



**BALMER LAWRIE & CO. LTD.**  
*Temperature Controlled Warehouse, RAI*  
*Plot No. 1924, 1924-A,*  
*Rai Industrial Area, HSIIDC*  
*Haryana*  
*Mobile No 9866400155,*  
*E-mail: choudhary.rr@balmerlawrie.com*

**TENDER NO: BL/LI/TCW-RAI/20-21/032 Dated 09/06/2020**

**CIN - L15492WB1924GOI004835**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**[RCC Tremix Floor Repair Works]**

**DUE DATE & TIME: [18/06/2020 at 5.00 pm ]**

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## **NOTICE INVITING TENDER**

Off line bids (single bid system) are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions", for undertaking the subject contract for **Repair of RCC Tremix Floor at Temperature Controlled Warehouse at Rai, in Sonipat, district, Haryana.**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal [www.balmerlawrie.com](http://www.balmerlawrie.com).

S. No	Description	Details
1	Name of Work	<b>Repair of RCC Tremix Floor</b>
2	Tender No	BL/LI/TCW-RAI/20-21/032 DT09.06.2020
3	Validity Of Offer	90 days from the date of opening of the Technical bid.
4	Completion Period	Two Months from the date of Site Clearance.
5	EMD	
6	Downloading / Submission of Tender :	
	a. Starts on	<b>09/06/2020 AT 3.00 PM</b>
	b. Closes on	<b>18/06/2020 AT 17.00 PM</b>
	c. Opening of Tenders	<b>18/06/2020 AT 17.30 PM</b>

### **1 LIST OF DOCUMENTS TO BE SUBMITTED**

- I. The **signed and stamped** copies of following documents should be sent as part of the technical/commercial bid submission
  - i. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company. Or the documents are required to be signed by the owner or the director of the company on which the company is registered.
  - ii. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
  - iii. Copy of Income Tax PAN Card.
  - iv. Copies of GST Registration number.
  - v. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending 31.03.19.

### **2 VERIFICATION OF DOCUMENTS –**

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

### **3 SCOPE OF WORK**

Scope of work under the contract to carry out the work as described in the BOQ in price bid format however briefly it is described as below,

- a. Breaking of RCC floor by using mechanical means wherever required including removal of debris and other construction materials.
- b. Surface preparation by removing dust and dirt.
- c. Application of chemicals as per the manufacturer specification.
- d. Application of curing compound as prescribed by the manufacturer.
- e. Monitoring of the repaired surface to at least 15 days after the application and if any defects are observed again after the repair, the same is required to make it good without any additional cost.

### **4 CONTRACT PERIOD**

The contract period will be for two months from the date of providing the site clearance.

### **5 TENDER DOCUMENT AND COST TOWARDS BIDDING**

Tender Documents can be downloaded from our website **[www.balmerlawrie.com](http://www.balmerlawrie.com)**. The bidder shall bear all costs associated with the preparation and delivery of bid including costs and expenses related to visits to site or any other locations, and the cost of any investigations, evaluations and consultations etc. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

6 **PRE-QUALIFICATION CRITERIA :**

The tenderers shall fulfil the following pre-qualification criteria:

- a) *Payment of Interest Free EMD of Rs. [3,000/-] Payment of EMD is exempted for MSMED/NSIC Parties on submission of copies of valid certificates.*
- b) *Bidder should have valid GST number, copy of the same is to be submitted*
- c) *Tenderer should not be blacklisted from any Central or State PSU or any governmental institutions. Tenderer should give a self- certification towards the same and if on a later date Balmer Lawrie finds out that this certification is wrong, the order issued to the successful bidder is liable to be cancelled forthwith.*

7 **TENDER DOCUMENTS**

Tender Documents comprises Notice Inviting Tender, General & Special Condition of Contract, Technical Specification and Drawings as unpriced part. The Priced Part consists of unpriced bill of quantities. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from **Rakesh R. Choudhary, Head (TCW) (Mobile no. 9866400155)** or can send their queries on [Choudhary.rr@balmerlawrie.com](mailto:Choudhary.rr@balmerlawrie.com) within the schedule date.

8 **VALIDITY OF OFFER**

Tendered shall keep their offer valid for acceptance for a period of 90 days from the date of opening of technical bid.

9 **PRICE VARIATION**

The price should be firm and irrevocable and not subject to any change till the completion of work.

10 **LATE BIDS**

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays.

**11 DEVIATIONS**

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

BL reserves the right to reject any bid containing major deviation(s).

**12 BID SIGNING**

All pages of the tender documents before submission should be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney or a letter of authorization authorizing him to sign on behalf of the bidder.

**13 TENDER SUBMISSION**

The bids are required to be submitted offline. There will be 2 separate envelopes for unpriced and price bid. Both the envelopes are required to put in one bigger envelope. These are required to be dropped at the entrance of 2nd floor at the below address or can be couriered at the below address.

