



BALMER LAWRIE & CO LTD.
CONTAINER FREIGHT STATION
[P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 24506811 /24506816, Fax No. 24498355
E-mail: sett.a@balmerlawrie.com
CIN - L15492WB1924GOI004835

e-Tender No.: BL/CFS-KOL/LED/17-18

TECHNICAL / COMMERCIAL BID

Tender Document for

**SUPPLY-INSTALLATION & COMMISSIONING OF LED LAMPS & LUMINARIES
AT CFS, P-3/1 TRANSPORT DEPOT ROAD , KOLKATA**

DUE DATE FOR SUBMISSION

28.11.2017 BY 3.00 P.M.

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NOTICE INVITING E-TENDER

On line limited Tender are invited in Two Bid System from Reputed manufacturers of “**LED LAMPS & LUMINARIES**” , who fulfill the Eligibility Criteria mentioned elsewhere in the tender document under the Heading, “General Terms & Conditions”(Schedule-I) and comply with Technical Specifications for the subject item (Schedule-II) for **SUPPLY-INSTALLATION & COMMISSIONING OF LED LAMPS & LUMINARIES AT CFS, P-3/1 TRANSPORT DEPOT ROAD KOLKATA**

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	SUPPLY-INSTALLATION & COMMISSIONING OF LED LAMPS & LUMINARIES AT CFS, P-3/1 TRANSPORT DEPOT ROAD KOLKATA
2	e-Tender No	BL/CFS-KOL/LED/17-18
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Completion Period	120 days from Purchase Order/LOI.
5	EMD	Rs.30,000.00 (MSME/NSIC Reg. Vendors are exempted)
6	Tender Fee	Rs.2000.00 .However, MSME/NSIC bidders are exempted from submission of EMD.
7	Downloading / Submission of Tender :	
	a. Starts on	08.11.2017
	b. Closes on	28.11.2017 by 3 PM
8	Opening of Tenders	On or after closing date & time of the tender

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number

- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- 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.**30,000/- (Rupees Thirty Thousand only)** by Demand Draft/Pay Order/BG at our above address. The DD/PO/BG for EMD and Tender Fee should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST			
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
OFF HOURS & HOLIDAY SUPPORT			
Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.			
Please email your issues before your call helpdesk. This will help us serving you better.			
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers			
		Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001	
		Balmer Lawrie e-Tendering Support Staff:	
<u>Nodal officer [For Escalation]:</u>			
C1 India Mr. Ritabrata Chakraborty (PM), Contact Details:+91 8697910411, E-mail- ritabrata.chakraborty[at]c1india[dot]com	Name	E-mails	Phone Numbers
	1. Mr. Tuhin Ghosh	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071
	2. Mr. Tirtha Das	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
	3. Mr. Ravi Gaiwal	ravi[dot]gaiwal[at]c1india[dot]com	+91-022-66865633
	4. Mr. Ujjal Mitra	ujjal[dot]mitra[at]c1india[dot]com	+91-8986678058
<input type="button" value="close"/>			

1.2 Digital Certificate authentication

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

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

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

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on 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

Supply-Installation & Commissioning Of LED Lamps & Luminaries to our 7 nos. of Hi-Mast Lighting Towers, 1 no. of Watch Tower and other places of yard and warehouses within CFS-Kolkata, as per Technical Specification and complying with all Pre-Qualification criteria mentioned in "General Terms & Conditions of Contract" detailed below at CFS, P-3/1 Transport Depot Road Kolkata -700088.

Job includes supply of Lamps, Luminaries, allied accessories and arrangement of all tools, machineries and man power as may required for installation- commissioning of the Lamps- Luminaries as per BOQ provided in Part-II i.e Price Bid part of the tender.

