



**BALMER LAWRIE & CO. LTD.**  
**CONTAINER FREIGHT STATION**  
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**CIN - L15492WB1924GOI004835**

**Public e- TENDER NO: BL-CFS-KOL/YARD REPAIR/02/19-20**

**TECHNICAL / COMMERCIAL BID**

**Tender Document**

**TENDER FOR BITUMINOUS REPAIR WORKS AT CFS,  
KOLKATA- 700 088**

**Start Date and Time : 28/11/2019 10:30 hrs**  
**Due Date and Time : 20/12/2019 17:00 hrs**

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**CHECK LIST FOR SUBMISSION OF TENDER  
(TO BE SUBMITTED WITH UN-PRICED PART)**

Tenderers are requested to fill up this Check List and attach supporting documentary evidence.

SL No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Earnest Money Deposit	
2	90 days validity of the offer confirmation	
3	Audited Annual Reports (for past three years)	
4	Copy of Purchase Order and Completion Certificates/commissioning report for similar works as per Pre-qualification Criteria	
5	Authorization Letter from OEM for dealers	<u>N.A.</u>
6	Power of Attorney of the Signatory	
7	PAN	
8	Provident Fund Registration	
9	GSTIN Registration	
10	Valid MSE Registration certificate as per NIT	
11	In case of SC/ST or woman entrepreneur, please provide details as per tender	
12	<b>Price Schedule</b> in Un-priced Bid duly blanked out and signed	
13	<b>Tender Document</b> (along with addendum if any) duly signed and stamped on all pages	
14	<b>Price quoted</b> strictly as per Tender price schedule	
15	<b>Payment Terms</b> in compliance to tender requirement	
16	<b>Delivery Period</b> in compliance to tender requirement	
17	<b>LD clause</b> in compliance to tender requirement	
18	<b>Defect Liability Period</b> in compliance to tender requirement	
19	All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document	

**NOTICE INVITING E-TENDER**

**Part I- Unpriced Bid**

On line bids in Two Bid System are invited from the reputed and experienced Vendors , who fulfill the eligibility criteria mentioned in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for **BITUMINOUS REPAIR WORKS AT CFS.**

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	TENDER FOR BITUMINOUS REPAIR WORKS AT CFS
2	Tender No	eTender No.:BL- CFS-KOL/YARD REPAIR/02/19-20
3	Validity Of Offer	120 days from the due date of the tender
4	Completion Period	<b>Three months in 2-3 phases. Every phase to be completed in 3 weeks from the start of phase as informed by Enginner -in-charge (EIC)</b>
5	EMD	<b>Rs.20,000.00(Rupees Twenty Thousand only)</b>
	Downloading / Submission of Tender :	
7	a. Starts on	<b>28.11.2019 10:30 hrs</b>
8	b. Closes on	<b>20.12.2019 17:00 hrs</b>
	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

- 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
- Chartered 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**

- 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.
- 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 , 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 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.20,000/- (***Rupees Twenty Thousand only***)] online through our e-procurement website In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail**

Balmer Lawrie & 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.

HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		

## 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.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie 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.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

### **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 Balmer Lawrie.
- 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 Balmer Lawrie.

### **Scope of Work**

The tender is meant for repair maintenance of damaged Bituminized and Concrete yard through various 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.

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, as described in technical specifications, general terms and conditions and Price schedule and as mentioned elsewhere in this tender.

## TECHNICAL SPECIFICATIONS

### GENERAL

1. Schedule of Quantities also termed Bill of Quantities for individual items of work were drawn up in line with the relevant specification of CPWD, IS Codes, MOST, etc. There should normally be no need for drafting any Specifications for Materials, Workmanship, and Method of Measurement etc. CPWD Specifications for Civil Works 1996 Volumes I to VI and Revised CPWD Specifications for Cement Mortar, Cement Concrete and RCC Works 2002 cover in detail the specifications for Materials, Workmanship, Method of measurement etc. Hence reference may be drawn to the relevant CPWD Specifications. In rare cases where it is felt that CPWD Specifications concerned do not cover the full scope of work under any item, reference may be given to IS or any other relevant Specifications. Depending on the nature of work reference may be given to CPWD specifications, IS Specifications, MOST (Ministry of Surface Transport) Specifications or any other specification. There is also a possibility that some distinctive part of the work may have to be carried out as per one specification and another part based on a different specification.

In case of doubt, the Engineer in Charge's Directives may be sought.

2. All Bituminous work like BM, Asphalt Concrete, Carpet, Seal coat as applicable as per schedule except for Mastic Asphalt shall be done only by using VG-30 grade bitumen.





