



बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

BALMER LAWRIE & CO. LTD.

(A Government of India Enterprise)

Multi Modal Logistics Hub (MMLH)

SBU – Logistics

30-15-154/4F2, 5th Floor, GKP Heavenu,

Dabagardens Main Road, Visakhapatnam - 530020

TENDER DOCUMENT

for

**Design, Supply, Installation and Commissioning & necessary
Statuary Approvals of 3 Nos 80 MT Pit Type Static Electronic
Weigh Bridge for Multi Modal Logistics Hub at Visakhapatnam,
Andhra Pradesh**

Tender No. MMLH / SWB / PT / 20

Date: 20.07.2017

Due Date: 09.08.2017, 16:00 Hrs

PART – I (UNPRICED)

TENDERER'S CHECKLIST POINTS (Tenderer shall require filling in the table below appropriately):

Sl. No.	Check list points	Bidder's /Submission	Confirmation (Yes / No)
<u>PQ Criteria</u>			
1	Demand Draft for Tender Fees of Rs 5,000/-		
2	Demand Draft or Bank Guarantee for Earnest Money Deposit of Rs 24,000/-		
3	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)		
4	Audited Annual Reports for Last 3 financial years ending 31 st March,16.		
4.1	Turnover in FY 2014-15		
4.2	Turnover in FY 2015-16		
4.3	Turnover in FY 2016-17		
5	Work Order / Purchase Order with detailed Schedule of Work/BOQ and Completion Certificates for similar work as per required pre-qualification criteria		
6	Original Solvency Certificate of 19 Lacs (Not older than 6 months)		
7	PAN		
8	GST Registration		
9	Provident Fund Registration		
10	GST Registration		
11	IT Return for Last Three Financial Years ending March 17		
12	HSE Compliance as per Appendix-A & B under Special Conditions of Contract		
13	Original Power of Attorney of the Signatory signing the tender document		
14	Names of NIT / IIT/ Government Universities (2 nos) of repute from where the bidder would get their design vetted for Static Weigh Bridge		
<u>Other Conditions</u>			
15	List of Work Executed for the past 7 years as per Attachment –VI under General Conditions of Contract		
16	List of Work in Progress as per Attachment –VII under General Conditions of Contract		
17	Confirmation on Time of Completion of job within 4 months		
18	Project Implementation Schedule for Supply and Erection of Static Weigh Bridge		
19	Stamped and Signed Tender Document along with addendum/corrigendum		
20	Confirmation of ' NO DEVIATION' from Tender		
21	Confirmation of Bid Validity of 120 days		

Mention Turnover

Indicate certificate/registration no also

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- | | |
|---|--|
| 22 Whether the tenderer is a relative of any of the Directors of Balmer Lawrie & Co. Ltd. If the tenderer is a firm, is any of BL's Directors or any of their relatives partners in the tenderer's firm. If the tenderer is a company registered under company's Act, 1956, whether any of BL's Directors is a member of Director of the company. | |
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Hard copies of the above confirmatory documents must be sent before due date of submission of online tenders

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NOTICE INVITING TENDER

Tender No. MMLH / SWB / PT/ 20

1.0 TENDER INVITATION

Balmer Lawrie & Co. Ltd. invite **ONLINE BIDS** from experienced, competent and resourceful vendor with sound technical and financial capabilities for **Design, Supply, Installation and commissioning & necessary statutory approvals of 3 Nos. 80 MT (18MX3M) Pit Type Static Electronic Weigh Bridge** for Multimodal Logistics Hub at Visakhapatnam, Andhra Pradesh being set up by Visakhapatnam Port Logistics Park Limited (VPLPL), a fully owned subsidiaries of Balmer Lawrie & Company Limited which will eventually become Joint Venture Company between Balmer Lawrie & Co. Ltd. and Visakhapatnam Port Trust.

The prospective bidders must note that Balmer Lawrie & Co. Ltd. is involved only to the extent of tendering & finalization of the order. The order on the successful bidder would be placed by Visakhapatnam Port Logistics Park Limited, having its registered office at 21, Netaji Subhas Road, Kolkata -700001, Correspondence address at 30-15-154/4F2, 5th Floor, GKP Heavenu, Dabagardens Main Road, Visakhapatnam - 530020, India, Tel: + 91 891 2564933.

