



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068
Phone No 25941813 /25942557, Fax No. 25941863
E-mail: mukherjee.m@balmerlawrie.com]

TENDER NO: BLC/CFS/ Yard Repair Work/23

Dt. 10.12.2020

Tender Document for

Yard Repair Work at CFS Chennai

DUE DATE & TIME: [21/12/2020 at 17:30 Hrs]

INDEX

Sl	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting Tender	3
3	Special Instructions for Participation in tender	4
4	Scope of Work	6 -7
5	General Terms and conditions	7 -14
6	Declaration accepting terms & conditions by bidder	14
7	Particulars of the organization	15
8	Price Bid Format	16-17

NOTICE INVITING TENDER

Online bids in two bids system are invited from the registered Vendors in our CFS or any other units of Balmer Lawrie and who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract for “**Yard Repair Work at CFS, Chennai**”.

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 bidder’s credentials are to be uploaded along with the tender documents through the appropriate link.

S.No	Description	Details
1	Name of Work	Yard Repair Work at CFS Chennai
2	Tender No	BLC/CFS/ Yard Repair Work /23
3	Validity Of Offer	60 days from the date of opening the tender
4	EMD	Rs. 5000/-
5	Completion Period	6 weeks from the date of placement of order
6	Submission of Tender :	
	a. Starts on	10.12.2020
	b. Closes on	21.12.2020 at 17.30 Hrs
7	Opening of Tenders	21.12.2020

GeM Declaration

Yard Repair Work is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .

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. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company/ 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.
- b. Income Tax PAN number
- c. GST Registration Number
- d. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last 3 years.

2 VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for proper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, and criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER 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 5,000/- (Five thousand only)** by **on-line Bank Transfer** in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Offer submitted without EMD will be rejected. However, payment of EMD is exempted for and Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. The bidder shall furnish EMD through on-line Bank Transfer. 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.**

EMD: The bidder shall furnish EMD through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK)

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 confidentially and security throughout the tender evaluation process.

01. 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 is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders 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))		
Please email your issues before you call helpdesk. This will help them serve you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	tuhin.das@c1india.com	+91-8981165071
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Chikkavarappu Manishankar	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-22-66865633

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 the same. They may contact help desk of C1 India Pvt. Ltd.

02. 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.
- 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 Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Any amendment / corrigendum as and when required will be uploaded only on the website of the Company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested bidders should regularly visit these websites for updation.

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 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.
- 3.5 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. Interested parties have to keep referring to the website for further information. 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 and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for up-dation”.

The sole proprietor or authorised representative shall sign all documents that need to be uploaded.

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered explicitly herein below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from vendor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work: Yard Repair Work at CFS Chennai

SI No	Item Description	Unit
1	Dismantling of PCC/RCC elements and disposal of debris into outside premises.	Cum
2	Removal of concrete paver block from existing damaged pavement, selecting good places of blocks, cleaning, stacking in proper manner for reuse and removal of damaged blocks including sand cushion below it, outside the premises at location to be decided by the contractor etc complete.	Sqm
3	Earth work in excavation for box cutting in existing damaged road pavement in all types of soil, bituminous macadam, WBM and boulder solling upto a depth of 400mm (max) from finished formation level grade and disposal of the same outside the premises at contractor cost as directed by the Engineer in charge.	Cum
4	Constructing Wet Mix Macadam having 100mm compacted thickness with crushed stone aggregate, complete with all materials, transportation, labour, compaction and rolling with plate vibrator/road roller of capacity 10t etc. as per CPWD/ MOST specifications, drawings and instructions of Engineer-in-Charge. The contractor may assess the quantity and grading of stone metal based on the mix design conducted at laboratory in order to optimize the cost. (approx 20% each of aggregate materials ranging from 40mm (over 20mm) down size to 6.5mm).	Cum
5	Supplying and laying M-15 grade plain cement concrete with 20 mm down stone aggregate, compacting with needle vibrator complete. The proportioning ingredients to be decided based on MIX design or nominal mix 1:2:4 ratio mixed at site to achieve MINIMUM STRENGTH OF 15 N/mm ² after 28 days of water curing including required rough formwork with all labour, material, plant, machinery etc. complete as per specification and direction of the Engineer-in-Charge / officer in charge..	Sqm

