



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

*[P-3/1, Transport Depot Road Extension, Kolkata-700088.*

*Phone No 24506811 /24506816, Fax No. 24498355*

*E-mail: sett.a@balmerlawrie.com*

**CIN - L15492WB1924GOI004835**

**e- TENDER NO: BL/CFS/KOL/MS Structural & Allied Works/19-20**

**TECHNICAL / COMMERCIAL BID**

**Tender Document**

**TENDER FOR MS STRUCTURAL WORK FOR RE-MODELLING OF  
OFFICE SET-UP AT CFS,KOLKATA- 700 088**

**DUE DATE FOR SUBMISSION**

**13.05.2019 BY 6.00 P.M.**

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**NOTICE INVITING E-TENDER**

On line bids in Two Bid System are invited from the registered Civil Job Vendors of Balmer Lawrie , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for **MS STRUCTURAL WORK FOR RE-MODELLING OF OFFICE SET-UP AT CFS,KOLKATA- 700 088**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidders’ credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b>MS STRUCTURAL WORK FOR RE-MODELLING OF OFFICE SET-UP AT CFS,KOLKATA- 700 088</b>
2	Tender No	<b>e- TENDER NO: BL/CFS/KOL/MS Structural &amp; Allied Works /19-20.</b>
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Completion Period	<b>4 months.</b>
5	EMD	<b>Rs.15,000.00</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>02.05.2019</b>
	b. Closes on	<b>13.05. 2019 at 6.00PM</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

**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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. 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
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last two years
- f. Certificate from bankers about financial soundness.

**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, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- 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.

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- 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 Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. BalmerLawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

**SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.15,000/- (*Rupees Fifteen Thousand only*) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors Certificate of MSME(Micro & Small only)/ NSIC must be submitted in hard copy for considering their exemption from EMD. **MSME(Micro & Small only)/ NSIC vendor are required to 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 MSME's order 2012.** The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

BalmerLawrie& Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

**1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

**1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

**HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST**

(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))

**OFF HOURS & HOLIDAY SUPPORT**

Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.

**Please email your issues before your call helpdesk. This will help us serving you better.**

**Contact Nos. and email IDs for Balmer Lawrie helpdesk officers**

	<b>Balmer Lawrie &amp; Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001</b>		
	<b>Balmer Lawrie e-Tendering Support Staff:</b>		
<b><u>Nodal officer [For Escalation]:</u></b>	<b>Name</b>	<b>E-mails</b>	<b>Phone Numbers</b>
<b>C1 India</b>  Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- <a href="mailto:ritabrata[at]chakraborty[at]c1india[dot]com">ritabrata[at]chakraborty[at]c1india[dot]com</a>	1. Mr. Tuhin Ghosh	<a href="mailto:tuhin[dot]ghosh[at]c1india[dot]com">tuhin[dot]ghosh[at]c1india[dot]com</a>	+91-8981165071
	2. Mr. Tirtha Das	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
	3. Mr. Ravi Gaiwal	<a href="mailto:ravi[dot]gaiwal[at]c1india[dot]com">ravi[dot]gaiwal[at]c1india[dot]com</a>	+91-022-66865633
	4. Mr. Ujjal Mitra	<a href="mailto:ujjal[dot]mitra[at]c1india[dot]com">ujjal[dot]mitra[at]c1india[dot]com</a>	+91-8986678058

close

## 1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement 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.

## 2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.

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- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-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 the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions 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 on his own in their offers will not be binding on BalmerLawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. 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 scanned and uploaded and produced later on for verification by BalmerLawrie.

**Scope of Work**

The tender is meant for MS Structural Works & Allied civil jobs for re-modelling of office set-up and creation of additional office space behind existing Office area at Administrative Building at CFS, Kolkata-70008, as per steps of works/ jobs as briefed in BOQ. All job needs to be undertaken complying the BOQ specifications, Technical Specifications and General Terms & Conditions mentioned in the NIT/Tender Document and drawing attached herewith and as may be issued from time to time.

The Scope of work of this tender consists of providing material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc. for the above mentioned subject works at our Container Freight Station, P-3/1, Transport Depot Road , Kolkata-700088 and complying Safety Clause, Priced schedule etc. as mentioned elsewhere in this tender.

## **TECHNICAL SPECIFICATIONS**

1. All work must be done in compliance with respective IS code of practice.
2. Material Specifications  
All materials to be used at site should be shown and get approved prior to use by Engineer-In-Charge.
3. Structural steel members to be used shall be of SAIL/TISCO/VSP/JINDAL or approved code and quality.
4. Sand to be used for PCC/RCC work etc. should be coarse brown sand.
5. All reinforcement steel shall be ISI approved Ribbed -Tor steel only.
6. Cement to be used for the work shall be PPC grade conforming to IS: 1489 for PCC as well as RCC and should be of ACC/GRASIM/LAFARGE/ULTRA-TECH make only.
7. After dismantling, Bidder should handover all left-over structural steel fittings and scrap to Balmer Lawrie and nominated place within CFS.
8. For all fasteners points and joints, best quality and technologically advanced Sealant to be used to make the joints and punched areas water proof i.e to avoid any water seepage.

## **SAFETY CLAUSE**

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

### **List of safety violations and penalty clause for the same**

- B. The list of safety violations have been classified in the following categories :

Category	Details of Violation
Minor	Annexure-1
Subsequent-Minor	Annexure-1
Major	Annexure-2
Subsequent-Major	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

- C. The penal actions for different types of violations will be as under :

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-



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Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower.  ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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**MODE OF DEDUCTION OF PENALTY**

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1<sup>st</sup> violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

**CASE - I**

**MINOR VIOLATIONS**

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydracmac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;

18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding )violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

### **CASE – 2**

#### **MAJOR VIOLATIONS**

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition



**GENERAL TERMS AND CONDITIONS**

**01. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of Interest Free EMD of Rs 15,000/-. In case of MSMED(Micro & Small category only) /NSIC vendors , a photocopy of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) The Bidder should have at least 7 years' experience of doing similar work / civil work.
- c) The Bidder should have successfully executed similar works / related civil works of cost not less than any of the following values during past Seven years ending 31st March, 2019 :-
  - i. 3 jobs each of value not less than 10.0 lakhs
  - ii. 2 jobs each of value not less than 15.0 lakhs
  - iii. 1 job of value not less than 20.0 lakhs
- d) Should have minimum Average Financial Turnover of Rs. 10.0L per year during the last 3 financial years ending with March 2018(Proof to be attached).
- e) The Bidder must have GST, ESI and PF registration (Proof & last challan to be attached)
- f) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

**02. Submission Of Online Bids**

The bids should be submitted in 2[two] separate parts titled as

[A] Technical / Commercial Bid [Unpriced]  
and

[B] Price Bid

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

**03. Tender Opening**

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, price bid will be opened.

**04. 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 based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

4.4 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.

4.5 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 will be rejected.

4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

## **05. 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 and proceed to finalise the tender.

## **06. 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 kept valid **for acceptance** for a period of minimum 120 days from the date of opening the price Bid.

## **07. SITE VISIT.**

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The Tenderer, at the Tenderer's own cost/responsibility is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for execution of the work.

**08. 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).

**9.0 Power & Water**

Power for general lighting required for the work shall be provided by the company. Also water as may required in the process of executing the job shall be provided by Balmer Lawrie free of charge.

**10. Completion Period**

The entire work shall be completed within four months (4) from the date of awarding the job and handing over the site. Time is the essence of the contract.

**11. Payment Terms**

- 11.1 On Account payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor after completion of each phase of work accompanied with the Measurement Books signed jointly within 10days from the certification given by Engineer-In-charge.
- 11.2 No Running Bill(s) shall be made and / or certified for a value of less than Rs.10,00,000/- (Rupees Ten Lakhs) only. RA bill can be raised upto 1 no.
- 11.3 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- 11.4 95% of the of bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 11.5 Balance 5% of the payment of gross amounts billed will be withheld as "Retention Money" and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for Defect liability and performance maintenance period, which shall be **valid for** six months (6) from the date of issue of completion certificate by the Engineer-In-Charge.

**12.Security Deposit**

A non-interest bearing Security Deposit of [ 50,000/-] by way of Bank Draft or Bank Guarantee will be required to be deposited with the Company by the successful bidder within 15 days of getting work order from the Company. In addition, EMD deposited by successful bidder will be retained as Security Deposit which will be refunded after successful completion of job after 1 year.

### **13. Liquidated Damage**

(i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the NIT, He may request the owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay / breach.

(ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

### **14. Performance Guarantee & Warranty**

The Contractor will repair and/or replace all defective works, parts, components / fittings, accessories etc. which are notified to him in writing within the Defect Liability Period. Such defective parts, components, fittings, accessories etc. should be promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or rejected.

### **15. ESI/PF/Other Statutory obligations**

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/**she** has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

## **16. 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 any other firm at the 'Risk & Cost' of the contractor.

## **17. 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 that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. 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, 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. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

## **18. Termination**

### **19.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

### **19.2 Termination on account of force majeure**

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause 18.

