



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[P-3/1, Transport Depot Road Extension, Kolkata-700088.

Phone No 24506811 /24506816, Fax No. 24498355

E-mail: sett.a@balmerlawrie.com

CIN - L15492WB1924GOI004835

e- TENDER NO: BL-CFS/Single Storied Bldg/18-19

TECHNICAL / COMMERCIAL BID

Tender Document

**TENDER FOR CONSTRUCTION OF A SINGLE STORIED
LT PANEL ROOM BUILDING AT CFS,KOLKATA- 700 088**

DUE DATE FOR SUBMISSION

22.03.2019 BY 6.00 P.M.

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	6
5	Technical Specifications/Special Conditions of Contract	7
6	Safety Clause	8-11
7	General Terms and Conditions	11
8	Declaration accepting terms & conditions by bidder	16
9	Particulars of the organization	17
10	Price Bid	18-24

NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from the registered Civil Job Vendors of Balmer Lawrie , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract **FOR CONSTRUCTION OF A SINGLE STORIED LT PANEL ROOM BUILDING AT CFS,KOLKATA- 700 088**

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	TENDER FOR CONSTRUCTION OF A SINGLE STORIED LT PANEL ROOM BUILDING AT CFS,KOLKATA- 700 088
2	Tender No	e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Completion Period	12 WEEKS
5	EMD	Rs.10,000.00
6	Downloading / Submission of Tender :	
	a. Starts on	12.03.2019
	b. Closes on	22.03. 2019
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
- Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last two years
- Certificate from bankers about financial soundness.

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 ascertaining their qualification.
- 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.
- 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.10,000/- (**Rupees Ten Thousand only**) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors Certificate of MSME(Micro & Small only)/ NSIC must be submitted in hard copy for considering their exemption from EMD. **MSME(Micro & Small only)/ 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 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.**

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 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.

HELPDESK 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:			
Nodal officer [For Escalation]: C1 India Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- ritabrata[chakraborty@]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
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 & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

- 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 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.
- 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.

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 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 BalmerLawrie.

Scope of Work

The tender is meant for Construction of a Single Storied RCC LT Panel Room & Allied civil jobs as required for accommodating new LT Panel for Upgradation of Electrical Substation set-up at CFS, Kolkata-700088, as per steps of works/ jobs as briefed in BOQ. All job needs to be undertaken complying the BOQ specifications, Technical Specifications / Special Conditions of Contract and General Terms & Conditions mentioned in the NIT/Tender Document and drawing attached herewith and as may be issued from time to time.

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, P-3/1, Transport Depot Road , Kolkata-700088 and complying Safety Clause, Priced schedule etc. as mentioned elsewhere in this tender.

TECHNICAL SPECIFICATIONS/SPECIAL CONDITIONS OF CONTRACT

1. All work must be done in compliance with respective IS code of practice.
2. **Drawings:** Two copies of all drawings (if applicable), shall be furnished by the Balmer Lawrie. to the Contractor for his own use until the completion of the Contract, and shall be accessible at all reasonable times to Balmer Lawrie or their representatives. All-important drawings are to be mounted on boards and placed in racks and indexed.
3. **Contractor to inspect site :** The Contractor shall visit and examine the construction site and satisfy himself at his own cost as to the nature of the existing roads or other means of communications, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own information. Any misunderstanding or incorrect information on any of these points or on the grounds of insufficient description, will not be allowed.
4. **Setting out:** The Contractor shall set out the site in accordance with the plans. All grid/centerlines shall be pegged out to the satisfaction of the Balmer Lawrie. The Contractor shall be responsible for the correctness of the lining out and any inaccuracies are to be rectified at his own expense. He will be responsible for taking levels of work at the site before setting out and recording them without any extra charge.
5. **Materials workmanship & samples:** Materials shall be of approved quality and the best of their kind available and shall generally conform to relevant I.S. specifications. The Contractor shall order all the materials required for the execution of work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Balmer Lawrie. Before ordering materials, the Contractor shall get the samples approved from the Balmer Lawrie well in advance.
6. **Testing of work and material:** The Contractors shall, if required by the Balmer Lawrie, arrange to test materials and/or portions of the work at his own cost in order to prove their soundness and efficiency. If after any such test the work or portion of work is found in the opinion of the Balmer Lawrie to be defective or unsound, the Contractor shall pull down and redo the same at his own cost, defective materials and the debris shall immediately be removed from the site.
7. **Work program weekly progress report:** The Contractor shall prepare and submit to Balmer Lawrie for approval, a bar chart showing the program of construction of various items, fitted within the period stipulated for completion, along with submission of the tender. The Contractor shall also furnish necessary particulars to the Balmer Lawrie for compiling weekly progress reports in the form furnished by the Balmer Lawrie.