6	Laying of available cement concrete paver blocks to be laid on quarry dust bed of average 50mm thick properly levelled by machine vibration, sealing, interstices with quarry dust complete with all materials and labour as per direction of Engineer in charge / officer in charge.	Sqm
7	Providing and laying pre-cast machine made interlocking pressed concrete block for paved yard of overall size 200mmx100mmx100m (approx) with minimum crushing strength of 50N/m ² , dimensional tolerance of +3mm maximum water absorption limit of 3% to 5% and dry density 2.25 T/Cum to 2.375 T/Cum blocks to be laid on coarse sand bed of average 50mm thick properly levelled by machine vibration, sealing, interstices with sand complete with all materials and labour as per direction of Engineer in charge.	Sqm
8	Providing cold twisted HYSD bars of approved make of reputed concern of FE 500 GRADE, for RCC work in footings, pedestals, beams, slabs, beams, slabs, staircase etc., including straightening, cutting, bending, binding and placing in position all as per structural drawings. The cost of binding wire shall not be paid extra and will be at the contractor's cost.	kg

Quantity Variation: The quantities of various items mentioned in the rate schedule are approximate and may vary. The contractor must provide all materials, labour, tools, equipment, etc required to complete the entire project.

GENERAL TERMS AND CONDITIONS

1. Qualification

- 1) Payment of EMD **Rs.5000/-** (EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate)
- 2) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - a) Three similar completed civil works costing not less than Rs. 3.76 Lk
or
 - b) Two similar completed civil works costing not less than Rs. 4.70 Lk
or
 - c) One similar completed civil work costing not less than Rs. 7.51 Lk
- 3) Should have minimum average turnover of Rs. 3,00,000/- during the last 3 years ending March 19.(Proof to be attached).
- 4) The Bidder must have GST registration (Proof to be attached)
- 5) Should not have been blacklisted by any PSU / Govt. Department (a self-certification is required and should be attached)

2. Submission Of Bids

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

[A] Technical / Commercial Bid [Un-priced]

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No: BLC/CFS/Yard Repair Work /23

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.

3. Tender Opening

[A] Un priced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

4. Acceptance of offers

- a) 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.
- b) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c) 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.
- d) Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

6. Price Variation

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No: BLC/CFS/Yard Repair Work /23

6.2 The quoted rates shall be valid for a period of minimum 60 days from the date of opening the price Bid.

7. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

8. Security deposit

(a) A non-interest bearing Security Deposit of **[Rs.50 Thousands]** by way of Bank Draft or Bank Guarantee of equivalent amount 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, the Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract. The same shall be released along with final bill payment on satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects.

(b) In case the security amount not received within 15 days, the equivalent amount shall be deducted from their bill payment.

9. Safety

The bidders are strictly advised to follow the various safety aspects as per HSE norms in attending to the above work at various elevated structures, roof levels like providing proper scaffolding, safety ropes and safety helmets, safety shoes etc. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder. It is contractor's responsibility to obtain necessary PTW (Permit To Work) from concern officers before start any work & obtain workman's compensation insurance.

10. Liability & Ensuring Safety

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor

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

- a) Permit to be obtained from concern officer in charge, while work at height.
- b) Hot work permit to be obtained from concern officer in charge before starting the work.
- c) Proper PPE usage has to be ensured

Safety Requirements to be followed

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No: BLC/CFS/Yard Repair Work /23

As minimum Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by BL before use.
- v. Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No: BLC/CFS/Yard Repair Work /23

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- a. Fabricated ladders are prohibited.
- b. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d. Ladders will be lowered and securely stored at the end of each workday.
- e. Ladders shall be maintained free of oil, grease and other slipping hazards
- f. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- g. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Roof Work/Access

Roof work and access to roofs must not be undertaken without prior authorization from BL.

Overhead Work

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.

11. Statutory obligations:

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the Contractor shall ensure compliance with all relevant statutory provisions under the relevant

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]

Tender No: BLC/CFS/Yard Repair Work /23

labour laws. Contractor shall ensure ESI clause with The Employees State Insurance Act 1948 or Insurance coverage of workers under Workmen Compensation Policy On award of the contract.

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.

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

12. Completion Period

The entire work shall be supplied within 6 weeks from the date of placement of order.

13. EMD

The bidder shall furnish **an interest free EMD of Rs.5,000/-** (Rupees Five thousand only) through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract.