## **GENERAL TERMS AND CONDITIONS**

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

- a) Interest Free EMD of Rs. Rs 20,000/- (twenty thousand) To be submitted online ( Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.
- b) The tenderer/bidder should have successfully involved in repairing of bituminous yard repairing work, road laying or pavement laying work following minimum values during past seven (7) years ending last day of month previous to the one in which tenders are invited:- .
- a) **3 jobs** each of value not less than **Rs 15 Lakhs** or
  - b) **2 jobs** each of value not less than **Rs 18 Lakhs** or
  - c) **1 job** of value not less than **Rs 30 Lakhs**

**Other than bituminous road laying work no other work will be considered as similar work**

Copy of work orders and completion certificates from reputed clients in India and abroad should be enclosed as supportive documents. Order copy issued by the principal company who has given the work shall also be furnished if the completion certificate is issued by the consultant on behalf of the principal company. The completion certificate should include following

Details :-

1. Work order reference along with completion certificate as main or sub-contractor clearly specifying the job.
2. Total amount of work in ₹ completed against work order.
3. Date of completion/ Duration.
4. Name of agency executed.

Such works shall be carried out by the party directly in their name. Sub-Contracting from main contractors shall cause dis-qualification

The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be considered while evaluating the individual work order value.

5. TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

6. Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service

tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

- c) Should have minimum Average Financial Turnover of ₹ 50.00 Lakhs per year during the last 3 financial years ending with March 2019(Proof to be attached). preferably in related business. The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account for last 3 years. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same
- d) The Bidder must have GST, ESI and PF registration (Proof & last challan to be attached)
- e) 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 a) Bidders will be selected through evaluation of their Unpriced Bids based on fulfillment of pre-qualification criteria i.e. submission of all required PQ documents & other required documents, EMD/MSME Certificate as per the instructions contained in the tender document. Price Bids will be opened only for the bidders whose Unpriced Bids (Part-I) are found to be

acceptable. The tenderer shall fill the rates & amounts both in words and figures in the online price bid only. The amount against each item is also to be filled in. In case of any discrepancy, the amount quoted in words shall be taken as correct. L1 Bidder will be determined based on total basic amount for the job. 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.

**b) RATES AND OTHER ENTRIES**

- (a) The tenderer should quote for all items in the Schedule of Rates/Price bid. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

4.4 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 L1 Tenderer only. 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 due date of the tender**

**07. SITE VISIT.**

**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 issue letter of intent on the successful bidder(s). Work order will be given on submitting the security deposit and work has to be commenced within 7 days of receipt of work order in consultation with the Engineer-in-charge

#### 09. Power

Power for general lighting required for the work shall be provided by the company.

#### 10. Completion Period

Time is the essence of the contract. The Job shall be completed within 3 **(three) months** from the date of Letter of Intent (LOI)/ Purchase Order (PO) whichever is earlier. **The work will commence in phases and it cannot hamper ongoing operations work.** The site shall be handed over in 2-3 phases. Execution for each phase shall be completed by the vendor within 3 weeks from the start of the phase as informed by Engineer-in-charge (EIC). No work is to be carried out during rain and adequate measures to be taken if there is rain and before commencing work after rain.

#### 11. Payment Terms

- i) **90% of the basic order** value along with full taxes shall be paid after completion of work and submission of bill/invoice along with relevant measurement and joint inspection certificates .
- ii) **10% of the basic order** value shall be paid against submission of PBG (Performance Bank Guarantee) of equivalent amount valid for the entire defect liability period from the date of issue of completion certificate. PBG shall be submitted before issuance of completion certificate.
- iii) No mobilization advance will be paid and no advance payment will be done.

#### 12. Security Deposit

- (i) On acceptance of the Bid, Contractor shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
  - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed.
- (ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work, final bill payment & after submission of Performance Bank Guarantee covering the defect liability period .
- (iii) No interest shall be payable against Security Deposit.
- (iv) Wherever the Security Deposit / Retention Money is furnished by Contractor in any form other than cash or Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by BL by extending the validity thereof if required, by removing

the restrictions thereon within one month before the enforceability thereof by BL is likely to expire and keep them enforceable, until released by BL after the Defect Liability Period.

- (v) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vi) Notwithstanding anything to contrary, in as much as the Security Deposit is to be in cash with BL, BL shall be entitled to enforce any of the approved forms of Security Deposit furnished by Contractor at any time and realise cash thereof irrespective of whether or not Contractor disputes such right. However, if Contractor obtains the extension of the time limit, if any, for the enforceability of such form of Security Deposit and intimates BL of such extension within one month before expiry, BL may not enforce such form of Security Deposit, unless it has otherwise become enforceable.
- (viii) On due and satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects, carrying out the obligations of Contractor during the work and issue of completion certificate Security Deposit will be returned on submission of Performance Bank Guarantee(PBG) for 10% of retention money from the basic cost of contract based on executed value for the defect liability period. Retention Money shall be released by BL subject to recoveries, deductions and retentions therefrom as provided under the Contract after the defect liability period

### **13. Liquidated Damages (LD)**

- (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**

- (i) Performance Guarantee:
  - a) The contractor shall guarantee that the workmanship of work done is as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.

