



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]

CIN - L15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/731

TECHNICAL/COMMERCIAL BID

Tender Document for

[Rolling Shutters Repairing & Greasing work]

DUE DATE & TIME: [01/03/2021 at 5.00 PM]

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NOTICE INVITING E-TENDER

Sealed offers are invited from the reputed or experienced parties and willing to quote for the subject tender **Rolling Shutters Repairing & Greasing work at our Container Freight Station, Dronagiri, Navi Mumbai -400707** per our requirement detailed in Scope of Work and General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com. Interested parties have to submit **Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder.** MSME agencies should declare their UAM number in the CPPP portal, if the same is not mentioned in the CPPP portal then you shall not be entitled for any benefits for being MSME /NSIC.]. **Parties with Valid MSMED/NSIC Certificates is exempted from EMD. 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/731 Dated 24/02/2021 : Rolling Shutters Repairing & Greasing work** and shall be dropped in our tender box at the given address **within 01/03/2021 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	Rolling Shutters Repairing & Greasing work
2	Tender No	BL/CFS/MUM/731
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Completion period	20 days from the date of LOI / WO.
5	Tender Fee	Not applicable
6	Bid Security Declaration	Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder
7	Downloading / Submission of Tender :	
	a. Starts on	24.02.2021 at 5.00 pm
	b. Closes on	01.03.2021 at 5.00 pm
8	Opening of Tenders	01.03.2021 at 5.30 pm

GeM Declaration

Rolling Shutters Repairing & Greasing work are not available in GeM.

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

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:

- a. Income Tax PAN number
- b. GST no .
- c. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- d. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years.

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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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 BalmerLawrie website 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 BalmerLawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

Rolling Shutters Repairing & Greasing 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 explicitly 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.

- Repairing s of rolling shutters including removing & fixing of spring , frame ,gear box , nut and bolts, shutter closing rods , Servicing & overhauling the rolling shutter with grease, lubricants in guide channel ,chain & pulley arrangement including repairing of locking arrangement & damaged leave of shutters. (Including Scaffolding) .
- Supply of 4 nos . of spring in each rolling shutter.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- (a) Bidder should have valid GST no. Copy of the GST Registration number is to be submitted.
- (b) Self-declaration regarding not black listing by any PSU or Govt. department is to be submitted.
- (c) Submission of bid security declaration in a format enclosed herewith.

2. Submission Of Bids

The bids should be submitted in single bid process i.e. Technical / Commercial Bid [Unpriced] bid with Price bid

For Price Bid, only the rates are to be submitted as per given format.

3. Tender Opening

Unprice and price bid will be opened as per tender calendar.

4. Acceptance of offers

- 4.1 BalmerLawrie 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 BalmerLawrie at any stage.
- 4.3 BalmerLawrie 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 BalmerLawrie in this connection will be final.
- 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 BalmerLawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of BalmerLawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of BalmerLawrie.
- 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 BalmerLawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement BalmerLawrie 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 offer shall be valid for a period of minimum 60 days from the date of opening the price Bid.

7. Notification Of Award

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

7.2 BalmerLawrie does not guarantee the quantity given in tender document actual work order or job may awarded for required measured quantity only.

8. Bid Security Declaration :

Bid security declaration (This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder.

9. Security Deposit : Successful bidder has to submit interest free security deposit @ 3 % of order value with in seven days after receipt of LOI /WO which will be retained till six month after completion of job.

10. Payment Terms

Monthly payment will be released within 5 (Five) days from the date of submission of invoice after due certification by our authorized official / completion of JOB.

11. Completion Period : Within 20 days from the date of LOI /WO.

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. 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. 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 LI+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.

Note : This is no Split tender.

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. 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.

18. General Safety, Security & other Regularations :

The contractor will be responsible for ensuring proper conduct & behaviour of the personnel deployed by him so as to maintain laid down safety and security rules and regulations at BL CFS.Dronagiri . The contractor shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsory use proper safety equipments. The contract shall comply with the provisions of the required insurance, Minimum Wages act, Contract Labour Act. , ESI, PF, Bonus etc.in respect of the workmen /personnel employed by him.

Safety and penalty

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

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.

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

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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No_.BL/CFS/MUM/731 dated 24 /02/2021 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./ LLP	
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

Ref: Tender No: BLC/CFS/MUM/731 dt.24.02.2021 : Rolling Shutters Repairing & Greasing work

Sr No.	Job Description	Qty	Unit	Rate Per Unit	Total
1	Repairing s of rolling shutters including removing & fixing of spring , frame ,gear box , nut and bolts, shutter closing rods , Servicing & overhauling the rolling shutter with grease, lubricants in guide channel ,chain & pulley arrangement including repairing of locking arrangement & damaged leave of shutters. (Including Scaffolding)	16	Nos		
2	Supply of 4 nos . of spring in each rolling shutter	64	nos		
Total					
GST					
Grand Total					

Amount in Words :

***Note:** The estimated quantities mentioned in the in the price bid are approximate and for indicative purpose only and not an assured quantity which may vary based on actual requirement. However payment will be payable at actual supply of materials based on requirement with proof of supply of materials. The bidders are advised to visit the site and understand the actual quantities and work required before submitting their bid.*

Date:

Name of the Company

Place:

Signature with Seal

Annexure B

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.:

Name of Work:

I/ We, the authorized signatory of M/s, participating in the subject Tender no. -----

for the job of "-----" do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ we fail to execute formal contract agreement within the given timeline OR I/ We fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract (s) of Balmer Lawrie & Co. Ltd for a period of one year from the date of committing such breach.

Place :

Signature and seal of authorized signatory of Bidder:

Date :

Name of authorized signatory :