14. Payment Terms

90% of the account bill amount + taxes will be payable within 21 days from the date of submission of bill along with all supporting documents certified by our official – in charge after completion of work.

Balance 10% of the payment 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 six months (6) from the date of issue of completion certificate by the official – in charge

All 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 Section 194-C of 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.

15. Contact Person

For any clarification / Queries you may please contact Amit K Mukherjee Asst. Manager (Commercial) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643 / +91- 8906506476.

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 other firm at the 'Risk & Cost' of the contract.

17. Declaration of UAM by MSME vendors

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012.

18. Purchase preference policy for MSME Vendors

If it is seen that a Micro, Small and Medium (MSME) 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 MSME 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 MSME vendors are within the +15% range, 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 MSME (within 15% band with non MSME vender) vender subject to matching with L1 price of non MSME vender.

19. 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.

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 while transporting & delivering the containers from his plot to BL CFS. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment.

21. Power & Water

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

22. 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.

23. 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BLC/CFS/ Yard Repair Work /23, Dt. 10.12.20 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

ANNEXURE – A

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 / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	Service Tax Registration. No.	
12	Whether copy of Service Tax 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	MSMED bidder must state whether they belong to SC/ST category	

PRICE BID

Tender No: BLC/CFS/ Yard Repair Work /23, Dt. 10.12.20

Yard Repair Work at CFS Chennai

SI No	Item Description	Unit	Qty	Rate	Amount Rs.
1	Dismantling of PCC/RCC elements and disposal of debris into outside premises.	Cum			
2	Removal of concrete paver block from existing damaged pavement, selecting good places of blocks, cleaning, stacking in proper manner for reuse and removal of damaged blocks including sand cushion below it, outside the premises at location to be decided by the contractor etc complete.	Sqm			
3	Earth work in excavation for box cutting in existing damaged road pavement in all types of soil, bituminous macadam, WBM and boulder soling up to a depth of 400mm (max) from finished formation level grade and disposal of the same outside the premises at contractor cost as directed by the Engineer in charge.	Cum			
4	Constructing Wet Mix Macadam having 100mm compacted thickness with crushed stone aggregate, complete with all materials, transportation, labour, compaction and rolling with plate vibrator/road roller of capacity 10t etc. as per CPWD/ MOST specifications, drawings and instructions of Engineer-in-Charge. The contractor may assess the quantity and grading of stone metal based on the mix design conducted at laboratory in order to optimize the cost. (Approx. 20% each of aggregate materials ranging from 40mm (over 20mm) down size to 6.5mm).	Cum			
5	Supplying and laying M-15 grade plain cement concrete with 20 mm down stone aggregate, compacting with needle vibrator complete. The proportioning ingredients to be decided based on MIX design or nominal mix 1:2:4 ratio mixed at site to achieve MINIMUM STRENGTH OF 15 N/mm ² after 28 days of water curing including required rough formwork with all labour, material, plant, machinery etc. complete as per specification and direction of the Engineer-in-Charge / officer in charge..	Sqm			
6	Laying of available cement concrete paver blocks to be laid on quarry dust bed of average 50mm thick properly levelled by machine vibration, sealing, interstices with quarry dust complete with all materials and labour as per direction of Engineer in charge / officer in charge.	Sqm			

7	Providing and laying pre-cast machine made interlocking pressed concrete block for paved yard of overall size 200mmx100mmx100m (approx.) with minimum crushing strength of 50N/m ² , dimensional tolerance of +3mm maximum water absorption limit of 3% to 5% and dry density 2.25 T/Cum to 2.375 T/Cum blocks to be laid on coarse sand bed of average 50mm thick properly levelled by machine vibration, sealing, interstices with sand complete with all materials and labour as per direction of Engineer in charge.	Sqm			
8	Providing cold twisted HYSD bars of approved make of reputed concern of FE 500 GRADE, for RCC work in footings, pedestals, beams, slabs, beams, slabs, staircase etc., including straightening, cutting, bending, binding and placing in position all as per structural drawings. The cost of binding wire shall not be paid extra and will be at the contractor's cost.	kg			
TOTAL AMOUNT					
Add GST @ 18%					
NET AMOUNT					

AMOUNT IN WORDS:

Note: Quantity is indicative only; Quantities shall be interchanged based on the actual requirement during execution.

Date:

Name of the Company

Place:

Signature with Seal