Scope of Work for vendors shall cover the following broad area :-

- a. Removal of old i.e. conventional luminaries from its location and shift the same to designated place as instructed by the Engineer In-Charge of the BL(Balmer Lawrie).
- b. Vendors are advised to select their LED wattage within the band of wattage mentioned in technical specification both for Hi-Mast and Watch Tower/other Yard/Warehouse lamps considering the natural de-rating of luminance in coming 5 years of the lamps warranty period.
- c. Supply LED Luminaries as per BOQ and complying technical specifications and install the same at High Mast, Watch Tower or other places as per instruction of the Engineer In-Charge.
- d. Jointly (representative from vendor & Balmer Lawrie) Conduct illumination survey to the entire CFS yard and record LUX levels after installation commissioning of LED lamps as per Work Order.
- e. Quantity variation: The quantities of the various items mentioned in the rate schedule are approximate and may vary up to plus or minus 10% within overall work order value without altering the "L1" position of tender.

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary material, equipment, plant & machinery, labour, transport, tools and tackles, services etc as and when required and as instructed by the Company officials.

Vendors prior to their online participation in tender bids are advised to inspect the site, conduct necessary illumination survey and submit their survey report in conjunction with High Mast Layout Drawing as provided in this tender document.

PART-I

TECHNICAL SPECIFICATIONS

SL No.	TECHNICAL PARAMETERS	YES/NO	Remarks
1	LED flood light to be used for High Mast Light Towers should have minimum lumen level of 20 lux in the ground and upto a distance of 50 Mtrs from centre of High Mast / any position between any two existing High-Mast Light Towers /Watch Tower . Beam angle of Luminaries/lamps positioning must be suitable to cover illumination in ground as well as stored containers in the yard upto 16 Mtrs high.		
2	Conducting /Designing of Illumination Survey and Submission of the Report along with offer in conjunction with High Mast Layout Drawing as provided by Balmer Lawrie in this tender document		
3	LED to be installed should have System Efficacy of minimum 110 lumen/Watt.		
4	LED SYSTEM WATTAGE : LED Luminary shall be designed with <ul style="list-style-type: none"> • 400 -450Watt for High Mast • 250-300 Watt for watch Tower & others. 		
5	Expected Life of LED Lamps = 50,000 burning Hours at 70% maintenance.		
6	Operating Voltage Range : 150V- 280 V		
7	INPUT FREQUENCY : 50HZ +/- 10%		
8	AMBIENT TEMPERATURE : Up to 50°C		
9	USAGE HOUR : 12-14 Hrs a day		
10	VOLTAGE SURGE PROTECTION: 5 KV INBUILT AND 10 KV EXTERNAL.		
12	TOTAL HARMONIC DISTORTION : <10%		
13	POWER FACTOR : shall be > 0.95		
14	Heat Dissipation: Heat sink made of suitable metal like extruded aluminium.		
15	For Uniform Distribution of Light, the luminaries must have been fitted with Secondary Lenses.		
16	Optical cover shall of Toughened Glass.		
17	Recommended make : Philips/Wipro/ Bajaj /Trasrail / Trilux-GmbH/Schreder or equally reputed make.		

Safety Clause

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

List of safety violations and penalty clause for the same

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

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

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

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

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-

Subsequent-Major	As listed in Annexure-2	Rs.10,000/-
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Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st 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 - 1

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

General Terms and Conditions

1) Pre-Qualification Criteria

- a) Bidders must be Reputed manufacturers of “**LED LAMPS & LUMINARIES AND HIGH MAST TOWERS**”. Document to be submitted.
- b) Payment of Interest Free EMD of Rs. [30,000/-]/. However, MSME/NSIC bidders are exempted from submission of EMD.
- c) Payment of Tender Fee of Rs.2000.00. However, MSME/NSIC bidders are exempted from submission of EMD.
- d) Vendor must have manufacturing facility in India for Lamps & Luminaries at least for last 15 years.
- e) Vendor must have successfully executed Hi-Mast/ Flood light of LED/Conventional Luminaries in Govt./PSU organization not less than 5 Orders in last 5 years of minimum value of contract value not less than Rs.25 Lacs each. Copy of credentials to be attached/uploaded.
- f) The Bidder should not be currently blacklisted by any Govt. Department/PSE/ Institution in India or abroad and a self-certification to be given.
- g) Bidder should have valid GST Registration No.
- h) Bidder should submit “Bank Solvency Certificate” in original for Rs 20.00 Lakhs which is not older than 6 months.

