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#### **NOTICE INVITING TENDER**

M/s. BALMER LAWRIE & CO.LTD., invites sealed offers from reputed & experienced vendors for carrying out Civil concrete work of empty yard ramp at our Container Freight Station, Manali, Chennai 68.

The Single bid tender document may be downloaded from our website www.balmerlawrie.com or obtained from our office at the address given above during the normal office hours.

Only those venders who are registered with our Company would be considered for issuance of tender form directly/ acceptance of the tender. The parties who are not registered with us, are requested to get the registration done by collecting requisite vendor registration form from our office prior to submission of tender. Once the registration process is completed, the said vendor would be able to submit their bid.

Tender in a sealed envelope super scribing TENDER NO. BLC/CFS/Empty Yard Ramp/36 Dt. 26.12.2018 "Tender for Civil concrete work of empty yard ramp" shall be dropped in our tender box or to be sent by courier/ Speed Post to the given address before 16.00 hrs of 07.01.2019 with covering envelope addressed to:

THE CHIEF MANAGER BALMER LAWRIE & CO.LTD CONTAINER FREIGHT STATION MANALI, CHENNAI 600 068

| S.No | Description  | Details                                |  |  |  |
|------|--|--|--|--|--|
|      |  | Civil concrete work of empty yard ramp |  |  |  |
| 1    | Name of Work   |  |  |  |  |
| 2    | Tender No  | BLC/CFS/Empty Yard Ramp/36             |  |  |  |
| 3    | Validity Of Offer 30 days from the date of opening t |  |  |  |  |
| 4    | EMD  | Rs. 3000                               |  |  |  |
| 5    | Completion Period 2 weeks from the date of plac      |  |  |  |  |
| 6    | Submission of Tender :                               |  |  |  |  |
|      | a. Starts on   | 26.12.2018                             |  |  |  |
|      | b. Closes on   | 07.01.2019 at 16.00 Hrs                |  |  |  |
| 7    | Opening of Tenders                                   | 07.01.2019                             |  |  |  |

#### 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 and the hard copies of same should be submitted in a sealed envelope if submitted in physical form.

- 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
- Charted accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years

### 2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, towards ascertaining their qualification.
- b. 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.
- 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 Black Listed, EMD could be forfeited, work could be cancelled, and 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.

### SPECIAL INSTRUCTIONS TO THE BIDDER

#### **Special Note**

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender document. Resubmission (if required) of bid should be completed within the stipulated date and time.
- Bidders are advised in their own interest to ensure that bids to be submitted well before the closing date and time of bid.
- Balmer Lawrie does not take any responsibility in case bidder fails to submit 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 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 BL website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

#### 1. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the terms and conditions mentioned in the tender document 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 needs to be submitted. 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 produced on for verification by Balmer Lawrie.

#### 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 covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from vendor's scope.

The successful tenderer shall have to undertake the following work:

#### **Detailed Scope of work:**

Construction of ramp at empty container Yard Dressing, Cleaning and earth rammer work. Providing, bending, binding and laying in position ribbed tor steel reinforcement Providing mixing placing & curing M30 grade concrete using 20 mm, as detailed in Rate schedule given in Page No. 10 of the tender.

Quantity Variation : The quantities of various items mentioned in the rate schedule are approximate and may vary up to +/- 10% within the overall work order value without altering the l1 position of the tender.

The Successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), and other applicable labour enactments as amended from time to time, in respect of personnel deployed by contractor in Company's premises. There is no privity of contract between the workmen of the contractor and BL. Issues whatsoever should be settled by the contractor with the workmen deployed by him. No claims from the workmen of the contractor will be entertained by the company.

The successful bidder shall submit a detailed list of the personnel deployed by them in the Company's premises, which shall include the name, address, date of birth and identity proof of the personnel only then they would be permitted entry into the Company's premises after verifying the same and issuance of entry passes.

The successful bidder shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by them in the company's premises and shall keep the company indemnified thereof.

