

<u>INDEX</u>

S. NO.	PARTICULARS	PAGE NO.	
1	Index	2	
2	Notice Inviting e-Tender	3	
4	Scope of Work	5	
5	General Terms and conditions	6	
6	Declaration accepting terms & conditions by bidder	9	
7	Particulars of the tenderer's organisation	10	
8	Price Bid	11	

NOTICE INVITING E-TENDER

Sealed offers are invited from the reputed or experienced parties and willing to quote for the subject tender

Civil Repairs in Container Storage Yard

as 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 <u>www.balmerlawrie.com</u> Interested parties have to submit an interest free EMD of Rs.*3,000/- (Rupees Three thousand only)* by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at *[Mumbai]*. Parties with Valid **MSMED/ NSIC Certificates is exempted from EMD.** 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/xxx/ Dated xx/xx/2017** "

Civil Repairs in Container Storage Yard

" and shall be dropped in our tender box at the given address within xx/xx/2017 at 10.00 am 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	Civil Repairs in Container Storage Yard	
2	Tender No	BL/CFS/MUM/562	
3	Validity Of Offer	60 days from the date of opening of the price bid	
4	Completion Period	Within 15 days	
5	Tender Fee	Not applicable	
6	EMD	Rs.3000/-	
7	Downloading / Submission of Tender :		
	a. Starts on	12/09/2017 3.30 PM	
	b. Closes on	23/09/2017 5.00 AM	
8	Opening of Tenders	23/09/2017 5.30AM	

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

2. 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.

BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai] e-Tender No: BLC/CFS/MUM 562

- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

1. Special Note

- Bids can only be submitted before the last date and time as per the date and time mentioned in the tender.
- Bidders are advised in their own interest to ensure that bids are submitted by dropping in tender box well before the closing date and time of bid.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. Submission of Tender Documents

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

1. The broad responsibility areas of the Contractor will inter alia be as under:

Picking up and removing existing damaged bituminous surface, loose stone metals, dust etc. and cleaning the surface by scraping to expose sound layer and disposing the rubbish outside the premises or stacking the materials at place as per the instruction of the Engineer-in-Charge

Providing and laying of 80 mm max size road boulder / soling with graded material and binders including transportation, breaking, laying in regular lines and levels, filling in the interstices with stone chips, compacting with mechanical reamers or with manual tamping only where mechanical reamers cannot be used, watered and consolidated as specified and as directed by the Engineer-in-Charge.

Providing and laying Granulated Sub Base (GSB) of Graded Stone material Nol-3 material and binders including transportation, breaking, laying in regular lines and levels, consolidated as specified and as directed by the Engineer-in-Charge.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- (a) EMD of Rs.3,000/- (Rupees Three thousand only). Parties with Valid MSMED/ NSIC Certificates is exempted from EMD
- (b) Bidder should have valid GST Registration number, proof for the same to submitted.

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 calender .

4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 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 is not bound to accept the lowest rate for any tender. 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.
- **4.4** 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 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie

reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

6. Price 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

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

8. Completion Period

The completion period will be 07 **days** from the date of placement of LOI/ Work order or such date as may be mutually agreed.

9. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder shall be converted in security deposit and would be retained till completion period. The EMD of unsuccessful bidder shall be returned after finalization of the contract. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD**

10. Payment Terms

Payment will be released within 7 (seven) days from the date of submission of invoice after due certification by our authorized official / completion of JOB.

11. 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.

12. 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.

Further, the bidder will be Principal Employer of all manpower working in our premises on their behalf. Bidder would held responsible in case of any statuary violation of any statute regulating manpower.

13. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the

BalmerLawrie& Co. Ltd. Container Freight Station, [Mumbai] e-Tender No: BLC/CFS/MUM 562

provisions of Arbitration 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.

14.Liability & Ensuring Safety :

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment ,would be to the account of the contractor

15.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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No_BL/CFS/MUM/562 dated 12/09/2017 and hereby confirm our acceptance of the same.

Place :

Date :

Signature of Tenderer 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	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.	

Ρ	RI	CE	BID	

	Name of work:- Repairs on Container Storage Yard at our Container Freight Station, Mumbai					
SI. No	Description of work	Unit	Qty	Rate	Amount	
1	Picking up and removing existing damaged bituminous surface, loose stone metals, dust etc. and cleaning the surface by scraping to expose sound layer and disposing the rubbish outside the premises or stacking the materials at place as per the instruction of the Engineer-in- Charge	sqm	200			
2	Providing and laying of 80 mm maxsize road boulder / soling with graded material and binders including transportation, breaking, laying in regular lines and levels, filling in the interstices with stone chips, compacting with mechanical reamers or with manual tamping only where mechanical reamers cannot be used, watered and consolidated as specified and as directed by the Engineer-in-Charge.	Cum	20			
3	Providing and laying Granulated Sub Base (GSB) of Graded Stone material Nol-3 material and binders including transportation, breaking, laying in regular lines and levels, consolidated as specified and as directed by the Engineer-in-Charge.	cum	20			
	Sub Total					
	S.G.S.T @ 9 % C.G.S.T.@ 9 % GRAND TOTAL					
	[Rupees					
				only]	