



Balmer Lawrie & Co. Ltd.

(G&L-Kolkata)

(A government of India Enterprise)

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

Phone- (033) 2450 0148, Fax- (033) 2439 2277, E-mail : panda.r@balmerlawrie.com

Limited Tender Enquiry

Tender No. : **GLK/TE21/136**

Date : 23.09.2021

Due: 05.10.2021 upto 4.00 PM

**Sub: Execution of Civil Repairing jobs at Security Quarter
at P-43, Hide Road Extn., Kolkata - 700 088.**

The tendered item is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item on GeM.

Online offers are invited from the Registered vendors of BL in the field with technical and financial capabilities for the subject jobs as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Health, Safety & Environment (HSE) terms & conditions
- 3.0.0 Conditions for Online bid submission
- 4.0.0 Price Schedule

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

Thanking you,

Yours faithfully,
For Balmer Lawrie & Co. Ltd.

Ratikanta Panda
Deputy Manager (Human Resources)

Encl.: As above

List of vendors

- 1. Chakraborty Concern
- 2. Construction & Engineering Services
- 3. J.B. Construction
- 4. Suchona Construction
- 5. Becon
- 6. R. G. Construction
- 7. Sheffield Construction



1.0.0 General Terms & Conditions:

- 1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Ratikanta Panda
Manager (Human Resources)
Balmer Lawrie & Co. Ltd.,
P-43, Hide Road Extension, Kolkata-700088,
E-mail- panda.r@balmerlawrie.com
Phone No. : 033-24500148

- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.3.0 The **bidder shall not be allowed to deviate from their scope of work as mentioned in the Price Bid of this tender and in such deviation case their offer shall be rejected. For example if a vendor quoted for all the item as per scope of work or price schedule except one item say painting , in that case their offer shall be rejected.**
- 1.4.0. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.5.0 The vendor is not allowed to give any “subcontract” without proper justification and approval of BL.
- 1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors through corrigendum duly published in BL Eproc Site <https://balmerlawrie.eproc.in> . Telex/Telegraphic/Fax/Email offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.7.0 **Job completion Period:** The expected completion period of entire should be **one month** from the issue date of Purchase Order (PO) or LOI whichever is earlier. However, the early completion period for the job(s) would be preferred.



1.8.0 Submission Bid:

1.8.1 Price bid must to be filled On-line only.

Bidders are requested to kindly visit our website: <https://balmerlawrie.eproc.in> for the same. Bidder may submit **the other requisite document as required in the tender**. The DD/PO against the EMD (if applicable) shall be submitted in **hard copy** in a sealed envelope, superscripting the envelope with tender no., date & due date, covering letter. Additionally, any bulky technical bid or **relevant data sheet** may also be submitted in hard bid wherever it was not uploaded in e-bid portal within the due date of this tender. Hard copies of the Price Bid should not be sent along with the other documents, neither the scan copy to be uploaded in the BL E-procurement site, if found this bid shall stands cancelled.

1.9.0 Selection & placement of offer:

A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **qualified vendor**, whose total price of entire job **stands lowest**.

1.10.0 Jurisdiction:

- All disputes are subject to Kolkata jurisdiction.

1.11.0 Guarantee Period:

- Vendor shall guarantee against any defect in design, workmanship, materials and performance for a period of **twelve (12) months from the date of commissioning**. If any defects develop during the guarantee period, it shall be remedied promptly free of charge by the 'vendor' and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the vendor.

1.12.0 Liquidated damages:

-Vendor shall be liable to pay liquidated damages for the following:

1.13.1 Failure to complete the required supply/job as per PO and handing over to BL within the scheduled period.

In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.

1.14.0 If any damage is caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.

1.15.0 Job site, working days & hours:

- All work required to be carried at BL's site shall be done only during working days between 8:30 am. To 5:30 pm (timing may be relaxed if required). The job site will be provided by BL immediately from date of issue of LOI/PO to the successful vendor for the job.