### **GENERAL TERMS AND CONDITIONS**

#### 1. Qualification

1) Payment of EMD Rs. 3000/- (EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate)

2) Experience of having successfully completed similar civil works during last 5 years ending 31<sup>st</sup> March 2018 should be either of the following:

a) Three similar completed civil works costing not less than Rs. 75,000 or

b) Two similar completed civil works costing not less than Rs. 1,50,000

or

c) One similar completed civil work costing not less than Rs. 2,00,000

3) Should have minimum average turnover of Rs.1,20,000/- per year during the last 3 years ending March 18.(Proof to be attached).

4) The Bidder must have GST registration (Proof to be attached)

5) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)

#### 2. Submission Of Bids

The Single Bid tender documents may be downloaded from our website <u>www.balmerlawrie.com</u> or obtained from our office at the address given above during the normal office hours. The rates are to be filled only as per given format.

### 3. Tender Opening

Bid will be opened as per due date mentioned in the Tender.

### 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 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.

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 whichever is earlier. 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 quoted rates shall be valid for a period of minimum 30 days from the date of opening the price Bid.

### 7. 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).

### 8. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the above work at various elevated structures, roof levels like providing proper scaffolding, safety ropes and safety helmets, safety shoes etc. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

#### 9. Completion Period

The entire work shall be supplied within 2 weeks from the date of placement of order.

#### 8. Payment Terms

95% of the bill value will be payable on completion of work. Balance 5% of the payment will be withheld as "Retention Money" towards performance of the work and will be released after six months from the date of completion of the work certified by the in-charge.

#### 9. Contact Person

For any clarification / Queries you may please contact Gaurab Dutta, Asst. Manager (Commercial) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643.

#### **10.** 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.

#### 11. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and 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 and 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.

#### 12. Liability & Ensuring Safety

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor. It is mandatory that the operators should have valid Driving License while operating the FLT inside the CFS.

The Contractor has to be followed company's HSE guideline while carrying out the work.

a) Permit to be obtained from concern officer in charge, while work at height.

b) Hot work permit to be obtained from concern officer in charge before starting the work.

c) Proper PPE usage has to be ensured

#### 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 while transporting & delivering the containers from his plot to BL CFS. 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.

### 14. Power & Water

The contractor need to arrange for the water required to complete the work. Power will be provided by BL.

### DE C L A R A T I O N

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BLC/CFS/Empty Yard Ramp/36 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

ANNEXURE – A

# PARTICULARS OF THE TENDERER'S ORGANISATION

| S.<br>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<br>Co., or Public Limited Co. /LPP                 |                   |
| 6        | Registration No. (Under companies Act )   |                   |
| 7        | Whether copy of Incorporation /Registration<br>certificate<br>from ROC(Registrar of company) uploaded |                   |
| 8        | Income Tax PAN no.  |                   |
| 9        | Whether copy of PAN enclosed / uploaded   |                   |
| 10       | Whether copy of latest Income Tax Return uploaded   |                   |
| 11       | Service Tax Registration. No.   |                   |
| 12       | Whether copy of Service Tax Registration certificate<br>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   |                   |
| L        |   |                   |

## Price Bid

### Sub: Tender for Civil concrete work of empty yard ramp

| SI<br>No. | Description  | Unit        | Qty | Rate      | Amount |
|-----------|--|-------------|-----|-----------|--------|
| 1         | Dressing, Cleaning & earth rammer work   | Lump<br>Sum | 1   |           |        |
| 2         | Providing, bending, binding and laying in<br>position ribbed tor steel reinforcement<br>including removal of scales, dust, grease<br>complete.<br>(Steel make - Tisco / Sail / Rashtriya Ispat<br>Nigam Ltd / VSP/VIZAG) | Kg          | 450 |           |        |
| 3         | Providing mixing, placing, vibrating and<br>curing, M 30 grade concrete for road<br>work, using 20 mm maximum size of<br>aggregate including all formwork,<br>supports, stays etc specified and as<br>directed           | Cum         | 18  |           |        |
|           |  |             |     | Sub Total |        |
|           |  |             |     | CGST      |        |
|           |  |             |     | SGST      |        |
|           |  |             |     | Total     |        |

Place:

Date:

Name & Address

**Telephone No**