

BalmerLawrie& Co. Ltd. Container Freight Station, **[Navi Mumbai]**

e-Tender No : BL/CFS/MUM/709 DT. 06/10/2020



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*

TENDER NO: BL/CFS/MUM/709 dt 06/10/2020

CIN - L15492WB1924GOI004835

TECHNICAL / COMMERCIAL BID

Tender Document for

**[Repair of 50 m³/day Sewage Treatment Plant (STP) equipments
at our Container Freight Station, Dronagiri, Navi Mumbai]**

DUE DATE & TIME: [17/10/2020 at 17:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids in two 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 for Repair of 50 m³/day Sewage Treatment Plant (STP) at our Container Freight Station, Dronagiri, Navi Mumbai

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the 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	Repair of 50 m ³ /day Sewage Treatment Plant (STP) at our Container Freight Station, Dronagiri, Navi Mumbai
2	Tender No	BL/CFS/MUM/709 DT. 06/10/2020
3	Validity Of Offer	90 days from the date of opening of the technical bid
4	Work Completion Period	60 days from the date of placement of work order.
5	Tender Fee	NIL
6	EMD	Rs.25000/-
7	Downloading / Submission of Tender :	
	a. Starts on	06/10/2020 at 5.00 pm
	b. Closes on	17/10/2020 at 5.00 pm
8	Opening of Tenders	17/10/2020 at 5.30 pm

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.

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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.
- Income Tax PAN number
- GST Registration number
- 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

- 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.
- 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.
- 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.

GeM Declaration

Repair of 50 m³/day Sewage Treatment Plant (STP) are *not available in GeM.*

Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

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 submit an interest free EMD of Rs. [25000/- (Rupees Twenty 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, drawn on any nationalized / Scheduled Bank, payable at **Mumbai /Navi Mumbai** . Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. MSME Certificate holders in SC/ST Category should specifically mention the same. However, submission of EMD are 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. EMD amount will also be accepted in the form of Bank Guarantee in the prescribed format of the company

The physical original instruments/drafts /documents 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.

BI Help desk Details.

HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAY5))			
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 : blsupport@c1india.com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981166071	

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.
- 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.

Note : Bidder has to download the price bid attached herewith in excel format ,fill the relevant details and upload the same in PDF format after putting stamp & sign.

TECHNICAL SPECIFICATIONS

2.00 GENERAL

Repair and refurbishment of 50 cum /day of Sewage Treatment Plant in our CFS Dronagiri Navi Mumbai. The parameter / basis of design and expected Treatment quality will be as follows. Design should be as per standard practice of Environmental Engineering.

DESIGN BASIS

Flow / Capacity Calculation:

- ☞ Design Flow rate : 50 m³ / day
- ☞ Average flow duration : 20 hours (peak load 2.5 hrs)

Design flows and characteristics of Sewage before treatment:

SR. NO.	PARAMETER	Values	UNITS
1	Flow	50	m ³ /d
2	pH	6.5-7.5	--
3	BOD	250-350	mg/l
4	COD	400-600	mg/l
5	TSS	150	mg/l
6	Oil & grease	50	mg/l

Expected Treated Effluent Quality

Typical treated Effluent qualities are as follow (maximum values)

SR. NO.	PARAMETER	QUANTITY	UNITS
1	Flow	50	m ³ /d
2	pH	6 – 8.5	--
3	BOD	Less than 30	mg/l
4	COD	Less than 100	mg/l
5	TSS	Less than 20	mg/l
6	Oil & Grease	Less than 5	mg/l

The successful bidder has to ensure that the equipment and construction of STP is executed in such a manner that the operation related to treatment of effluent meets the MPCB NORMS.