2.0 SCOPE OF WORK

The tender under reference covers **Design, Supply, Installation and commissioning & necessary statutory approvals of 3 Nos. 80 MT (18MX3M) Pit Type Static Electronic Weigh Bridge** etc as mentioned in Schedule of Work, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), technical specifications and drawings along with all enabling work as may be required for successful completion of the job. The Civil Work is not in the scope of the bidder. However inputs for preparing Civil Foundation drawing is in bidder's scope.

3.0 COMPLETION PERIOD

Time is the essence of the contract. The time schedule for total work according to the contract shall be as per the following:

- a. Supply at site within three (3) calendar months from the date of placement of purchase order or LOI whichever is earlier.
- b. Installation & commissioning within one (1) calendar month time from the date of handing over of site.

4.0 TENDER FEE

Tender fee of **Rs 5,000/- (Rupees Five Thousand Only)**, which is non-refundable, by means of a demand draft drawn in favour of Visakhapatnam Port Logistics Park Limited on any Scheduled Bank payable at par at Kolkata should be submitted by the tenderer along with the un-priced part (Part-I) of the tender.

5.0 EARNEST MONEY DEPOSIT

- 5.1 Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of **Rs 24,000.00 (Rupees Twenty Four Thousand only)** towards earnest money deposit (EMD) executed by any scheduled bank drawn in favour of M/s Visakhapatnam Port Logistics Park Limited. payable at Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should be valid for a minimum period of **150 days** after the due date of tender submission.
- 5.2 Earnest Money deposit (EMD) and Tender fee are exempted for vendors registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates

covering the tendered items/services. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted along with the tender.

- 5.3 For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- 5.4 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by BL /VPLPL.
- 5.5 EMD is liable to forfeiture in the event of:
- a) Withdrawal of offers during validity period of the offer
 - b) Non acceptance of orders by the bidder within the stipulated time after placement of order.
 - c) Any unilateral revision made by the bidder during the validity period of the offer.
 - d) Non submission of Security Deposit.
 - e) Bidders submitting false/fabricated/bogus documents in support of their credentials

6.0 PRE-QUALIFICATION CRITERIA

The prospective tenderers shall fulfill the following pre-qualification criteria –

6.1 Tender Fee, EMD or NSIC/MSME Registration Certificate

Submission of Tender Fee & EMD or Original Notarized Copy of valid NSIC/MSME Certificate with clear mention of weighbridge job along with the Unpriced Bid as mentioned above. Tender Fee & EMD in original shall reach to our office on or before the due date of submission of offer failing which bid will be rejected.

6.2 Turnover Criteria

Average annual turnover of the tenderer shall be minimum of **Rs 43 Lacs** during last 3 (three) financial years ending 31st March, 2017. Audited Annual Reports for Last 3 financial years ending 31st March, 2017 shall be submitted in support of that.

6.3 Past experience

- 6.3.1 The bidder should have a minimum experience of seven (7) years in **Design, Supply, Installation and commissioning & necessary statutory approvals of Static Electronic Weigh Bridge** of similar capacity as mentioned in the tender technical specification. Copy of similar work order along with completion certificates copies shall be submitted in support of the same.

The tenderer should have successfully executed **similar job of Design, Supply, Installation and Commissioning of 80 MT pit type Static Electronic Weigh Bridge** of the following minimum values during past seven years ending 31st March, 2017.

- a. 3 jobs each of value not less than **Rs 19 Lacs** or
- b. 2 jobs each of value not less than **Rs 24 Lacs** or
- c. 1 job of value not less than **Rs 38 Lacs**

Copy of work orders and satisfactory completion/ commissioning certificates from the owner or from their consultant should be enclosed as supportive documents. In the event the consultant issued completion certificate on owners' behalf for a particular job, copy of order issued by the owner to the consultant shall also require to be furnished.

Bidder should submit the list of plant and machinery they own. In case of out sourcing the fabrication work bidder needs to indicate name of agency with proof of ownership of plant and machineries by the agency. The minimum equipments the bidder needs to own / allocated for this project are listed below –

SI No	Name of the Machine	Nos
1	Drilling machine	02
2	Cutting machine	02
3	Welding machine	04
4	Grinding machine	02
5	Spot welding	01
6	Spanners set	02
7	Compressor	02
8	Gas Cutting Machine	02
9	Magnet Drill Machine	02
10	Shot blasting machine	01

6.4 Solvency Certificate

The tenderer must produce **Original Solvency Certificate** for **Rs 19 Lacs** from any Scheduled Bank not older than 6 (six) months from the date of opening of bid.