8. **Clearing of site:** The Contractor shall after completion of the work clear the site of all debris and left over material at his own expense to the entire satisfaction of the Balmer Lawrie and municipal or other public authorities.

9. Material Specifications

All materials to be used at site should be shown and get approved prior to use by Engineer-In-Charge.

10. Structural steel members to be used shall be of standard approved code and quality.

11. Sand to be used for PCC/RCC work etc. should be coarse brown sand.

12. All reinforcement steel shall be ISI approved Ribbed -Tor steel only.

13. Cement to be used for the work shall be PPC grade conforming to IS: 1489 for PCC as well as RCC and should be of reputed make only.

14. After dismantling, Bidder should handover all left-over structural steel fittings and scrap to Balmer Lawrie and nominated place within CFS.

15. Demolition

Before any demolition work is commenced and also during the process of the work:

- a) All roads open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floors roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

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

- The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
- Annexure – 1 & 2 are enclosed herewith.
- 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.
- 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
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MODE OF DEDUCTION OF PENALTY

- 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.
- 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 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 - I

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

01. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs 10,000/-. In case of MSMED(Micro & Small category only) /NSIC vendors , a photocopy of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) The Bidder should have successfully executed similar works / related civil works of cost not less than any of the following values during past Seven years ending 31st March, 2018 :-
 - i. 3 jobs each of value not less than 4.5 lakhs
 - ii. 2 jobs each of value not less than 6.0 lakhs
 - iii. 1 job of value not less than 9.0 lakhs
- c) Should have minimum Average Financial Turnover of Rs. 4.0L per year during the last 3 financial years ending with March 2018(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)

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

- e) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided on bidder 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 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.

Bidder to quote for all items and evaluation of L-1 bidder would be made in totality for all items.

03. Tender Opening

[A] Unpriced [Technical-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.

04. Acceptance of offers

4.1 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.

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

4.3 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.

4.4 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.

4.5 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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

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

05. Negotiations

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

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

06.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 period of minimum 120 days from the date of opening the price Bid.

07. 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.

08. 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).

9.0 Power & Water

Power for general lighting required for the work shall be provided by the company. Also water as may be required in the process of executing the job shall be provided by Balmer Lawrie free of charge. **BL with provide connection at one point only and further tapping or connection is contractor's responsibility.**

10. Time of Completion:

12 (TWELVE) WEEKS from the fifteenth day after the date of written orders to commence the work or from the date of handing over of the site, whichever is later,(in accordance with the phasing, if any).

11. Payment Terms

11.1 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 10days from the certification given by Engineer-In-charge.

- 11.2 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.
- 11.3 95% of the of bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 11.4 Balance 5% of the payment of bill amounts will be withheld as "Retention Money" and will be released after completion of Defect liability period. The above amount can also be released against submission of Bank Guarantee of the equal amount, which shall be **valid for 12 months (12)** from the date of issue of completion certificate by the Engineer-In-Charge.

12. 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.

13. 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.

14. 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.

15. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/**she** has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

16. Sub-letting of Work

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

17. 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.

18. Government and Local Rules

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

have been include in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the owner against such liabilities and shall defend all actions arising from such claims o liabilities.

19. 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.

20. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed **mutually** 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/ Single Storied Bldg/18-19, 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	GST Registration. No.	
12	Whether copy of GST 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.	

PRICE PART : BOQ

**A SINGLE STORIE LT PANEL ROOM AT CFS, P-3/1TRANSPORT DEPOT
ROAD, KOLKATA-700088**

Item no	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
	SCHEDULE-A : FOUNDATION & UPTO PLINTH LEVEL [item No. 1-10] and GROUND FLOOR LEVEL [item no. 11-31]				
1.	Dismantling and removing carefully all types of brick masonry by manually or pneumatically -125 mm th.or 250 mm thick. With plastering or concrete work, including RCC work etc., including removal of the stripped plaster debris from all levels outside the premises in conformity with local municipal regulations including all incidentals expense complete.Including scaffolding with proper safety arrangement).	CUM	5		
2.	Earthwork in excavation manually or by using excavators of foundation trenches or drains. In all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75m as directed. Depth of excavation not exceeding 1500 mm.	CUM	35		
3.	Earth work in filling in foundation trenches or plinth with good earth, in layer not exceeding 150 mm. including watering and ramming etc. Layer by layer complete. (payment to be made on the basis of measurement of finished quantity of work). 1/5 of earth work in excavation of foundation).	CUM	16		
4.	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by through saturation with water, ramming complete including the cost of supply of sand. (Payment to be made on measurement of finished quality)	CUM	3		
5.	Single Brick Flat Soling of picked jhama bricks	SQM	20		