Balmer Lawrie may check the authenticity of the credentials provided by the party and may seek references from the customers who have been serviced by the bidder. In the event of an adverse report being received or the credentials provided proves to be false, the tender is liable to be rejected. The party may be blacklisted forever by Balmer Lawrie in such a situation. **Tender Bids not meeting of the above pre-qualification criteria and Technical Specifications shall not be opened.**

2) **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.

3) **Tender Opening**

[A] Unpriced [Techno-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.

4) Acceptance of offers

- I. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- II. For determining L-1 status of bids, only rate for Item no. 1 & 2 of BOQ (Price Bid) will be considered.
- III. Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- IV. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the Technical Specifications and Terms & 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

- 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 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.

6) Price Variation

- a) 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.
- b) The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

7) Notification of Award

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

8) VALIDITY OF OFFER

The offer should be kept valid for acceptance by Balmer Lawrie for a period of 120 days from the last date for submission of tender. In case the bidder unilaterally revokes or cancels or varies any rate, terms & conditions of the tender after submission and during the validity period, their Earnest Money Deposit (EMD) shall be forfeited.

9) COMPLETION PERIOD : Delivery of materials to be completed within 8 weeks from the date of Purchase Order. Installation and commissioning to be completed in another 2 weeks.

10) EARNEST MONEY DEPOSIT

The bidder shall be required to submit an **Earnest Money Deposit of Rs 30,000/- (Rupees Thirty Thousand Only)** by way of Bank Draft/BG in favour of Balmer Lawrie & Co. Ltd, payable at Kolkata, drawn on any Scheduled Bank in India. The EMD shall be returned to unsuccessful bidder after finalisation of tender. For successful bidder, the EMD shall be converted into Security Deposit (SD) and the same shall be released after successful completion of work only. However, in case successful vendor is MSME/NSIC, they had to submit the requisite SD of Rs.30,000/- in the form of DD/BG within 15 days of our awarding the contract.

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If the successful bidder is unable to accept or execute orders when placed upon him or fails to execute the job or withdraws or revises his quoted prices within the validity period of his tender/contract after placement of the order/letter of acceptance, their EMD/SD shall be forfeited.

11) RATES, TAXES & DUTIES

Rate quoted shall be as per Price Bid format provided below. However, they shall clearly mention the prevailing rates for GST in the hard copy document to be submitted by them. Bidders are required to attach a statement providing the details of GST and the same are to be uploaded in eproc site and to be submitted to BL office along with EMD, Tender Fee & other hard copies as asked for.

However, the bidder shall provide HSN/SAC code as may be applicable to all items in BOQ and the corresponding GST rates applicable in their letter addressed to us / uploaded in eproc site.

Without this the offer shall not be considered for evaluation.

12) BUYBACK : Vendors would quote their rate for item no.3 & 4 as optional one to buyback the existing conventional HPSV/MHL flood lights- both lamps & luminaries combined. Balmer Lawrie **may opt for not selling** these existing Lamps & Luminaries on buyback to its successful vendor for this tender at its sole discretion.

13) PRICE ESCALATION: No price escalation for cost of the Lamp & Luminaries shall be entertained .

14) PAYMENT TERMS : 90% of the order value shall be released against supply-installation of LED Lamps with Luminaries , subject to certification on joint survey by vendor and Balmer Lawrie of requisite lux level as specified in Technical Specification of this tender document. Payment will be released within 15 days after submission of the bills accompanied by joint certified illumination report. Payment shall also be subject to statutory deductions as per Govt. norms from time to time.

15) RETENTION MONEY: Balance 10% of the order value shall be retained for one year as performance guarantee. However this amount may be released on submission of Bank Guarantee of equivalent amount from any Schedule Commercial Bank in India for the guarantee period of one year from the date of commissioning of the LED Lamps & Luminaries plus 6 months claim period.

- 16) **GUARANTEE**: The supplied LED lamps , fixture & Drivers shall be guaranteed for **Five years** from the date of supply of the items.

