

e-Tender No : BL/CFS/KOL/Electrical Upgradation /17-18

e-Tender No : BL/CFS/KOL/Reefer Powers /18-19



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

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CIN - L15492WB1924GOI004835

**e-TENDER NO: BL/CFS/KOL/Reefer Powers/18-19
TECHNICAL / COMMERCIAL BID**

Tender Document for

***Supply, Installation, Testing, Commissioning, of
Additional Reefer Plug Provisions at CFS kolkata***

DUE DATE & TIME: [04/01/2019 at 18.00Hrs]

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NOTICE INVITING E-TENDER

On line bids in **Single Bid** System are invited from the company's registered electrical contractors , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions" , for undertaking the subject contract for **"Supply, Installation, Testing, Commissioning, of Additional Reefer Plug Provisions at CFS 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	<i>Supply, Installation, Testing, Commissioning, of Additional Reefer Plug Provisions at CFS kolkata</i>
2	Tender No	e- TENDER NO: BL/CFS/KOL/Reefer Powers/18-19
3	Validity Of Offer	120 days from the due date of opening of the tender.
4	Contract Period	10 weeks.
5	EMD	Rs. 7000/- (Rupees Seven Thousand Only) (MSME/NSIC are exempted , subject to submission of valid Certificate of Registration.
6	Downloading / Submission of Tender :	
	a. Starts on	24.12.2018
	b. Closes on	04.01.2019 By 6PM
7	Opening of Tenders	On or after due date and time for submission.

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

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 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 BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated
- f. BalmerLawrie reserves the right to reject any or all tenders without assigning any reasons Whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free **EMD of Rs.7000/- (Rupees Seven Thousand only)** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. MSME/ NSIC certificate must be submitted in hard copy for considering their exemption from EMD. **MSME/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.** The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which 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>

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

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

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 Printed or posted Bids / offers shall be accepted.
- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of

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.
- 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 in their offers will not be binding on BalmerLawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

The Scope of Work involves Augmentation of the existing infrastructure of Reefer Plug provisions at CFS-Kolkata in addition to the existing Reefer Plug Boards facilities. 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 contractor's scope.

The job shall cover : -

- Supply of Reefer Plug Boxes/Boards after its fabrication and comprising of devices as detailed in BOQ.
- Bus Bar boxes.
- Cables & its laying/fixing and terminations and its allied services.
- Earth Stations and allied services.
- All other materials, services, tools & devices as may be required to complete the work.

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/-
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 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/hydracmac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;

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

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

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
- 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.

SPECIAL CONDITIONS OF CONTRACT

1. Only experienced electrical team lead by licenced supervisor (Licence obtained from Directorate of Electricity or equivalent) should be engaged for executing the electrical jobs as per the schedule and under instruction of Officer-In-Charge.
2. All work must be done in compliance with respective IS code of practice and relevant IE rule in vogue..
3. Only Gloster/ National or equivalent approved make of cable with IS stamp shall be supplied and installed.
4. All works shall be carried out in line with the Schedule of Job, site conditions, Technical Specifications, Special Conditions of Contract and General Terms & Conditions and as per instructions of Engineer-In-Charge.
5. Job shall be carried out without hindrance to normal operation /functioning to business activity there. Job shall be carried out on working days as well as on Sundays and Holidays and no extra charges will be paid for the same.
6. Contractor will be responsible for damaging any property of the company or stored materials and in case damage/loss of Company due to contractor's fault/negligence the cost of damage will be recovered besides suspension of work.
7. For undertaking the job , contractor shall take all precautionary measures for safety and security of their own materials as also keep his workman & labour team away from any materials and belongings of company lying in the open or covered space within the compound of the company.
8. All tools and tackles required for the job shall be arranged by the contractor at their own cost and should be kept under their own custody and all scaffolding for materials lifting and workmanship shall be at the cost of contractor only.

General Terms & Conditions of contract

01. Eligibility Criteria

- a) Payment of Interest Free EMD of **Rs. 7000/-** (In case of MSMED /NSIC vendors , a photocopy of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) The Bidder should have at least 7 years' experience of doing Electrical Execution and/ or Electrical maintenance work. Work Order copy or Completion Certificate to be submitted.
- c) Should have minimum Average Financial Turnover of Rs. 10.0L per year during the last 3 financial years ending with March 2017(Proof to be attached).—Audited accounts or CA certificate.
- 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 online in Single Bid System for both

- [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. Acceptance of offers

- 3.1 BalmerLawrie 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.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and BalmerLawrie at any stage.
- 3.3 BalmerLawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.
- 3.4 BalmerLawrie 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.

3.5 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.

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

04. Negotiations

4.1 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.

4.2 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.

05.Price Variation

5.1 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.

5.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the due date of opening the Bid.

06. 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.

07. 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).

08. Security Deposit

A non-interest bearing Security Deposit of **[Rs.25000/-]** by way of Bank Draft or Bank Guarantee will be required to be deposited with the Company by the successful bidder within 15 days of getting work order from the Company. EMD may be adjusted with Security deposit. 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.

09. Power

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

10. Insurance coverage for any damage/accident caused during execution of the work to be arranged by the contractor as per statutory rules.

11. No price escalation in the scheduled item rates for cost of materials / labours hire charges shall be entertained during tenure of contract.

12. Idle labour if any, for any unavoidable circumstances shall not be entertained.

13. STATUTORY OBLIGATIONS : It shall be responsibility of the contractor to ensure that he conforms to the various provisions of the statutory Acts like Contractor labour (Regulation & Abolitions) Act 1970 / Employees Provident Fund & Miscellaneous Provision Act 1952 / Employees State Insurance Act 1948 / Minimum Wages Act 1948 / Payment of wages Act 1936 / Workman's Compensation Act 1023 etc. in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/ claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against losses arising on account of non-compliance of the statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any Act not mentioned hereunder:

- Contract labour (Regulation & Abolitions) Act 1970
- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum Wages Act 1936
- Workman's Compensation Act 1023
- Payment of Bonus Act 1965.

14. Completion

Job has to be completed in all respect with 10 weeks from the date of handing over the site after issuance of Work Order.

15. Taxes & Duties : Rates to be quoted shall be basic one only . GST which shall be paid by us (i.e Balmer Lawrie) extra at the prevailing rates for the same. However bidders are required to mention the prevailing GST for rates for each of the item in BOQs.

16. Bidders are required to mention HSN Code for each of the quoted items in separate sheet and the same may be uploaded along with other requisite documents or may be submit physically along with DD for EMD or MSME/NSIC Certificate.

17. Payment:-

17.1 On Account payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor after completion of each phase of work accompanied with the Measurement Books signed jointly within 1days from the certification given by Engineer-In-charge.

17.2 No Running Bill(s) shall be made and / or certified for a value of less than Rs.5,00,000/- (Rupees Five Lakhs) only.

17.3 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

- 17.4 95% of the Running Account bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 17.5 Balance 5% of the payment of gross amounts billed will be withheld as “Retention Money” and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for Defect liability and performance maintenance period, which shall be **valid for 12 months** from the date of issue of completion certificate by the Engineer-In-Charge.

18. Liquidated Damage

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

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

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

19. Performance Guarantee & Warranty

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

20. 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.**

21. 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.

22. 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.

23.Risk & Cost : The job has to be completed as per schedule jointly decided by Balmer Lawrie with the awardee and if they fail to maintain the agreed schedule, the balance work shall be off handed by hiring a contractor at company's choice at the risk and cost of the awardee. Further in case the quality of the executed job is not to the satisfaction of the Company and the Contractor does not set right or redo the job within a reasonable time of the contract period, Company reserves the right to get the work redone at the risk & cost of the awardee.

24. In case of any terms or clause given by the tenderer are found to be conflicting the interest of the company (i.e. BL) the same shall be liable to be rejected by the company.

25. 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.

26. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e- TENDER NO: BL/CFS/KOL/Reefer Powers/18-19 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

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	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	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

ANNEXURE-I : PRICE BID –BOQ FOR SUPPLY

Sl. No.	Description	Qty	Unit	Rate	Amount
SUPPLY ITEMS					
1	Supply of M. S. wall mounting type Double door Panel Board fabricated by 16 Sq. M. S. sheet and duly painted and each Board comprising of the following:-	8	No		
a	L &T make ML – 2, 415V STARTER WITH O/L Relay range 13-21 Amp or it equivalent approved make ---- 4 Nos.				
b	Single phasing preventer Minilab/Equivalent approved make —4 Nos.				
c	32 A 4 pole 415v MCB Hovels/ L &T/Equivalent approved make --- 4 Nos.				
d	32A, 3 Pin & Earth PVC Socket Legrand/equivalent approved make --- 4 Nos.				
e	100 Amp 4 pole Bus bars Aluminium--- 1 set				
2	Supply of 200 Amp 4 pole wall mounting Bus bar chamber complete with 1-200 A 415V, TPN Switch fuse with (L & T /Equivalent approved make) including inter connection complete for receiving 1 No. 4 Core X 150 Sq. mm Armoured Aluminium conductor Cable	2	set		
3	Supply of 1.1 KV grade , 4–Core, 150Sq.mm Aluminium Conductor Armoured Cable for new Reefer Plug points from new LT Panel at CFS-Kolkata.	125	Mtr		
4	Supply of 1.1 KV grade , 4–Core, 70Sq.mm Aluminium Conductor Armoured Cable for new Reefer Plug Boxes connection and allied at CFS-Kolkata	175	Mtr		
5	Supply of 75mm Dia Class ‘B’ G. I. Pipe for protection of Cable through Road Crossing	14	RM		
	TOTAL				

ANNEXURE-II : PRICE BID –BOQ FOR SERVICES

Sl. No.	Description	Qty	Unit	Rate	Amount
SERVICE ITEMS INCLUDING INSTALLTION & LAYING					
1	Installation of M. S. wall mounting type Double door Panel Board fabricated as mentioned & detailed in item-1 of Supply BOQ of Annexure-I	8	Nos.		
2	Installation of Bus Bar Chambers on top of wall mounting type Double door Panel Board as mentioned in item-2 of Supply BOQ of Annexure-I	2	Nos		
3	Cutting of Bituminised or Concrete floor/yard for laying of underground power cables through GI pipes in crossing paved road/storing yard etc. as required.	20	Mtr		
4	Laying of 50mm dia G.I pipe for protection of cable. (Approved make: Tata/ Jindal or equivalent ISI conformed.)	15	Mtr		
5	Laying of 4 core cables of 150Sq.mm/ 70 Sq.mm Aluminium conductor cable underground and inside pipe/ bare ground or laying & fixing on wall with wall fixers etc. as required.	300	RM		
6	Termination of cable ends for 4 core 150Sq.mm Aluminium conductor cable with suitable conducting socket. Termination to be done with proper crimping/ jointing compounds etc.	2	set		
7	Termination of cable ends for 70 Sq.mm Aluminium conductor cable with suitable conducting socket. Termination to be done with proper crimping/ jointing compounds etc	16	Nos		
8	Providing and installation of GI Earth Station with masonry earth check pit. Cost to include cost of all materials like 50mm dia, 3 M long GI pipe, Funnel, Charcoal, Salt etc and all labour, tools and tackles.	2	Set		
9	Providing and fixing of Aluminium Earth strip/conductor of 25mm X 6mm	200	Mtr		
	TOTAL				