- b) The contractor shall also guarantee that the work done shall be as per prevailing relevant standard, codes and statutory practices / stipulations.
  - c) The contractor shall guarantee the work done d by him against defective materials, poor workmanship, , operation inadequacies & problems and failure from normal usage, for a period of 12 (twelve) calendar months after final acceptance of the work by the BL and issue of completion certificate
- (ii) Warranty:  
The Contractor will rework the defects found which shall be notified to him in writing within the Defect Liability Period provided that such defective work are promptly rectified and reworked by him free of cost.

### **15. Purchase preference policy for MSE Vendors**

(i) If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to execute a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

**(ii) This is a no split tender**

### **16. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

### **17. 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.

**18. Third Party Liability Insurance:** The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property.

**Site handover would not be done unless Insurance documents are handed over to Executing Authority,**

## **19. 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.

## **20. 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.

## **21. Termination**

### **18.1 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.

### **18.2 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 18.3 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.

#### 18.4 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.

#### 18.5 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.

### 22. Force Majeure Conditions:

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-In-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the delivery period. On decision of BL/BL arrived at after consultation with the Vendor, shall be final and binding. Such a determined period of time be extended by the BL to enable the Vendor to deliver the items within such extended period of time.

If Vendor is prevented or delayed from the performing any of its obligations under this agreement by Force Majeure, then Vendor shall notify BL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the event.

### 23. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the 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. The award shall be a speaking award stating reason therefor and is final & 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.

### 24. EXTRA ITEMS OF WORK

During the course of execution of the work, should the contractor come across items of work which are not covered under the Schedule of Rate or not included therein, the Contractor shall draw the attention of the Engineer-in-Charge to the same and such items of work shall be treated as extra only with the prior approval of Engineer-in-Charge in writing. Contractor shall



submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analysed as follows:

Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc.

**25. INSPECTION & TESTING**

All work will be subject to inspection by BL/authorized representatives of BL as per the relevant codes, standards and specification. All arrangement & costs, if any, for conduction tests during inspection at vendor's works will be deemed to be included in the quoted prices.

It shall be the option of BL/ authorized representative to allow the Vendor to redo the work or to cancel the Order for the goods rejected. All costs for carrying out inspection including that required for making arrangements for the same shall be borne by the contractor.

**26. COMPLETION CERTIFICATE**

- (i) When Contractor fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. Contractor may apply for separate Completion Certificate in respect of each such portion of Work by submitting the completion Documents along with such application for Completion Certificate.

The Engineer-in-Charge shall normally issue to Contractor the Completion Certificate within one(1) month after receiving an application therefore from Contractor after verifying from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the technical specifications and BOQ, and the Contract Document and rectification of defects if any.

Contractor, after obtaining the Completion Certificate, is eligible to present the Final Bill for Work executed by him under the terms of Contract.

- (ii) Within one (1) month of completion of work in all respects, Contractor shall be furnished with a certificate by the Engineer-in-Charge, of such completion, but no certificate shall be given nor shall work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off Site completely nor until work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. Work will not be considered as complete and taken over by BL, until all the temporary works, constructed, are removed and the worksite cleaned to the satisfaction of the Engineer-in-Charge.

If Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of Work, Engineer-in-Charge may at the expenses of Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and Contractor shall forthwith

pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

(iii) For the purpose of clause, the following Documents will be deemed to form the completion Documents:

- (a) Joint Inspection Report
- (b) Completion proof for any job that has to be re-done or re-worked due to poor workmanship/substandard quality of work
- (c) Removal of all equipments and debris or any other material from the site of work

Contractor should also submit the necessary documents before bringing in or taking out their own materials/equipment from the site. No material/equipment can be taken out from site without prior approval of Engineer-in-Charge.

## **27. FINAL CERTIFICATE**

Upon expire of the period of defect liability and subject to the Engineer-in-Charge being satisfied that work have been duly maintained by Contractor, during such period as herein before mentioned and that Contract has in all respect duly made up any subsidence and performed all his obligations under Contract, the Engineer-in-Charge shall (without prejudice to the rights of Balmer Lawrie to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and Contractor shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon Work and taking possession, working or using of the same or any part thereof by Balmer Lawrie Contractor shall provide Balmer Lawrie with a certified satisfactory to both that all privileges, liens, claims, obligations and liabilities against or chargeable to the Owner have been fully paid, satisfied and released and that Contractor has no claim(s) against Balmer Lawrie.