SCOPE OF WORK

SCOPE OF WORK:

1. The scope of work and tentative PRICE SCHEDULE QUANTITY shall be read with the Drawings, Condition of Contract, Technical Specifications and the Tenderer shall be deemed to have examined the Drawings, Condition of Contract, Technical Specifications and to have acquainted himself with the work to be done and the way in which they are to be carried out.
2. The detailed description of Work and materials, given in the Technical Specifications are not necessarily repeated in the Price Schedule.
3. The Technical Specifications are intended to cover the supply of material and the execution of all works to complete the entire project works.
4. The quantities given in the price schedule, are indicative only and given to provide a common basis for tendering. However the payment will be made as per actual executed quantities only and as measured by the Engineer in-charge and valued at the rates & prices indicated in the work order.
5. Contractor's Engineer / Supervisor responsible for execution of Works shall have valid Supervisory Electrical license issued by PWD.
6. Contractor shall execute his works with adequate coordination with other contractors working in the area during civil construction & commissioning.
7. 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.
8. Bidder should also assist and liasoning with Maharashtra Pollution Control Board (MPCB) for renewal of our MPCB License in 2021.(Charges should be included in price bid)

Note : This is no split tender.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. 25000 /-
- b) The Bidder should have at least 5 years experience of Supply ,Installation & Commissioning of Sewerage Treatment plant(STP) or Effluent Treatment plant (ETP) work only and should have completed any of the following work during last five years as on 31/03/2020
 - I. 3 jobs each of value not less than 10.00 lakhs of Sewerage treatment Plant (STP)or Effluent treatment plant (ETP) only
 - II. 2 jobs each of value not less than 15.00 lakhs of STP or ETP only
 - III. 1 job of value not less than 20.00 lakhs of STP or ETP only
- C. Bidder should have minimum Average Financial Turnover of Rs. 25.00 lakhs per year during the last 3 financial years ending with March 2019 (Proof to be attached).
- D. Bidder Should not have been blacklisted by any PSU /Govt. Department (a self-certification is required)
- E. The bidder should have valid GST Registration

2. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

- [A] Technical / Commercial Bid [Unpriced]
- and
- [B] Price Bid

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

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

Price bid will be opened for those bidders who qualify in Technical/ Commercial Bids, the opening of the price bid will be online only

04. 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 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 estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.
- 4.4 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.
- 4.5 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 will be rejected.
- 4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. 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 whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

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 90 days from the date of opening the Technical 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).

09. Power & Water

Power for general lighting required for the work shall be provided by the company. Water required for carrying out the work would be in the scope of the contractor.

10. Completion Period

The entire work shall be completed within **60 days** from the date of issue of LOI/WO. The work will be required to be carried out in phased manner as per site requirement and instruction that will be issued from time to time. The time period for execution of each phase of work shall be one month from the date of releasing the work front excluding the curing period.

11. Payment Terms

11.1 Payment of **50%** of work order value of **material value including taxes** shall be released after receipt of materials at our site.

11.2 Payment of **40%** of the work order value shall be released within seven days from the date of completion **of job in all respects and after submission of bill duly certified by our engineer-in-charge accompanied by satisfactory completion certificate issued by our engineer-in-charge.**

11.3 **The 10% of work order value will be retained as Retention Amount and the same shall be refunded after one year from the date of satisfactory completion of job.**

11.4 Liaisoning with Maharashtra Pollution Control Board (MPCB) for renewal of Balmer Lawrie Container freight station MPCB consent to operate in 2021 : Payment for this will be made according to rate quoted by bidder for the sr. no 14 of price bid only after actual receipt of MPCB consent to operate.

12. EMD / Retention Amount:

This retention amount can be refunded on submission of Performance Bank Guarantee (as per prescribed format in NIT) equivalent to the retention amount which shall be valid for a period of 01 year.

The EMD amount will be refunded after one year and satisfactory completion of job.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of order
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non submission of Security Deposit.
- e) Bidders submitting false/fabricated/bogus documents in support of their credentials
- f) 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.

13. Liquidated Damage

- (i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the NIT, He may request the owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay / breach.

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

14. Performance Guarantee & Warranty

The Contractor will repair and/or replace all defective parts, components / fittings, accessories etc. which are notified to him in writing within the Defect Liability Period. Such defective parts, components, fittings, accessories etc. should be promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or rejected. The defect liability period will be for one year after completion of job.

15. PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder 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 Minimum Wages Act 1948
- d) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises. No claims from the workmen of the contractor will be entertained by the company at any point of time.

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.

16. 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.

17. 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.

18. 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.

19. 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

20. 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 vendor) vendor subject to matching with L1 price of non MSE vendor.

21. 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

22. 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.

23. 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.

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.

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.

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.

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.

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.

BalmerLawrie& Co. Ltd. Container Freight Station, **[Navi Mumbai]**

e-Tender No : BL/CFS/MUM/709 DT. 06/10/2020

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL/CFS/MUM/ 709 DT.06/10/2020 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

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./ LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return 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	

PRICE BID :

SR.NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Particulars for 50 KLD STP				
1	Supply and installation of Bio-reactor and tube setter in mild Steel with Fiberglass Reinforced Plastic (FRP) coating inside and outside and from both sides (One tank 20KL and another 6 Kl and conducting spark test.	LOT	1	DO NOT PUT RATE HERE	
2	Supply of Air Blowers (1W+1S), with air diffusers for Bio-reactor	LOT	2		
3	Replacement of MBBR (Moving bed biofilm reactor) and Tube Settler Media	LOT	1		
4	Replacement of fine bubbles air diffuser with piping	LOT	1		
5	Supply and Installation of Sand and carbon filter (Element Filter) 1) Sand Filter 600 x 1500 mm 2) Carbon filter 600 x 1500 mm 3) Softener Plant	LOT	1		
6	Supply and installation of UV System for disinfection	LOT	1		
7	Supply and installation of Electric control panel with cabling and cable trays	LOT	1		
8	Repair of All Required Accessories For STP (All Pump, MS FRP Foundation, Replacement of damaged, rusted and choked Pipelines And Fitting ,Instruments, oils (The party has to visit the STP located at our CFS before quoting to analyze the proper quantity for smooth functioning of the STP)	LOT	1		
9	Supply and installation of piping and fittings (UPVC)	LOT	1		
10	Supply and installation of Filter motor pump of 2 cubic meter per hour flow and 25 meter head	Nos	2		
11	Supply and installation of blower pump of 2HP	nos	1		
12	Construction of sludge drying beds as per requirement with brickwork.	LOT	1		

BalmerLawrie& Co. Ltd. Container Freight Station, [Navi Mumbai]**e-Tender No : BL/CFS/MUM/709 DT. 06/10/2020**

13	Civil work 15 m3 Sewage Collection Tank (Underground) with bar screen provision.	LOT	1		
14	Liasoning with Maharashtra Pollution Control Board (MPCB) for renewal of Balmer Lawrie Container freight station MPCB consent to operate in 2021	LS	1		
	TOTAL				
	GST				
	TOTAL WITH GST				

BANK GUARANTEE AGAINST PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the day of

THE GUARANTEE is executed at Kolkata on the day of by
.....(set out full name and address of the Bank) (hereinafter referred to as “the Bank” which
expression shall unless expressly executed or repugnant to the context or meaning thereof mean and
include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), an existing company within
the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road,
Kolkata – 700 001 (hereinafter referred to as “the Company”) issued a Tender being No.
dated (hereinafter referred to as “the said Tender”) for (set out purpose of the job) and pursuant
thereto Messrs/ Mr. (set out full name and address of the Contractor)
(hereinafter referred to as “the Contractor” which term or expression wherever the context so requires
shall mean and include the partner or partners of the
Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete
which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance
thereof an Order being No..... dated (hereinafter referred to as “the said
Order”) has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at
their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees
..... only) as performance guarantee for the fulfilment of the terms and
conditions of the said Tender and to do execute and perform the obligations of the Contractor under the
Agreement dated the day of (hereinafter referred to as “the
Agreement “) entered into by and between the Company of the one part and the Contractor of the other
part, the terms of the said Tender and the terms contained in the said Order which expression shall
include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security
for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we
(set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.
6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees

only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :