



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

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e- TENDER NO: BL/CFS-KOL/WB PLATFORM/17-18

**TECHNICAL / COMMERCIAL BID**

Tender Document for

**SUPPLY & ERECTION OF MS STRUCTURAL WEIGH BRIDGE PLATFORM IN REPLACEMENT OF  
THE EXISTING ONE, INCLUDING DESIGN, ENGINEERING & FABRICATION FOR SARTORIOUS  
MAKE 80MT PIT MOUNTED WEIGH BRIDGE AT GATE-1 OF CFS-KOLKATA**

**DUE DATE & TIME**

**12.06.2017 BY 3.00 P.M.**

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### **NOTICE INVITING E-TENDER**

On line bids in Two Bid System are invited from the reputed and experienced Registered Vendors of the Company, who fulfill the eligibility criteria mentioned in the tender document under the Heading “General Terms & Conditions” or elsewhere, for undertaking the subject contract for **“SUPPLY & ERECTION OF MS STRUCTURAL WEIGH BRIDGE PLATFORM IN REPLACEMENT OF THE EXISTING ONE, INCLUDING DESIGN, ENGINEERING & FABRICATION FOR G SARTORIOUS MAKE 80MT PIT MOUNTED WEIGH BRIDGE AT GATE-1 OF CFS-KOLKATA”**.

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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 & ERECTION OF MS STRUCTURAL WEIGH BRIDGE PLATFORM IN REPLACEMENT OF THE EXISTING ONE, INCLUDING DESIGN, ENGINEERING & FABRICATION FOR G SARTORIOUS MAKE 80MT PIT MOUNTED WEIGH BRIDGE AT GATE-1 OF CFS-KOLKATA |
| 2     | Tender No                            | e- TENDER NO:BL/CFS-KOL/WB PLATFORM/17-18   |
| 3     | Validity Of Offer                    | 120 days from the date of opening of the price bid  |
| 4     | Completion Period                    | <b>12 weeks.</b>  |
| 5     | EMD                                  | <b>Rs.10,000.00(MSME/NSIC Reg. Vendors are exempted)</b>  |
| 6     | Downloading / Submission of Tender : |   |
|       | a. Starts on                         | <b>31.05.2017</b>   |
|       | b. Closes on                         | <b>12.06.2017</b>   |
| 7     | Opening of Tenders                   | <b>On or after due date and time for submission.</b>  |

### **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. Service Tax 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.10,000/- (**Rupees Ten Thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO/BG for EMD 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 Tender Fee and 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.

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

#### 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.

- **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.

- **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 & Responsibility**

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 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 successful tenderer shall have to undertake the following work:

The tender is meant for undertaking & executing all works through various steps of works/ jobs as briefed in BOQ. All job needs to be undertaken complying the BOQ specifications, Technical Specifications, Safety Clause and General Terms & Conditions mentioned in the NIT/Tender Document.

The Scope of work of this tender consists of providing material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc for the above mentioned subject works , at our Container Freight Station, as described in condition of contract, Priced schedule and as mentioned elsewhere in this tender.

Supply & Erection of MS Structural Weigh Bridge Platform In replacement of The existing one, Including Design, Engineering & Fabrication for a Sartorius Make 80MT Pit Mounted Weigh Bridge of Size 3m X 16m ,at Gate-1 of CFS-Kolkata. Job to comply with Technical Specifications, Scope of Work Safety Clause, Recommended make etc as detailed above. Weight of newly supplied structural platform shall not less than 11(eleven) Ton(Metric Ton). For more details refer Price Schedule(BOQ) below.

Work shall also include dismantling of the existing structural platform and include Testing , Verification and Stamping by Legal Metrology

## **TECHINICAL SPECIFICATION COMPLIANCE**

1. Pit-mounted platform size: 16mx3m, Sartorius make having 8 No. 50t Load Cells
2. Structure should 100% match with the existing civil foundation for load cells and other accessories
3. Platform drawing should be approved by OEM (Sartorius) so that overall performance of the WB is not affected with new platform
4. Dead load of platform should be 11 MT +
5. Downtime allowable 10 days.

### **Recommended brand of materials:**

- Steel member shall be of SAIL/TISCO/JINDAL.
- .Cement to used for civil & masonry work as may be required for repair maintenance works shall be ACC/ULTRATECH/ LAFARGE/ GRASHIM or equivalent & approved make.

### **VENDOR'S SCOPE OF SUPPLY AND WORK**

- The above work will be taken up on Turnkey Contract basis, including Designing, Engineering,

Fabrication with supply of all materials, tools & machineries, manpower and transportation of materials EXCEPTING what has been covered under BL's scope of supply/work as under.

- Dead Load beyond Standard Weights to be brought by Vendor as per norms of Weights & Measures , Legal Metrology, Govt. of West Bengal.
- Necessary repair/modification of the base civil foundation etc. to be done by successful vendor at their cost and no extra amount shall be charged by them .
- Vendor shall provide non-slip strips on top of the platform, Knife-edges, Bearings and Up-pull links etc. complete.
- Complete Verification, Testing and Stamping including liaison with Legal Metrology for Weights & Measures, Govt. of West Bengal.
- Provide required skilled/unskilled labour, materials and Test Weights of 20MT with transportation etc. all complete to undertake & install & commissioning of the modified Weigh Bridge.

#### **BALMER LAWRIE'S SCOPE OF SUPPLY & WORK**

- Handling Equipment/ Crane facility for heavy materials handling/installation/lifting etc.
- Free Electricity and water as would be required for execution of the job.
- Any unusable materials generated out of the dismantling of the existing of existing WB PLATFORM is the property of BL. Vendor may opt for Buyback of the steel as per their price rate to be quoted as per item-2 in Price Schedule.

### **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.<br><br>** Enquiry to be conducted & further action to be taken as per recommendations of the Committee |
|------------------------------|--|--|

#### **MODE OF DEDUCTION OF PENALTY**

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1<sup>st</sup> violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority 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

### **CASE 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; ;

## **CASE 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. ELIGIBILITY CRITERIA FOR TECHNO-COMMERCIAL BID**

- a) Payment of Interest Free EMD of Rs. **[10,000/-]**. *However, MSME/NSIC bidders are exempted from submission of EMD.*
- b) **Have full fledged Office Set up at Kolkata with Vat/Service Tax Registration.**
- c) **Owned Service Set-up/reputed service dealer at Kolkata.**
- d) Should have minimum Average Financial Turnover of Rs. **[4 Lacs per year during the last 3 financial years.]**
- e) The Bidder should have successfully executed similar works / related civil works of cost not less than any of the following values during past five years ending 31st March, 2017 :-
  - i. 3 jobs each of value not less than 4.0 Lakhs
  - ii. 2 jobs each of value not less than 6.0 lakhs
  - iii. 1 job of value not less than 10.0 lakhsDocumentary evidence to be uploaded/submitted.
- f) The bidder must have PF registration.
- g) The bidder must have ESI registration.
- h) 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.

### **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 [Technical-Commercial] Bid Opening

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

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[B] Price Bid Opening.

### 4. ACCEPTANCE OF OFFERS

4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

4.3 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 L-1 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.

4.5 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

4.6 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

- 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

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to

increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be kept valid for acceptance for a 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(s).

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## 8. 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.

## 9. SECURITY DEPOSIT / EMD

The bidder should submit Earnest Money of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case bidder revokes or withdraws its offer within validity of the offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. EMD of unsuccessful bidder shall be refunded without interest after finalisation of the contract. However, EMD of successful bidder shall be retained as Security Deposit till the completion of the contract/job. The Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of acts of omission/commission/gross negligence on the part of the contractor or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie to its customers or failure of the successful bidder to execute the work as per terms and conditions of the contract without prejudice to the other right or action that the Company is entitled to. The Security Deposit after adjustment, if any, may be refunded to the contractor after successful completion of the contract and after settlement of all dues. No interest shall be payable on the security deposit.

## 10. RATE

Rates to be quoted as per Price Bid Schedule attached. Rates should be inclusive of providing materials, labour costs, fabrication, tools and tackles, transport costs etc as required and rates to be quoted shall be **inclusive of all duties & charges except for Service Tax** (if any) which shall be paid by BL extra as applicable. The rate should be kept firm during the period of contract. No additional charges of any nature would be paid by Balmer Lawrie & Co Ltd over and above the quoted rate.

## 11. PAYMENT TERMS:

- **70%** of Purchase Order value shall be paid on receipt of the materials along with all structural steel etc.
- **20%** shall be released after due Installation, Commissioning, Certification & Stamping by Statutory Authority(i.e Legal Metrology) and
- Balance **10%** shall be retained by us for one year as Retention Money for Warranty/Defect Liability Period. However, the same may be released against Performance Bank Guarantee of equivalent amount.

## 12. COMPLETION PERIOD

The entire work shall be completed within **12 weeks** from the date of awarding the job. Out of 12 weeks tentatively 10 weeks is for supply of Fabricated Structural new Platform at site and a total of 10 days Dismantling of old platform, installation of new platform ( i.e a maximum of 10days down time) from handing over the site. Time is the essence of the contract.

## 13. INSURANCE

The contractor should take necessary insurance for their technicians and labourers who will be working within the BL premises for fabrication , erection of the tower and allied jobs. A copy of such policy is required to be provided to BL-CFS.

## 14. LABOUR LAW

The Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men/women employed by them in executing the contract. The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contractor to comply with all or any of the Acts and Regulations, of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Coverage of ESIC/WC for operator/helper to be undertaken by contractor copy of which is to be provided to BL-CFS, failing which BL will deduct at the applicable rate of ESI contribution from contractor's bill and the same will be deposited with the concerned Authority.

Contractor shall be responsible to settle all the disputes with Workmen engaged by them. Contractor shall 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 related to employment. Notwithstanding the above the contractor should adhere to all employment regulations such as Minimum Wage Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, Provident Fund Act, Gratuity Act, Employees State Insurance Act, Bonus Act, etc.

The Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.

Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the Company for the services rendered other than the fixed rates as covered in this tender.

## 15. COMPENSATION FOR DELAY

- (i) In the case of delay in completion of the total job by reason of contractor's fault, the Contractor shall pay compensation to the Owner @ **0.5%** of the total phase wise value for every week of delay or part thereof subject to a maximum of **10%** of the total Contract value. The penalty will be calculated phase-wise.
- (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.

#### 16. 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.

#### 17. ARBITRATION

Any dispute or difference arising under this Contract shall be referred for adjudication at Chennai 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.

#### 18. ALTERNATIVE ARRANGEMENT

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

### DECLARATION

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No.:BL/CFS-KOL/WB PLATFORM/17-18 and hereby confirm our acceptance of the same.**

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :



**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.<br><br>Provide Certificate of SC/ST if applicable. |                   |

**BOQ(Price Bid)**

| SL. NO. | DESCRIPTION OF ITEM  | QTY | UNIT | RATE | AMOUNT |
|---------|--|-----|------|------|--------|
| 1       | <p>Supply &amp; Erection of MS Structural Weigh Bridge Platform In replacement of The existing one, Including Design, Engineering &amp; Fabrication for a Sartorious Make 80MT Pit Mounted Weigh Bridge of Size 3m X 16m ,at Gate-1 of CFS-Kolkata. Job to comply with Technical Specifications, Scope of Work Safety Clause, Recommended make etc as detailed above. Weight of newly supplied structural platform shall not less than 11(eleven) Ton(Metric Ton).</p> <p>Above cost also to include dismantling of the existing structural platform and include Testing , Verification and Stamping by Legal Metrology and handing over to Balmer Lawrie for weightment.</p>  | 1   | No   |      |        |
| 2       | <p>Less : Buyback cost of the entire old <b>steel structural platform</b> with all allied steel items like supporting <b>steel ISMB, MS Channel, MS Angle</b> as dismantled from the Weigh Bridge. Vendor shall cut the old structural platform to suitable size as may be required by him to take out the item from our premises. The Amount of buyback shall be determined on weight of scrap steel generated from this dismantled platform.</p> <p><b>All tools, tackles, gas cutter, welding cutter, all types of skilled, semiskilled and unskilled labours shall be arranged &amp; cost for the same be borne by the bidder.</b></p> <p><b>(Quantity of recovered steel as mentioned is indicative only and BL does not stands any guarantee for the same)</b></p> | 8   | MT   |      |        |
|         | Net amount   |     |      |      |        |