## **28. HSE 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 violation	Annexure-1
Subsequent-Minor violation	Annexure-1
Major violation	Annexure-2
Subsequent-Major violation	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/-
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

**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 to the 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

**ANNEXURE - 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/hydramac/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; ;

**ANNEXURE – 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

### **DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL- CFS-KOL/YARD REPAIR/02/19-20 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**Attachment-1**  
**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./ LPP	
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.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

**Attachment \_II**

***DETAILS OF EXPERIENCE***

Tenderer shall give information of similar supply carried out during past seven (7) years strictly as per the proforma given below.

Sl. No .	Full particulars of similar works made by the Vendor	Work Order Value	Completion time as stated in the Order	Actual Completion time	Year of completion	Name & Postal address of Client with Telephone/Fax No.
1	2	3	4	5	6	7

Certified that the above information is correct.

**Attachment-III**  
**DEVIATION STATEMENT (IF ANY)**

Please list clearly all Techno-commercial tender clauses against which a deviation / exception sought failing which it shall be deemed that the vendor has accepted the tender clause.

SL. NO.	TENDER REFERENCE (Page no., Clause No., Paragraph)	SUBJECT	DEVIATION / EXCEPTION PROPOSED



**ATTACHMENT – IV**

**QUALITY PLAN**

**Please include all tests to be carried out by Vendor'and the tests to be witnessed by BL / their Authorized representative**

Sl. No.	Activity	Examination by Manufacturer	Inspection by BL / Authorized Representative	Records to be submitted by Manufacturer

**Part II-Price Bid(To be submitted online)**

**NOTES:**

- 1.0 Details of the item under this Schedule shall be read in conjunction with this note and corresponding Specifications and Tender documents.
- 2.0 The tenderer should quote for all items in the Price Bid. The rates should be expressed in English both in figure and words. Where discrepancy exists between the two, rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail. All entries shall be in English language.
- 3.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- .4.0 The Quantities of the item mentioned in the Schedule of Items are approximate and may vary upto  $\pm 20\%$

Balmer Lawrie & Co. Ltd. Container Freight Station, [ Kolkata ]  
eTender No.:BL- CFS-KOL/YARD REPAIR/02/19-20

SL. NO.	DESCRIPTION OF ITEM	QTY	UNIT	RATE (in ₹)	AMOUNT (₹)	Amount in words
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	4000	Square Meters			
2	Scarifying the existing bituminous layer upto 50mm deep, roughening old black top surface by cutting 50mmx 50mm furrows at 45 deg at not more than 0.5M c/c and picking up scarified materials and dumping the reusable stones etc at designated	4000	Square Meters			
3	Providing, laying, spreading and compacting stone aggregates of Providing, laying, spreading and compacting stone aggregates of specific sizes on hard crust to requisite thickness(measured after compaction) for Water Bound Macadam as per specification including spreading in layers on not more than 75mm in thickness, hand packing, rolling with 8- 10T capacity power roller in stages to proper grade and camber,	100	Cubic Meters			
4	Bituminous Macadam (as base/binder course) including thorough cleaning of the surface, applying bitumen tack coat @1Kg/ sqm, cleaning and pre heating the stone materials and fully precoating the same with requisite quantity of hot bitumen 60-70 grade @ 65Kg per cum of stone materials in Miller Mixer Machine and laying premixed materials over the surface, hand packing including filling up the open textures by hand-	200	Cubic Meters			
5	Providing and laying average 40mm compacted thickness Semi-dense Bituminous Concrete wearing course by Miller Mixer Machine using coarse aggregate, fine aggregate and filler material (Lime) of required grading and 60-70 grade bitumen @ 4.5% by weight of mix aggregates and aggregates in sufficient quantity to yield specified thickness after compaction of pre-coated material including thorough cleaning of surface, screening cleaning of stone materials,	2600	Square meters			
6	Providing & laying 20mm thick Premixed Carpet open graded by Miller Mixer using 1.8 meter cube of 13.2mm size and 0.9meter cube of 11.2mm size stone aggregate per 100 meter square of surface including thorough cleaning of surface applying tack coat @1/2 Kg per Sqm, screening, cleaning and preheating stone chips and fully pre coating the same with hot matrix @ 54kg per meter cube of aggregate,laying the premixed chips uniformly over the surface, hand packing, thorough rolling with 8 to 10MT power roller and maintain proper gradient and camber.....	4000	Square Meters			
7	Supplying and laying premixed seal coat (Type B) on freshly laid premixed carpet without tack coat using 0.60 cum of stone grit (passing 2.36mm sieve and retained on 1.80mm sieve )or coarse sand (FM more than 2.5) per 100 Sqm premixing with Cationic Bitumen emulsion (M.S. grade) conforming to IS: 8887-1978 @ 180 Kg per cum of stone grit/ sand including cleaning of surface, screening washing and wetting the stone grit / sand, mixing suitably and laying the	4000	Square Meters			
	<b>Total Amount (₹)</b>					

**Please do not quote**

**Please do not quote**

**Please do not quote**

