



Balmer Lawrie & Co. Ltd.

(G & L– Kolkata)

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail Jaiswal.r@balmerlawrie.com

Online Tender Enquiry

Tender No. : GLK/TE18/157

Date: 21.08.2018

Due: 03.09.2018 up to 6:00 PM

Sub: Construction of damage Dyke wall

Online offers are invited from the competent and experienced vendors in the field with technical and financial capabilities for the subject job as per following table of contents-

- 1.0.0 General Terms & Conditions:
- 2.0.0 Health, Safety & Environment (HSE) terms & conditions:
- 3.0.0 Scope of work of Vendor:
- 4.00 Price Schedule
- 5.0.0 Conditions for Online bid submission
- 6.0.0 Disclaimer Clause:

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.

Ranjit jaiswal
Executive (Maintenance)

Encl.: As above



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

R. Jaiswal
Executive (Maintenance)
Balmer Lawrie & Co. Ltd.,
P-43, Hide Road Extension, Kolkata-700088,
E-mail- jaiswal.r@balmerlawrie.com
Phone no. 033-24500102

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 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.. Telex/Telegraphic/Fax 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 **3-4 weeks** 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 **Un-price Bid** shall be submitted in **hard copy** in a sealed envelope, superscripting the envelope with tender no., date & due date, covering letter. The technical bid consist of duly filled & signed **‘relevant data sheet** provided in this tender by the bidder, on A4 size paper and other details (if any) on separate paper and EMD/ MSME certificate (if applicable).

1.8.2 **Price bid must to be submitted online. Offline submission of price bid shall lead into rejection of offer.**

Bidders are requested to kindly visit our e-procurement website: <https://balmerlawrie.eproc.in> for the same. They will have to also have to upload the scanned copy un-price bid. In the next section all the pricing part shall be completed online.

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 **technically & commercially qualified vendor**, whose total price of entire job **stands lowest**.



- 1.10.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.11.0 **Payment terms:**
(i) 100 % of PO value within 30 days from the date of successful commissioning
- 1.12.0 **Performance Bank Guarantee (PBG):** - For an amount of 10% of the Supply value of PO shall be submitted as PBG. PBG shall be furnished in specified format and shall be valid for the guarantee period.
- 1.13.0 **Guarantee Period:** - Vendor shall guarantee against any and all defects 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.
- 1.14.0 **After sales service:** - Bidder shall have to specify the contact details of local service person to provide after sales service facility for system at our.
- 1.15.0 **Liquidated damages:** - Vendor shall be liable to pay liquidated damages for the following:
- 1.15.1 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%.
- 1.16.0 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.
- 1.17.0 **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 5:00 pm (timing may be relaxed if required). The job site will be provided by BL after two months from date of issue of LOI/PO to the successful vendor for the job.
- 1.18.0 **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.
- 1.19.0 **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.
- 1.20.0 **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).
- 1.21.0 **Provisions for Micro , Small and Medium Enterprises (MSME) :**
- a) **Qualification Criterion:** MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- b) **Preference for Price Quotation in tenders:** Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply up to maximum 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority.”
- 1.22 **Tolerance:** Tender quantities or total job value may be revised by $\pm 20\%$.



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 following **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 1000mm 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 Welding machines should have valid test certificate in last 6 months time.
- 2.9.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -

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.
- 2.12.8 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.



3.0.0 Scope of work of Vendor:

SL NO	Construction of Dyke wall & allied works	Qty	UOM
1.1	Dismantling of RCC floor and excavation of earth up to 300 mm depth and debris should be removed outside the factory premises.	4.0	m ³
1.2	Dismantling of PCC floor and excavation of earth up to 300 mm depth and debris should be removed outside the factory premises.	4.0	m ³
1.3	Dismantling of existing damage dyke wall, serviceable brick should be stacked and debris should be removed as per instruction of site in charge	4.0	m ³
1.4	Construction of 250 mm thick brick wall with 1st class bricks with cement mortar [1:5] along with stairs as required.	26.0	m ³
1.5	Applying average 15 mm thick plastering with cement and sand [1:5] including required curing complete.	200.0	m ²
1.6	Fixing of free issued drain pipe with valve in dyke wall	4.0	Nos.
1.7	Providing and painting of 2 coats of cement paint and 2 coats of synthetic enamel paint on dyke wall	200.0	m ²



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4.0 Price Schedule: (for tender purpose) price must be quoted online only.

SL NO	Construction of Dyke wall & allied works	Qty	UOM	Unit Rate	Amount
1.1	Dismantling of RCC floor and excavation of earth up to 300 mm depth and debris should be removed outside the factory premises.	4.0	m ³		
1.2	Dismantling of PCC floor and excavation of earth up to 300 mm depth and debris should be removed outside the factory premises.	4.0	m ³		
1.3	Dismantling of existing damage dyke wall, serviceable brick should be stacked and debris should be removed as per instruction of site in charge	4.0	m ³		
1.4	Construction of 250 mm thick brick wall with 1st class bricks with cement mortar [1:5] along with stairs as required.	26.0	m ³		
1.5	Applying average 15 mm thick plastering with cement and sand [1:5] including required curing complete.	200.0	m ²		
1.6	Fixing of free issued drain pipe with valve in dyke wall	4.0	Nos.		
1.7	Providing and painting of 2 coats of cement paint and 2 coats of synthetic enamel paint on dyke wall	200.0	m ²		
1.8	Sub total				
1.9	Add GST [SAC code.....]				
1.10	Total				

Note: Qty or total job value may be revised by $\pm 20\%$.



5.0 Conditions for Online bid submission

5.1 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. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. However, **bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date.** The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

5.2. 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.govtprocurement.com>

5.3. 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 Help Desk of C1 India Pvt Ltd.

5.4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the hard copies/documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, may be leading to cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

5.5. 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.

5.6. 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.

6. Disclaimer Clause:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.