### **19.3 Termination on account of insolvency**

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

### **19.4 Termination for unsatisfactory performance**

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.

**19.5 Consequences of termination**

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

**19. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

**20. 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e- TENDER NO: BL/CFS/KOL/MS Structural & Allied Works /19-20 , 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**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./ LPP	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSMED act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	
<b>16</b>	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

**PRICE PART : BOQ**

**MS STRUCTURAL & ALLIED WORKS FOR RE-MODELLING OF OFFICE SET-UP**

<b>SL. NO.</b>	<b>DESCRIPTION OF WORK</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>RATE (Rs.)</b>	<b>AMOUNT (Rs.)</b>
1	Dismantling of existing floor as required for Foundation for construction of structural G + 1 storied office etc. removal of debris from the site as directed	CU.M	17.00		
2	Dismantling of RCC beam/column at approx. 6.0 m height including removing the debris to the location as advised by company.	CU.M	10.00		
3	Dismantling of existing ISMB and other Structures including hoist cranes, its monorail etc. and removing and stacking the items within CFS as per direction of Officer-In-Charge and removal of debris from the site as directed	LS	1	LS	
4	Earth work in excavation in all types soil except soft/hard rock for a depth of 1.5 m from ext. ground level including cutting and dressing of sides of pits and ramming/ levelling of the bottom of pit including shoring, strutting dewatering and disposal of excavated earth as directed all complete.	CU.M.	35.00		
5	Back filling in the excavated pit after completion of foundation work with excavated earth laying at all depth in layers of not exceeding 20 cm. Watering ramming to proper compaction etc. complete.	CU.M.	20.00		
6	Supplying, filling & compacting silver sand in foundation and plinth areas as required and directed by Engineer in charge	CU.M.	70.00		
7	Providing and laying of single layer brick flat soling with 1 st class picked jhamma bricks filling the joints with local sand with proper ramming and dressing before laying etc. complete.	SQ.M.	175.00		
8	Providing and laying plain cement concrete of nominal mix 1:3:6 by volm. with 25 mm and down size graded crushed stone aggregates including cost of materials, labour, consumables etc. including compaction, curing, shuttering finishing the top as specified complete in all respect.	CU.M.	2.00		

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Kolkata]**  
**e- TENDER NO: BL/CFS/KOL/MS Structural & Allied Works /19-20**

SL.NO.	DESCRIPTION OF WORK	UNIT	QTY.	RATE (Rs.)	AMOUNT (Rs.)
9	Providing, mixing, compacting laying in position and curing ordinary lean concrete above the brick soling work for raised floor area necessary formwork complete as per specifications, slope and camber av. th. 100 as directed by Engineer in charge. (Mix 1:2:4 using 20 mm & down stone aggregates.)	CU.M.	15		
10	Providing and laying reinforced cement concrete at all levels of M25 grade or nominal mix 1:1:2 by volume using 20 mm and down size graded crushed stone aggregates for foundation/ pedestal etc. including compaction, curing etc. and including cost of all materials but excluding shuttering and reinforcement.	CU.M.	15		
11	Providing fixing formwork including centering , shuttering, propping for foundation work including all materials, labours, consumables etc. at all height. complete in all respect.	SQ.M.	85.00		
12	Supply, cutting, bending and placing in position of High strength deformed steel bars conforming to IS-1786, grade Fe-500 for R.C.C. work including binding with 16 SWG black soft annealed wire at every intersection including laps and hooks etc.	MT.	0.75		
13	Grouting of foundation bolts for column with premix free flow Non-shrink Grout Fosroc/Sika/Dr.Fixit or equivalent as directed and specified	EACH	108.00		
14	Supply, fabrication, erection and fixing of structural frame with Chequered flooring with columns/beams/supports etc. using ISMB/ ISMC/ISA steel stanchions with necessary base plate, anchor bolt and steel chequered plate as per detail fabrication drawing to be supplied by the contractor with necessary arrangements to support wooden floor Cost to include providing and applying 2 coats synthetic enamel paint over 1coat of red lead primer to all steel structural members etc. as directed by Engineer in charge.	MT.	22.00		
15	<b>MS CHEQUERED PL. FLOOR</b> : Supplying and providing/ fixing of 6 mm thk. MS chequered plate of approved make over MS structural frame work for flooring including all consumables like tools, plants, electrodes etc. at all heights and as per direction of E.I.C.	SQ.M.	150.00		
				TOTAL:-	