	including ramming and dressing bed to proper level and filling joints with local sand				
6.	<p>Pre-Construction Anti-termite measures: Anti-termite treatment to bottom surface (in case of masonry foundation and basements) and the sides (upto a height of 300 mm from bottom) of the excavation trenches with chemical emulsion by admixing chloropyrofos emulsifiable concentrates (1% concentration) with water by weight at the rate of 5 Litres per sq.m. area. The work shall be carried out as per specification described in 6.2.1. of code IS- 6313 (part-II) 1981. (Mode of measurement will be the plan area of foundation treated.)</p> <p>Anti-termite treatment to the top surface of the consolidated earth within plinth walls with chemical emulsion by admixing chloro-pyrofos emulsifiable concentrates (1% concentration) with water by weight at the rate of 5 Liters per sq.m of the surface before sand bed or sub-grade is laid. Holes up to 50 mm. to 75 mm. deep at 150 mm center to center both ways shall be made with 12 mm, diameter mild steel rod on the surface to facilitate saturation of the soil with the chemical emulsion. The work shall be carried out as per specification described in para 6.4 of code IS-6313 (part-II) 1981. (Mode of measurement will be per Sq.m. of plan area of plinth treated.) [Rate to be quoted combined for both bottom surface and top surface]</p>	<p>SQM</p> <p>SQM</p>	<p>29</p> <p>29</p>		
7.	Controlled Cement concrete with well graded stone chips (20 mm graded nominal size) excluding shuttering and reinforcement with	CUM	26		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	complete design of concrete as per IS : 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of Engineer-in charge. Consumption of cement will not be less than 300 Kg of cement with Super plasticizer per cubic meter of controlled concrete but actual consumption will be determined on the basis of preliminary test and job mix formula. In foundation.[using concrete mixture]M 20 Grade (mix 1:1.5:3)				
8.	Providing, bending, of Reinforcement : TMT bars conforming to Grade Fe- 500D or higher from approved make	MT	2.3		
9.	Brick work with 200 mm 1st class bricks with cement mortar (1:4) (a) In foundation and plinth	CUM	18		
10.	25 mm thick damp proof with cement concrete (1:1.5:3) (with graded stone aggregate 10 mm normal size) and painting the top surface & Supplying and laying Polythene Sheet (150 gm/ sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	SQM	46		
11.	Controlled Cement concrete with well graded stone chips (20 mm graded nominal size) excluding shuttering and reinforcement with complete design of concrete as per IS : 456 and relevant special publications, submission of job mix formula after preliminary mix design after testing of concrete cubes as per direction of Engineer-in charge. Consumption of cement will not be less than 300 Kg of cement with Super plasticiser per cubic meter of controlled concrete	CUM	17		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	but actual consumption will be determined on the basis of preliminary test and job mix formula. In ground floor.[using concrete mixture]M20 Grade (mix 1:1.5:3)				
12.	Providing, bending, of Reinforcement : Reinforcement for reinforced concrete work in all sorts of structure including distributions bars, stirrups, binders tc. Initial straightening and removal of loose rust (if necessary) cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 Gauge black annealed wire at every inter section complete as per drawing, design and erection. TMT bars conforming to Grade Fe-500D or higher from approved make	MT	1.6		
13.	Providing and fixing shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor)Steel shuttering or 9 to 12 mm thick approved quality ply board shuttering in any concrete work with Marine plywood formwork / Curved formwork.	SQM	156		
14.	Providing and laying BRICK WORK : 1st class brickwork of width 200 mm. with non-modular bricks in cement and sand mortar (1:4), (a) In superstructure ground floor	CUM	28		
15.	Providing and laying of Plaster (to wall, flor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/ staging where necessary [Excluding cost of chipping over concrete surface] (a) 20 mm thick plaster (b) With 1:6 cement mortar	SQM	135		
	Plaster work as above with 15mm thick plaster [with specs. Of item 16 above]	SQM	175		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	Plaster work as above with 10mm thick plaster [with specs. Of item 16 above]	SQM	37		
16.	Providing and mixing of equivalent approved liquid water proofing admixture as per the manufacturer's specification including cost of material , complete, with all brick works as per drawing and instruction of the Engineer.	LITRS	20		
17.	Labour for Chipping of concrete surface before taking up Plastering work.	SQM	46		
18.	Providing and laying Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. NOTE: Cement 0.152 cu.m per 100 sq.m.	SQM	10		
19.	Providing and applying Acrylic Distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothening of surface. Cost to include materials, labour, scaffolding & others complete.	SQM	120		
20.	Providing & applying after surface preparation for smoothening the surface 2 coats of standard exterior paint over a coat Of primer as per colour code mentioned to the exterior walls & pillar of this building. Cost to include materials, labour, scaffolding & others complete.	SQM	97		
21.	Providing and applying Priming one coat on sheet or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc. Cost to include materials, labour, scaffolding & others complete.	SQM	48		
22.	Providing and applying Painting with best quality synthetic enamel paint of approved make and brand including smoothening by sand papering etc. including using of approved putty etc. on the surface Cost to include materials, labour, scaffolding & others complete.	SQM	48		
23.	Supplying, fitting and fixing PVC pipes of approved make of Schedule 80 (medium	MTS	10		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	<p>duty) conforming to ASTM – 1785 and threaded to match with GI Pipes as per IS: 1239 Part – I), with all necessary accessories, specials viz. Socket, bend, tee, union, cross, elbo, nipple, long screw, reducing socket, reducing tee, short piece etc. fitted with holder bats clamps, including cutting pipes, making threads, fitting, fixing etc. complete in all respect including cost of all necessary fittings as required, jointing materials and two coats of painting with approved paint in any position above ground rain water down comer (Payment will be made on the centre line measurements of total pipe line including all specials. No separate payment will be made for accessories, specials. Payment for painting will be inclusive) Cost to include materials, labour, scaffolding & others complete. For Exposed Work. 110 mm. dia. Medium quality.</p>				
24.	<p>Supply, transport and fixing in position precast concrete elements with nominal mix (1:1.5:3) concrete (with 20mm & down stone aggregate and characteristics strength of 20 N/mm²) for trench / drain cover, slabs etc. including formwork, curing, preparation of casting yard etc. complete with all materials, labour, lead and lift. (Reinforcing steel shall be paid separately against relevant item rates included in the tender) : 100 mm thick slab. Cost to include materials, labour, scaffolding & others complete.</p>	CUM	4		
25.	<p>Supplying, fitting and fixing windows and ventilators with or without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket,</p>	K.G	250		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete (1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect including glazing. Cost to include materials, labour, scaffolding & others complete.				
26.	ROLLING SHUTTER ENCASEMENT Providing & fixing rolling shutters encasement fabricated out of 19mm thk. BWR B3 finished with 1.0mm thk. laminate for top, sides, front and bottom with necessary openable pallah at bottom, hardware including. locks, hinges & handles. The job to be completed as per approval of the Architect. Cost to include materials, labour, scaffolding & others complete.	set	2		
27.	Supplying fitting and fixing steel rolling grills Link type, shutter with 18 B.G .of approved type steel to the section 75mm wide, fitted with coil wire spring to necessitate the fitting of required Nos. of C.I. Pulleys on heavy type solid drawn seamless steel tube complete with locking arrangements both inside and outside specially built-up side guide channels including providing a hood for the steel rolling shutter in the room, painting two coats of approved : Mechanical Gear Operated .Cost to include materials, labour, scaffolding & others complete.	SQM	12		
28.	Providing and laying cement based roof water proofing of approved agency with brick bat coba (average 115mm thick) filling the joints and laying top layer with jointless plaster, finished smooth with trowel and marked false squares of 300mm sizes. The treatment shall be carried upto inner side of parapet wall and upto 300 mm	SQM	30		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