6.5 PAN, GST, ESI & PF Registration

Tenderers are required to submit attested photocopies of PAN, GST, ESI (if applicable), Service Tax registration and Provident Fund registration along, with Un-priced part of their offer, failing which their offer may be liable to be rejected. Bidder shall submit valid GST registration details.

6.6 Income Tax Return

Tenderers are required to submit Income Tax Return for Last 3 financial years ending March 2016.

6.7 Compliance with HSE Standards

Tenderers required to comply HSE standards as mentioned in Appendix – A & Appendix – B of this tender document. Compliance of HSE shall be considered as one of the pre-qualification criteria of the bidder.

6.8 Power of Attorney

The Power of Attorney or authorization letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorization or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only. However, a

notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.

7.0 TENDER DOCUMENTS

Tender Documents comprises two parts viz. Part-I (Un-priced) and Part-II (Priced). The Un-priced Part consists of Notice Inviting Tender, General & Special Conditions of Contract, and Technical Specification & Drawings. The Priced Part consists of Priced Schedule. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from **Mr. Sk Abu Jafor / Mr. Dhritiman Nandi**. Any clause defining offline bid submission in the tender document shall not be considered.

8.0 TENDER SUBMISSION

The intending bidders shall be deemed to have visited the site and familiarize thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions and non visit to site will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule.

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Name	Email IDs	Contact Nos
Ritabrata Chakraborty	ritabrata.chakraborty@c1india.com	+91-86979 10411
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Ujjal Mitra	ujjal.mitra@c1india.com	+91-77026 69806
Rajesh Kumar	rajesh.kumar@c1india.com	+91-96504 65143

The tenderer 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 tenderer will not be accepted on the e-procurement platform. All the tenderers who do not have digital certificates need to obtain Digital Certificate **(with both Signing and Encryption Components)**. They may contact help desk of M/s C1 India.

The tenderer shall invariably furnish the original Demand Draft in case of Tender fee and Demand Draft /BG for EMD and other relevant documents to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of tenderer. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. The

tenderer is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of hardcopies submission to avoid any discrepancy.

The bidders found defaulting in submission of hard copies of original Demand Draft in case of Tender fees and Demand Draft / BG for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder is requested to download the tender document and read all the terms and conditions mentioned therein and seek clarification if in doubt from **Sri Dhritiman Nandi**.

The bidder must keep track of the Addendum / Corrigendum / Amendment, if any, issued by the Tender Inviting Authority by visiting the Company's website (www.balmerlawrie.com) and e-procurement site (<https://balmerlawrie.eproc.in>) from time to time. No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company shall not be responsible for any claims/problems arising out of this.

The tenderer should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India is not responsible for incomplete bid submission by bidders. Tenderers may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Tenderers are advised to upload their documents and price bid well in time to avoid last minute rush on the server or complications in uploading.

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

9.0. ADDRESS FOR SUBMISSION OF HARD COPIES OF THE TENDER

The hardcopies (**2 sets in hardbound/spiral bound/box file, 1 Original+ 1 Photocopy**) as explained above and also defined in clause no. 3.05 under sealed envelope should reach the office of Project Head (VPLPL), Balmer Lawrie & Co. Ltd. at 30-15-154 / 4F2, 5th Floor, GKP Heavenuue, Dabagarden Main Road, Visakhapatnam 530020. Loose papers/documents as far as possible shall be avoided. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 5th floor at the above address during business hours (between 9.30 am and 6.30 pm). The price bid shall be filled and submitted in e-procurement website of Balmer Lawrie & Co Limited.

Any hardcopy of unpriced bid submitted to any other office of Balmer Lawrie other than above mentioned address shall not be considered under any circumstances.

10. SUPPLY OF MATERIAL

All materials required for the work shall be supplied by the vendor.

11. TAXES & DUTIES

Rates shall be inclusive of all taxes & duties e.g. GST, levies, excise, royalty, Octroi etc as applicable, however GST shall be quoted separately as per format given in the schedule of work. The Bidder shall ensure dispatches of his own manufactured as well as all bought out plant, equipment and materials directly to work site at Visakhapatnam. Please note that VPLPL shall avail Input Tax Credit (ITC) against Goods & Service Tax payment made by the vendor. Bidder shall submit valid GST registration details.

12. NON-CONFORMANCE

Tenders not conforming to the above mentioned requirements are liable to be rejected.

13. VALIDITY OF OFFER

Tendered shall keep their offer valid for a period of **120 days** from the date of opening of Unpriced bid.

14. RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (c) All entries in the tender documents should be in ink / type.
- (d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

15. LANGUAGE OF BIDS

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English or Hindi language only. Any printed literature furnished by the bidder may be written in any other language (other than English & Hindi) provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

16. LATE BIDS

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays. Office of Balmer Lawrie is closed on Sunday and holidays as per the company policy.

17. BID REJECTION CRITERIA

A bid may be rejected

- 17.1 If the bidder fails to send the EMD and Tender Fee amount along with the Unpriced Bid within the due date.
- 17.2 If the bidder does not meet the pre-qualification / technical criteria and /or non-submission of documents specified. Bids of those bidders who are not meeting the pre-qualification criteria will not be considered for further techno-commercial evaluation.
- 17.3 The deviations from the terms mentioned in the document are likely to affect in any way the scope, quality and performance of the work.
- 17.4 If a conflict of interest between the bidder and the company is detected at any stage.
- 17.5 If the bidders fail to produce all the original documents/credentials, photo copy of which has been submitted along with bid.
- 17.6 BL/VPLPL. Reserves the right to verify the particulars furnished by the bidder independently and to obtain feedback from clients/ other concerned agencies. Falsification/suppression of information shall lead to disqualification of the bidder / cancellation of contract even after award of work during the contract.
However, BL/VPLPL reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

18. OPENING OF BIDS

The bids will be opened online only in E-procurement portal <https://balmerlawrie.eproc.in>.

19.0 DEVIATIONS

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

20.0 RIGHT TO ACCEPT OR REJECT TENDER

M/s Balmer Lawrie & Co. Ltd. reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer (s) in the manner it considers suitable. In the event of receipt of lowest price from more than one (1) bidders, fresh price bids shall be invited from the lowest bidders only to determine final lowest bidder for placement of order. **The L1 bidder will be decided based on tax rules prevailing on the due date of the tender.**

21.0 CONTACT DETAILS

For any Technical clarifications / queries Tenderers are requested to contact **Sri Dhritiman Nandi (Landline no. 08912564933, e-mail: nandi.d@balmerlawrie.com)** (from 10.00PM to 06.00PM Monday - Friday).

For **Balmer Lawrie & Co. Ltd.**

M S RAO

SENIOR MANAGER – LIAISON

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1.0 DEFINITIONS

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings hereunder respectively assigned to them except where the context otherwise requires:

- 1.01 The "Owner / Employer" shall mean Visakhapatnam Port Logistics Park Limited, a wholly owned subsidiaries of Balmer Lawrie & Company Limited which will eventually become a Joint Venture Company, promoted by Balmer Lawrie & Co. Ltd. and Visakhapatnam Port Trust having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001 and shall include its successors and assigns.
- 1.02 "Tenderers" or "Bidders" shall mean such parties who have been issued Tender Document by the Owner and those parties who have submitted these offers to the Owner in response to the Tender Document issued to them.
- 1.03 "Tender Document" shall mean the Tender Documents comprising Part I (Un-priced Bid) –Notice inviting tender, General Conditions of contract, Special Conditions of Contract, Technical Specification, Schedule of Quantities, Addenda / Corrigenda to the tender document issued by the Owner, Form of Tender and Part II (Priced Bid) - Price Schedule.
- 1.04 The "Vendor / Successful tenderer" shall mean the tenderer selected by the Owner for the performance of the work and shall include the successors and Owner permitted assigns of the Vendor.
- 1.05 The "Sub-vendor" shall mean any person or firm or company (other than the Vendor) to whom any part of work has been entrusted by the Vendor with the written consent of the Engineer-in-Charge, and the legal representatives, Successors and permitted assigns of such person, firm or company.
- 1.06 **The "Project" shall mean "Design, Supply, Installation and Commissioning & necessary statutory approvals of 3 Nos 80 MT Pit Type Static Electronic Weigh Bridge for Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh"**
- 1.07 The "Project Manager" shall mean the Officer nominated by Owner to co-ordinate and supervise all the activities connected with the implementation of project on their behalf. "Project Manager" may at his discretion depute Owner's officers to co-ordinate / supervise the work of Vendor / Consultants at site.
- 1.08 The "Engineer-in-Charge" shall mean the Engineer/Agency authorised by the Owner for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.
- 1.08a The "Project Management Consultant (PMC)" shall mean M/s Aarvee Associates, Architects, Engineers & Consultants Pvt. Ltd., having its registered office at Ravula Residency, Srinagar Colony Main Road, Hyderabad-82 or any other consultant assigned by Owner/Employer in future.
- 1.09 "Site" shall mean all such land, waters and other places on, under, in or through which the works for the Project are to be performed under the Contract.
- 1.10 The "Site Engineer" shall mean the Engineer(s) for the time being deputed by the PMC/ Engineer-in-Charge as Site Engineer for the work to be performed by the Vendor at any and/or all job sites and to co-ordinate all activities of all parties at site
- 1.11 "Inspecting Authority" means Third Party Inspection Agency (TPIA) as specified by the Owner /PMC or Owner's authorised representative or PMC's representative.