Kind Attention – Mr. Gautam ,  
Balmer Lawrie & Co. Ltd.  
***Temperature Controlled Warehouse, RAI***  
***Plot No. 1924, 1924-A,***  
***Rai Industrial Area, HSIIDC***  
***Haryana***

Contact No. 8377922852

**14 TAXES AND DUTIES**

Your quoted rates shall be as per the attached format in the Price Bid. Any other levies or taxes as applicable shall be included in the quoted basic value.

**15 NON-CONFORMANCE**

Tenders not conforming to the above mentioned requirements are liable to be rejected.

**16 NEGOTIATIONS**

- a. 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.
- b. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3

days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

**17 SELECTION CRITERIA**

The price bids of those bidders qualifying in the Pre-Qualification Criteria will alone be opened. Bid selection will be based on who quotes over all L-1 for the tender.

For any technical and / or other clarification / queries, you may please contact Mr. Rakesh Choudhary, Head (TCW), Mob – 9866400155, email – [choudhary.rr@balmerlawrie.com](mailto:choudhary.rr@balmerlawrie.com).

For, Balmer Lawrie & Co. Ltd.

Rakesh R. Choudhary  
(Head – TCW)

**GENERAL CONDITIONS OF CONTRACT**

**1 NON-TRANSFERABILITY OF TENDER DOCUMENTS**

Tender documents shall remain the property of the Owner and if obtained by one intending tenderer, shall not be utilizable by another without the consent of the Owner.

**2 TENDERERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA**

- a. The tenderer should study the tender documents carefully and understand the condition and specification etc. before quoting. If there are any doubts about tender conditions clarification to be obtained from **Rakesh R Choudhary** (mob no. 9866400155), e-mail: Choudhary.rr@balmerlawrie.com).
- b. The tenderer should visit the site and familiarize himself with the site conditions, all factors which are likely to be relevant for the works, availability and rates for various things. In any case it will be deemed that tenderer has gone through the requirement and no claim whatsoever will be entertained on the plea of ignorance of factor or difficulties involved in fulfilling the tender conditions.
- c. Under no circumstances, Tenders may be withdrawn or modified after its submission to the Owner. Negligence on the part of the Tenderer in preparing

his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

### **3 COMPLETE & COMPETITIVE OFFER**

- a. Tenderers are required to make the lowest offer for the work as per the enclosed specification and details available therein.
- b. The rates quoted should be inclusive of all materials, labour, incidental expenses, Equipment, Tools/Tackles, Transportation of materials and Labour etc., complete. All materials are to be supplied by the Tenderer unless otherwise stated.
- c. Incomplete / Conditional tender quotation or tenders those received late and / or not conforming to the terms and conditions in the tender document will be liable to get rejected.

### **4 SECURITY DEPOSIT**

For the successful bidder the EMD will be converted into security deposit which will be released only after completion of work.

### **5 FORCE MAJEURE**

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, fire ,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

### **6 RIGHT OF OWNER TO TERMINATE THE CONTRACT**

Balmer Lawrie reserves the right to terminate the contract in case the service provider does not provide the services as per the requirement mentioned in the tender document.

### **7 ARBITRATION**

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

***In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018***

## **8 LOCATION OF SITE**

The Location of the site is at  
**BALMER LAWRIE & CO. LTD.**  
**Temperature Controlled Warehouse, RAI**  
**Plot No. 1924, 1924-A,**  
**Rai Industrial Area, HSIIDC**  
**Haryana 131029**

- 9 PAYMENT TERMS** – The payment will be released within 15 days of completion of work and submission of bill along with certification by the unit head. Payment will be released for 90% of the basic and full tax amount. 10% will be released after completion of one year of defect liability.

## **10. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. 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.

#### **11. Sub-letting of Work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

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

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 supply 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 LI+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.

#### **13. 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.

14. ***TDS Compliance :Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.***  
***BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.***

***TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.***

***Kindly note that this TDS under GST Act shall be deducted on both material as well as***

*services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.*

## **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BL/LI/TCW-RAI/20-21/032 DT09.06.2020 hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – A**

**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.	
<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 enclosed	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate enclosed	
<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.	

PRICE BID – To be submitted only

Tender Reference No

BL/LI/TCW//HYD/002 Dated 06/07/2017

Tender for Repair of RCC Tremix Floor at Temperature Controlled Warehouse at Rai, in Sonipat, district, Haryana.

Item No.	Description of Items	Unit	Qty.	Rate in Rs.	Amount in Rs.
1.00	Removal of old damaged floor and repairing using repair chemicals.	Sqmt.	6.00		
2.00	Application of Fast setting high density repair agent.	Sqmt,	6.00		
3.00	Polishing of repaired area using small grinding machines, using densification and sealers making it non porous	Sqmt,	6.00		
	Total				
	GST				
	Grand Total				

Date:

Signature of Tenderer with Seal

Place:

Name & Address

Telephone No