	height with a round Vata all complete as directed. Waterproofing work shall carry a written guarantee of 10 years from the approved agency / contractor. Cost to include materials, labour, scaffolding & others complete.				
29.	Supply, laying, connection & testing of light, fan point, including wiring by 2 X 1.5mmsq. (2x3/.029) + 1 X 1 mmsq. PVC insulated copper flexible wire maintaining the colour code as per direction in PVC conduit of 20mm with ISI mark 1.5 PVC wall thk. to conceal in wall partition mending good the damage, complete with PVC circular box, bend to be done as per drawing including 3 point ceiling rose where ever required, GI saddle to be used for fixing, PVC conduit/flexible pipe may use if required in partition wall. All PVC pipes should be with ISI mark. No joints will be allowed inside pipe, Light, fan & plug point complete with modular type switch plate & MS box . Including the main circuite line 2 x 2.5 mm.sq + 1 x 1.5 mmsq. earth PVC insulated Cu. Wire maintaining the colour code. Circuit line for lighting switch board, 6 Amps plug board are to be drawn from lighting DB to Lighting board & 6A plug point board, 6/16 Amps plug point line are to be drawn from power Main to DB& DB to Boards. 3 Nos. lighting board/ 03 Nos. 6 Amps plug are to be connected from one circuit& 02 Nos. 6/16 plug to be connected from one circuit Cost to include materials, labour, scaffolding & others complete. Lighting pint complete with modular type switch, plate, M.S. conceal box. Point - 1 Light point control by 01 switch.	NO	4		
30.	Providing and fixing Exhaust fan point same as item No. 1a complete with modular type switch plate & MS conceal box & 3 pin ceiling. Cost to include materials, labour, scaffolding & others complete.	NO	1	----	

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL-CFS/ Single Storied Bldg/18-19.

31.	Supply, Installation, testing & commissioning of 4'-0" long 22W TL LED tube light & 225 mm dia heavy duty Exhaust fan 230 volt A.C.	NO	2	----	
GRAND TOTAL					