17) **INSPECTION**

We reserve the right to inspect the lamps & luminaries at your works ourselves or through a third party nominated by us. You will provide all assistance to our inspector in carrying out such inspection at your works free of any charges.

18) **DESIGN REQUIREMENTS**

The Lamps & Luminaries & allied devices/equipment should be designed for easy maintainability. The controls should be operator friendly. Mounting of various elements should be of easy dismantling types. All electrical/electronic should be suitably tropicalized (Maximum operating temperature of 50 degree centigrade and relative Humidity of 100%).

19) **INSTALLATION, COMMISSIONING & TRAINING**

The installation, testing and commissioning of the Lamps & Luminaries shall be carried out by vendor's competent engineers/technicians at the site. During installation/ commissioning, your engineer/technician shall impart necessary training to our personnel engaged in operating and servicing the Luminaries. No separate charge shall be payable by us for the purpose.

20) **PACKING, FORWARDING & TRANSPORTATION**

Bidder shall arrange for proper packing of the Lamps & Luminaries and allied devices so that it can withstand the transit and handling hassles upto delivery at our site.

Bidder shall arrange and bear the cost for the necessary transportation of the materials upto our site.

21) **INSURANCE**

Bidder shall arrange for proper insurance coverage of the equipment including all risk upto delivery and commissioning of the equipment at site and cost of such insurance charges shall be borne by the bidder.

22) **COMPESATION FOR LATE DELIVERY**

In case of late delivery beyond the stipulated date , compensation for late delivery @ 0.5% per week or part thereof , subject to a maximum of 10% of total order value shall be payable by you.

23) **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, fire, flood, explosions, epidemics, quarantine restriction, strikes, lock outs or act of God(herein after 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.

24) **ARBITRATION**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties. The contract shall be governed by the Laws in India and subject to the exclusive jurisdiction of courts in Kolkata

ACCEPTED ALL TERMS AND CONDITIONS FROM SL NO.1 TO 24 AS STATED ABOVE.

DECLARATION BY BIDDER

We have understood the terms & conditions indicated in the NIT No. **e-Tender No.: BL/CFS-KOL/LED/17-18** dated 00.00.2017 and hereby confirm our acceptance of the same.

Seal of the company

Signature

Date

Name

Designation

PARTICULARS OF BIDDERS 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	Trade Licence.(copy to attach)	
6	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
7	Registration No. (Under companies Act)	
8	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed	
11	Whether copy of latest Income Tax Return uploaded	
12	VAT Registration No. (copy to be attached)	
13	Service Tax Registration. No.	
14	Whether copy of Service Tax Registration certificate Uploaded	
15	Name of the Banker	
16	Whether registration under MSME act	
17	In case registered under MSME provide registration number and copy of registration certificate.	
18	If MSME vendor is SC/ST must furnish their relevant document	

PART-II

PRICE BID 1

SUPPLY-INSTALLATION & COMMISSIONING OF LED LAMPS & LUMINARIES AT CFS, P-3/1 TRANSPORT DEPOT ROAD KOLKATA.					
Item No.	Description	Unit	Quantity	Rate in (Rs.)	Amount in Rs.
01	Supply and installation of LED flood light lamps of 400-450W with luminaries which complies the technical specification detailed above to Hi-Mast Light Towers in replacement of the existing 2 x 400W HPSV/MHL flood lights .	No.	84.00		
2	Supply and installation of LED flood light lamps of 220-250W with luminaries at Yard/Warehouse in replacement of 1 x 400W HPSV/MHL flood lights.	No.	36.00		

PRICE BID 2

BUY BACK OF OLD LAMPS & LUMINARIES AT CFS, P-3/1 TRANSPORT DEPOT ROAD KOLKATA.					
Item No.	Description	Unit	Quantity	Rate in (Rs.)	Amount in Rs.
1	Buyback for 2 x 400 W HPSV/MHL flood lights with lamps & luminaries on LS (Optional item)	No.	84.00		
2	Buyback for 1 x 400 W HPSV/MHL flood lights with lamps & luminaries on LS (Optional item)	No.	36.00		