- 1.12 The "Work" and "Scope of Work" shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the work.
- 1.13 The "Works" shall mean the product(s) of the work and shall include all extras, additions, alterations or substitution as required for the purpose of the contract.
- 1.14 The "Works Contract" or "Contract" shall mean the totality of the agreements between the parties as derived from the Contract Documents for the entire work.
- 1.15 The "Contract Documents" shall mean collectively Tender Documents and the Contract Documents as laid out in the Owner's Standard Contract Format which is based on the General & Special Conditions of Contract.
- 1.16 The "Specification(s)" shall mean the various specifications as set out in the specifications forming part of the tender documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and the absence of any specifications as aforesaid covering any particular work or part of portion thereof, shall mean the relevant Indian Standard Institution Specifications for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specifications covering the relative work or part or portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-Charge or Site Engineer with or without modifications.
- 1.17 "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Engineer-in-Charge /PMC or Site Engineer within the scope of their respective powers in terms of the Contract and shall include alteration / variation order to effect additions to or deletion from and / or alteration in the work detailed in the contract.
- 1.18 "Plans" and "Drawings" shall mean maps, plans, drawings, sketches, tracings and prints forming part of the tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, Site Engineer or any agency notified by the Engineer-in-Charge to the Vendor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Engineer-in-Charge or Site Engineer or any other agency nominated by the Engineer-in-Charge on his behalf in connection with the work.
- 1.19 "Temporary Work" / "Enabling Work" shall mean all such works which are required in or about the execution, completion or maintenance of the work and if not provided for specifically in the Schedule of rates shall be deemed to be done by the Vendor at his own cost in fulfilment of the contract.
- 1.20 "Constructional Plant" shall mean all such Plant & Machineries, appliances, aids or things of whatsoever nature other than materials intended to form part of the permanent works which are required in or about the execution, completion for maintenance of temporary and permanent work.
- 1.21 "Completion Certificate" shall mean the Certificate to be issued by the Engineer-in-Charge after the work has been completed to his satisfaction.
- 1.22 "The Final Certificate" in relation to the work shall mean the certificate to be issued after the period of liability is over by the Owner regarding satisfactory compliance of various provisions of the contract by the vendor.

- 1.23 "Period of Liability" or "Defect Liability Period" refers to the Specified period from the date of completion of the entire work as indicated in the completion certificate up to the date of issue of Final Certificate during which the vendor is responsible for rectifying all defects "free of cost" to the satisfaction of Owner.
- 1.24 "Schedule of Rates"/ "Schedule of Quantities" shall mean the schedule of rates incorporated in the contract and shall also include supply rates for labour, material etc. as well as payments for all such work determined in accordance with the contract conditions.
- 1.25 "Running Account Bill" shall mean a Bill for the payment of "On Account" to the Vendor.
- 1.26 "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment to the Contract forming part thereof.
- 1.27 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Owner to the Vendor.
- 1.28 The "Total Contract Value" shall up to calculation of the entire remuneration due to the Vendor in terms of the Contract, on successful completion of the works means the total contract value as specified in the Acceptance of Tender and after calculation of the entire remuneration due to the Vendor under the contract, on successful completion of the works shall mean the totality of such remuneration.
- 1.29 "Written Notice" or "Notice" in writing shall mean all hand written, typed / printed/ e-mail form sent (unless delivered personally) or proved to have been received by registered post to the last known address / private / business or registered office, of the vendor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.30 "Letter of Intent" shall mean intimation by a letter to the successful tenderer that the tender has been accepted in accordance with the provisions contained therein.
- 1.31 "Progress Schedule" shall mean the time schedule of Progress of Work.
- 1.32 The "Alteration Order or Variation Order" means Order given in writing by the Owner to effect additions to or deletions from and alterations in the work.
- 1.33 "Measurement Sheet(s)" shall mean the register preserved by the Engineer-in-Charge, where all measurements taken at site are neatly recorded by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the Vendor or his authorised representative.