1.16.0 Offers & Enclosures:

The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However BL shall maintain the confidentiality for the submitted documents.



1.17.0 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.

1.18.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).

1.19.0 **Provisions for Micro, Small Enterprises (MSE):**

Bidder should read **Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under** before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

(i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

The tendered item is not split-table hence price preference to MSE bidder not applicable.

1.20.0 **Payment terms :** 100 % of PO value within 30 days from the date of submission of duly certified bills.

1.21.0 **GST Clause -** The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of the complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment or withholding payment or black listing the vendor.

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

2.1.0 Proper safety precautions and measures to be taken care of on the principle of "Safety comes first" during the entire contract period. The contractor shall be bound to bear any claim or



compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.

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



- 2.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 2.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.
- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.7 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 2.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non-compliance, up to a cumulative limit of three @ 3.0%, 6% and 10 % of Contract against the 1st, 2nd and 3rd noncompliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 noncompliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL.

3.0 Conditions for Online bid submission

3.1 Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the eProcurement market place <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority.

3.2. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt. Ltd., or they can register themselves online by logging in to the website

<https://balmerlawrie.eproc.in>

3.3. Digital Certificate authentication:



The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact the following Help Desk of C1 India Pvt Ltd.

M/s CI India Pvt. Ltd.
C104, Secotr-2, Noida-201301.

Contact Person :

Shri Ritabrata Chakraborty (Kolkata) - 8697910411

Email : ritabrata.chakraborty@c1india.com

Shri Tirtha Das (Kolkata) - 9163254290

Email : tirtha.das@c1india.com

Tuhin Ghosh (Kolkata) - 8981165071

Email : tuhin.ghosh@c1india.com

3.4. Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3.5 Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

3.6 Tender Cancellation

The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reason at any stage of the tender processing as per sole discretion of BL and BL is not liable to provide any reason to the Applicants for the same.

3.7 Provision of GST

The vendor should compulsorily follow all the provision of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right of non-payment / withholding payment / black listing the vendor.



3.8 Arbitration Clause

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

3.9 Risk Purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to execute the jobs within the stipulated lead time as per our terms & conditions mentioned in the Tender, BL shall have the option to get execute the jobs from alternate sources, at the risk and cost of the vendor without further intimation.

3.10 Acceptance of Offer

The vendor should have to agree all the terms and conditions of this tender. Any deviation, non-compliance, will get rejection of the offer of the vendor. They should submit signed & stamped copy of this Tender document in confirmation of acceptance of the Tender terms & conditions



3.11 Liquidation Damages

The vendor shall be liable to pay liquidated damages, if they fail to complete the required job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of the job contract value per week or part thereof subject to a maximum of 5.0%.

3.12 Details to be furnished by the vendor

- i) GSTN No.
- ii) PAN No.



4.0

Price Schedule

SN	Description	Unit	Qty.	Rate	Amount
1	Open out existing G.I sheet and ridge from existing shed also dismantling the both side parapet wall	Sft.	1350		
2	Supplying and fixing of Zinc Aluminum coated colour steel sheet with TCT of minimum 0.45 mm for roof to existing structure necessary screw clamp included	Sft.	1350		
3	Making parapet wall on both side of shed with plaster	Sft.	42		
4	Dismantling the damaged plaster from the wall	Sft.	500		
5	Sand, cement plaster (1:5) with Sika Latex power chemical for water proofing	Sft.	1000		
6	Two coats of snowcem paint on the exterior and interior wall after preparing the base properly.	Sft.	8000		
7	Making 125 mm thick brick wall with cement and mortar (1:4)	Sft.	320		
8	RCC Lintel 125 x 125 mm	Rft.	40		
9	Synthetic Enamel on the steel & wooden surface after primer coat.	Sft.	500		
Quoted Rate					
GST %					
Total					

The selection of L1 bidder will be on the basis of lowest landed cost, in totality, quoted for the above

The above quantities are indicative only, it may vary as per actual requirement. However for calculation of contract value, the tolerance will be considered up to $\pm 20\%$.