bot/tunnel rails 15 cm - Additional	1				
10	Insert all top/bot/Side/tunnel rails 30 cm	1.25				
11	Insert all top/bot/Side/tunnel rails 15 cm - Additional	1				
12	Straighten All Rails - 30 cm	0.75				
13	Straighten All Rails - 15 cm -ADDITIONAL	0.5				
14	Weld cracks and cuts each upto 15 cm	1				
15	Replace corner gusset (RBR/FBR)	0.25				
16	Replace Corner Fitting Each	1.5				
17	Remove & Refix Corner Fitting Each	1.5				
18	Straighten & Weld " J " Bar	1.0				
	PANELS					
19	Replace 8'x4' Corrugated panel	4				
20	Replace Roof 8'x4' panel Corrugated/Flat	4				
21	Patch 1St Sq ft. (All panel)	1				
22	Patch additional One Sq ft. (All panels)	0.75				
23	Straighten 1st One Sq. ft (All Panels)	0.75				
24	Straighten 1st One Sq. ft Addl. (All Panels)	0.25				
25	Straighten and Weld upto 6" (Per Each)	0.25				
	Replace Lashing Bar Each	0.5				

# Balmer Lawrie & Co. Ltd. Container Freight Station, [ Chennai ] Tender No: BLC/CFS/MNR Work/19

	DOOR			
26	Replace Door Hinge (per hinge)	1		
27	Strn hinges per door	0.5		
28	Replace handle (per peice)	0.5		
29	Section Gasket retainer upto 4ft.	1.75		
30	Section gasket per ft.	0.5		
31	Replace handle retainer - Full set	0.5		
32	Replace handle retainer/Catch	0.25		
33	Replace cam/Keeper Per Piece	0.25		
34	Replace Lock rod guide - small	0.25		
35	Remove raingutter	1		
36	Replace vertical gasket retainer 8 ft	5		
37	Strn L/rod Handle per Piece	0.25		
38	Strn Lock rod per Piece	0.25		
39	Strn Lock rod retainer per Piece	0.5		
40	Strn Lock rod Bracket/guide/Catch per Piece	0.25		
41	Free up hinges (per door)	0.5		
42	Section Lock rod per fit	0.25		
43	Replace Bearing Bracket per Piece	0.5		
44	Doors - Misalign - Realign (per door)	4		
45	Strn Cam & Cam keeper	0.5		
46	Section Vertical frame 1ft	1.8		
47	Section Vert/Frame additional 1 ft	1.5		
48	Insert Vertical Frame 1 ft	2		
49	Insert Vertical Frame 1 ft - Addl.	1.5		
50	Strn Door Frame & Stiffener 1'(30cm)	0.5		
51	Replace Door Tir (Slam)Plate -Stopper	0.5		
52	Strn Door Tir (Slam)Plate -Stopper	0.5		
53	Replace Door Hinge Blade Each	1.5		
54	Strn Door Hinge Blade Each	0.5		
55	Replace Door Hinge Pin Each	0.5		
56	Gasket Cut To Fuse 6"	0.25		
57	Twist Lock Replace -1no	1.5		
CORI	NER POST		 	
58	Replace rear corner post -1 no	12		
59	Replace rear corner post (9.5)-1no	15		
60	Replace front corner post-1no	10		
61	Replace front corner post (9.5)-1no	18		
62	Insert all corner post- 1ft.	1.5		
63	Insert all corner post - 15cm add.	1		
64	Strn all corner post - 1ft.	1		
65	Strn all corner post-15cm add.	0.75		
66	Insert J Bar- 1ft	1.25		
67	Strn J Bar -1ft	0.5		

# Balmer Lawrie & Co. Ltd. Container Freight Station, [ Chennai ] Tender No: BLC/CFS/MNR Work/19

	FLOOR			
68	Replace 2'x2' ply wood floor	2		
69	Replace 4'x4' ply wood floor	2.5		
70	Each Additional Sq.Ft	1		
	Replace Center Divider 20'ft(Inclusive Of R&R			
71	Floor Board)	12		
72	Replace Center Spacer 40' Ft (Inclusive Of R&R Floor Board)	18		
	Replace Center Spacer 20' Ft (Exclusive Of R&R	10		
73	Floor Board)	4		
74	Replace Center Spacer 40' Ft (Exclusive Of R&R Floor Board)	6		
75	Section Center Spacer 1' Ft (30cm)	1.8		
76	Grind / Sanding Floorboards 1sqft	0.2		
77	Replace Threshold Plate	2		
78	Straighten & Refix Threshold Plate	0.75		
79	Resecure Threshold Plate	0.25		
	UNDER STRUCTURE			
80	Replace cross member per pcs	1.5		
81	Replace fork pocket side 1 no	2		
82	Replace fork pocket assembly	7		
83	Insert Cross Member/fp - 1ft	0.75		
84	Insert Cross Member/fp -15cm Addl	0.75		
85	Straighten cross member/Flp/Flp strap per pcs	1.75		
86	Replace fork pocket strap	0.75		
87	Weld upto 6" on All understructure compnts.	0.25		
88	Replace Outrigger	2.0		
89	Replace Tunnel Plate	7.0		
90	Strn Tunnel Plate	3.5		
	TING			T
91	SPP 1mtr sq.	0.1		
92	Topcoat 1mtr sq.	0.15		
	OPEN TOP CONTAINERS			
93	Replace Open Top Tarpaulin 20' Ft	2		
94	Replace Open Top Tarpaulin 40' Ft	3		
95	Replace Tir Cord Only 20' Ft	0.75		
96	Replace Tir Cord Only 40' Ft	1.25		
97	Replace Tir Cord Terminal End Fitting Each	0.5		
98	Refit Tir Cord Terminal End Fitting Each	0.5		
99	Replace Tarpaulin Eyelet Each	0.5		
100	Replace Tarpaulin D-Ring Each	0.5		
101	Patch Tarpaulin 1' X 1' (30cmx30cm)	1		
102	Replace Roof Bow Holder Each	1		
103	Replace Roof Bow Each	1		
104	Straighten & Refix Roof Bow Each	0.75		

Tender No: BLC/CFS/MNR Work/19

105	Refix Roof Bow Each	0.25		
106	Free Up Removable Swinging Header	1		
107	Sealant Pin Holes	1		
	MISCELLANEOUS			
108	Replace complete container marking	0.2		
109	Replace 1 letter or one number	0.15		
110	Replace 1 CSC plate	2		
111	Replace cargo weight lable (R.Door)	0.15		
112	Floor Board Screws Renew 1 No.	0.1		
113	Rivet Renew 1No.	0.15		
114	Gasket Sprung out - Refix 8'	0.75		
115	Floor Sealant Apply Each 1ft	0.3		
116	Replace Ventilator Cover	0.5		
117	Remove Nails/Dowel/Lashing Ropes each 10Nos	0.25		
118	Remove Graffiti / DG Sticker	0		
119	Remove Lashing Rope & tackles	0.25		
	Total			

Note: Please indicate IGST / GST @ %

**Total Amount in words-**

Place-----Signature of Tenderer

Date-----Name & Address