



Balmer Lawrie & Co. Ltd.

(G & L– Kolkata)

(A government of India Enterprise)

P-43, Hide Road Extension, Kolkata-700 088.

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail Jaiswal.r@balmerlawrie.com

Tender Enquiry

Tender No. : GLK/TE19/243

Date: 04.12.2019

Due date: 16.12.2019 up to 6:00 PM

Sub: Construction of RCC Pump foundation

Sealed offers are invited from the competent and experienced vendors in the field with technical and financial capabilities for the subject job as per following table of contents-

- 1.0.0 General Terms & Conditions:
- 2.0.0 Health, Safety & Environment (HSE) terms & conditions:
- 3.00 Price Schedule
- 4.0.0 Disclaimer Clause:

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,

For Balmer Lawrie & Co. Ltd.

Ranjit jaiswal
Executive (Maintenance)

Encl.: As above



1.0.0 General Terms & Conditions:

- 1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact
- R. Jaiswal
Executive (Maintenance)
Balmer Lawrie & Co. Ltd.,
P-43, Hide Road Extension, Kolkata-700088,
E-mail- jaiswal.r@balmerlawrie.com
Phone no. 033-24500102
- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.3.0 The **bidder shall not be allowed to deviate from their scope of work as mentioned in the tender and in such deviation case their offer shall be rejected. For example if a vendor quoted for all the item as per scope of work or price schedule except one item say painting , in that case their offer shall be rejected.**
- 1.4.0 Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.5.0 The vendor is not allowed to give any “subcontract’ without proper justification and approval of BL.
- 1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.7.0 **Tender Cancellation:** The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reasons at any stage of the tender processing as per sole discretion of BL is not liable to provide any reason to the applicants for the same.
- 1.8.0 **Job completion Period:** The expected completion period of entire job should be **2-3 weeks** from the issue date of Purchase Order (PO) or LOI whichever is earlier subject to handing over of site. However, the early completion period for the job(s) would be preferred.
- 1.9.0 **Submission Bid:** Price bid must to be submitted sealed envelope superscripting the envelope with subject, tender no., date and due date.
- 1.10.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire job **stands lowest in totality.**
- 1.11.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.



- 1.12.0 **Risk purchase:** In case of failure to deliver the Items or /complete the job as per our specification & delivery/completion date indicated in Purchase order/tender, the Items/job will be procured from any other available sources and difference in cost will be recovered from the vendor.
- 1.13.0 **Guarantee/Warranty Period:** - Vendor shall guarantee against any and all defects in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the 'vendor' and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.
- 1.14.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
- 1.14.1 Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
- 1.15.0 If any damage is caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.16.0 **Job site, working days & hours:** - All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:00 pm (timing may be relaxed if required). The job site will be provided by BL after two months from date of issue of LOI/PO to the successful vendor for the job.
- 1.17.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.
- 1.18.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.19.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).
- 1.20.0 **Provisions for Micro and Small Enterprises (MSE) :**
- a) Qualification Criterion : MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender.
- c) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the grade at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid."



- 1.21.0 **Payment terms:** 100 % of PO value within 30 days from date of submission of invoice after completion of entire job.
In case of any deduction on the payable vendor invoice value arises due to short receipt, LD clause or due to any other reasons as per tender terms, vendor has to issue credit note to Balmer Lawrie & Co. Ltd. specifying GST amount separately based on the written communication of Balmer Lawrie & Co. Ltd. specifying the deduction amount along with GST and clarifying the reason for the deduction. Balmer Lawrie & Co. Ltd. will not issue any debit note to the vendor for the same.
- 1.22.0 **Compliance of GST Law:** The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.
- 1.23 **Tolerance:** Tender quantities or total contract value may be revised by upto $\pm 20\%$ +Taxes based on actual requirement.
- 1.24 **Arbitration:** If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.
In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018
- 1.25 **Force-majeure:** Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.
- 1.25 **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.



2.0.0 Health, Safety & Environment (HSE) terms & conditions:

- 2.1.0 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**
- 2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
- Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
Work at Height permit: if any job to be done above 6 ft height
Work at confined Space: if have to work inside the any tank or kettle & duct in the premises.
No person will be allowed to work in the premises without work permit & absence of site supervisor.
- 2.10.0 **Security & safety of Contractor’s persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 2.11.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.
- 2.12.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning there name, father’s name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 2.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 2.12.3 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.
- 2.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders,



safety equipment etc. required to carry out job at his cost.

- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.8 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 2.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; In case of major safety violation, the vendor will be Panelized as per Company's HSE Progressive Disciplinary Policy.



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3.0 Price Schedule:

Vendor's company:.....Offer No:.....Date:.....

SL	Scope of Supply	Qty.	UOM	Unit rate (₹)	Amount (₹)
3.1	Construction of RCC [M30] Pump foundation for storage Tank at Tank Yard including dismantling of RCC, excavation of earth, laying of BFS, PCC & RCC with 12 mm dia TMT Bar of double reinforcement including centring & shuttering complete with 20 mm dia x 250 mm long 6 Nos. HD Bolts should be grouted [bed size 2000 x 500 x 600 mm (H)]	5	Nos		
3.2	Add GST [SAC.....]			@ %	
3.3	Total including GST				

Contact Person :

Contact Number :

Signature with official