



**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*  
*E-mail: [ koli.ka@balmerlawrie.com]*  
CINL15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/701

**TECHNICAL / COMMERCIAL BID**

Tender Document for

*[RCC Repairs work of Container repair area SHED]*

**[DUE DATE & TIME: 22/06/2020 at 5.00 PM ]**

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### NOTICE INVITING TENDER

Sealed offers are invited from reputed & experienced parties willing to quote for undertaking contract for **RCC Repairs work of Container repair area SHED** as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site [www.balmerlawrie.com](http://www.balmerlawrie.com) Interested parties have to submit an interest free EMD of Rs.[3000/- (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]. Valid MSMED / NSIC certificate holders are exempted from EMD. SC/ST category in MSMED and NSIC should clearly mention the same. **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 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/701 Dated 18 /06/2020“OFFER FOR RCC Repairs work of Container repair area SHED. ”** and shall be dropped in our tender box at the given address **within 22/06/2020 at 5.00 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	<b>RCC Repairs work of Container repair area SHED</b>
2	Tender No	<b>BL/CFS/MUM/701</b>
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion period	Two weeks from date of LIO or Purchase Order
5	Tender Fee	Not applicable for this tender
6	EMD	<b>Rs. 3000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>18/06/2020 at 5.00 PM</b>
	b. Closes on	<b>22/06/2020 at 5.0 0 pm</b>
8	Opening of Tenders	<b>22/06/2020 at 5.30 Pm</b>

#### **A. 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:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN certificate copy.
- GST Registration certificate copy.

## **B. 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.
- 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.

### **1. 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](http://www.balmerlawrie.com). The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **2. 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

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:**

**RCC repair works**

Repair work for RCC Structures exclusively which includes Polymer treatment, jacketing, water proofing etc.

**M.S.Scaffolding**-Providing of M.S scaffolding with H Frame, Bracing , Pipe, Couplers, M S Plank, Ladder, Cross Bars, Tool Hanger / Bin and Fastener hooks, with proper vinyl covering along the scaffolding with fall arrest and proper net at the bottom of scaffolding

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria**

- a) *Payment of Interest Free EMD of Rs. [3,000/-] Payment of EMD is exempted for MSMED/NSIC Parties on submission of copies of valid certificates.*
- b) *Bidder should have valid GST number, copy of the same is to be submitted*
- c) *Bidder should not be black listed by any PSU or Government department, self declaration for the same is to be submitted.*
- d) *Bidder should be registered vendor with Balmer Lawrie & Co.Ltd . Container Freight Station Dronagiri, Navi Mumnai or with any other unit of Balmer Lawrie & Co. Ltd.*

### **2. Submission Of Bids**

The bids should be submitted in single bid process.  
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 calendar.

### **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 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.
- 4.3 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 :**

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 60 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. Completion period**

The completion period will be two weeks from the date of placement of LOI/ Work order or such date as may be mutually agreed.

**9. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till six month after completion of job. The EMD of unsuccessful bidder will be returned after finalization of the contract.

**11. Payment Terms**

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

**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. 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 range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined 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 to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

#### 14. 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.

15. **TDS Compliance :Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.**

**BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.**

**TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.**

**Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.**

#### 13. 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.

#### 14. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 & 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.



*In event of any dispute or difference relating to the interpretation and application of the provision 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 & Excise Departments), such disputes 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*

#### 15.Safety and penalty :

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.

#### Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

##### Fall Prevention System

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

##### Fall Protection Systems

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

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

##### Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying

the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

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

### **Stairways and Ladders**

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

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

### **Roof Work/Access**

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

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS/MUM/701 dated 18/06/2020. and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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.	
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 uploaded	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax 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.	

**PRICE BID**

***RCC Repairs work of Container repair area  
SHED***

Sr.No	Description	Unit	Qty	Rate	Amount
	<b><u>Structural Repair</u></b>				
1	<b>Breaking of Damaged wall/ Plaster</b> -Carefully dismantling the brick wall /concrete of the R.C.C. members, namely columns, beams and slabs etc. wherever found loose and stacking the debris at one place at ground floor within the premises.	Sqft	2500		
2	<b>Reinforcement Steel</b> - Providing ,cutting, bending binding & tying in position steel reinforcement bars of grade FE-500 with 16guage M.S/G.I binding wire as directed by EIC for structural members etc . Complete.	Kg	50		
3	Repair of damaged wall plaster outside and inside and final cement finishing and sunanada polyalk EP and WP Repairs to load carrying R.C.C. Members avg. thickness 25 mm such as columns, beams, slabs, chajjas etc. inclusive of making of damaged areas, chipping off loose and disintegrated concrete, preparing exposed concrete as specified, cleaning the reinforcement with wire brush, chipping hammer and protective coating on the nearby the concrete of steel exposed, anticorrosive coating on exposed reinforcement, bond coat of Polymer on concrete interface, restoring all broken concrete by Polymer Modified mortar in (Mix 1:5;15) ( polymer: cement: Sand.	Sqft	2500		
4	Providing neat cement plaster on internal OR external walls, columns, beams, ceiling, etc. 12mm average thickness single coat in line and level, in proportion of Cement Mortar (1 is to 4) including curing the same, scaffolding, carting away debris out of the compound, cleaning the site etc. complete as per instructions of Employer.	Sqft	2500		
	<b>Total</b>				
	<b>GST</b>				
	<b>Total with GST</b>				

In words :

**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.**

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**  
**Tender No : BL/CFS/MUM/701 Dt.18/06/2020**

**Place-----**

**Signature of Tenderer**

**Date-----**

**Name & Address**