2.0 INTERPRETATION OF GENERAL CONDITIONS OF CONTRACT

The following general conditions shall be read in conjunction with the other conditions of contract, special conditions of contract, Technical Specifications etc. and shall be considered as an extension and not in limitation of the obligations of the Vendor. In case of discrepancy, if any, between these conditions the precedence shall be as stated elsewhere in the special conditions of contract.

2.01 Discrepancy in Tender Document

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the Tenderer shall bring it to the notice of the Owner / Engineer-in-Charge for necessary clarification / action. In the event such matters are referred to later the decision of the Owner / Engineer-in-Charge directing the manner in which the work is to be carried out shall be final & conclusive and the vendor shall carry out work in accordance with this decision.

2.02 Headings / Titles

All headings & Titles/Notices to the clauses, specifications /drawings are solely for the purpose of indicative reference and not as summary of the contents and thus shall not be deemed to be part of the clauses of the contract.

2.03 Singular and Plural

Unless otherwise stated or repugnant to the context the singular shall include plural and vice-versa.

3.0 GENERAL INSTRUCTIONS TO TENDERERS

3.01 Non-Transferability of Tender Documents

Tender documents shall remain the property of the Owner and if obtained by one intending tenderer, shall not be utilisable by another without the consent of the Owner.

3.02 Tenderers Responsibility to collect all Required Data

- (i) The tenderer should study all tender documents, carefully, understand the condition / specification etc. before quoting. If there are any doubts about tender conditions he should obtain clarification from **Sri Dhritiman Nandi**. This shall not be the justification for late submission or extension, compensating date or time to the tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of work.
- (ii) The tenderer should visit the project site and acquaint himself with the site conditions, all factors which are likely to be relevant for the work, availability and rates for various things including construction materials as per specification, shelter for staff etc. since these are to be provided / arranged by the tenderer (unless otherwise specified) at his own cost. In any case it will be deemed that tenderer as done so and no claim whatsoever will be entertained on the plea of ignorance of any factor or difficulties involved in fulfilling the tender conditions.
- (iii) Under no circumstances, Tenders may be withdrawn or modified after submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

3.03 Complete & Competitive Offer

- (i) Tenderers are required to make the lowest offer for the work as per the enclosed specification and details available therein. The estimated quantities given in the schedule of Quantities are approximate. As the work progresses, it is possible that there are variations & omission of items.
- (ii) The rates quoted should be inclusive of all materials, labour, incidental expenses, Equipment, Tools/Tackles, Transportation of materials and Labour, Taxes & Duties, Excise, CESS, Customs, Octroi Duty, Sales Tax, VAT service tax etc. All materials are to be supplied by the Tenderer unless otherwise stated.
- (iii) Incomplete / Conditional tender quotation or those received late and / or not conforming to the terms and conditions in the tender documents will be liable to get rejected.
- (iv) It is in the Tenderer's interest to adhere to the Owner's tender conditions, specifications and Tender Schedule. Should the tenderer however consider it unavoidable, deviations should be clearly spelt out

with reference to tender conditions. Owner reserves the right to determine / evaluate financial implication of such deviations without any reference to the tenderer or at his discretion consider such tenders liable for disqualification.

- (v) After "Un-priced" bids are evaluated, tenderers whose bids are found acceptable may be invited for discussions for exchange of clarifications, required, if any. At that stage, depending on the merits of the case, opportunity may be given to amend the "Priced" bids already received along with the un-priced bids, but not opened until then. Such amendments or revisions would need to be submitted in similar sealed envelopes generally not later than 7 days after the date of such discussions. Tenders indicating counter proposals or deviations are liable to be rejected.
- (vi) Tenderers are expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all Specifications and conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of Specification for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand.

3.04 Submission of Tender

The mode of tender submission shall be strictly as defined in the Notice Inviting Tender.

3.05 Details to Be Submitted Along with the Tender

The tender, as submitted, shall consist of the following:

- (i) Hard copy of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents. **No hard copy of priced bid shall be submitted. Priced bid shall only be submitted online.**
- (ii) Tender Fee & Earnest money amounting to and in the manner specified along with the Un-priced bid.
- (iii) The Power of Attorney or authorisation letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorisation or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only.

However, a notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.

- (iv) Documents in support to fulfil the pre-qualification criteria as per Notice Inviting Tender
- (v) Details in proforma wherever prescribed regarding the following:
 - a) Similar work done in past seven years by the tenderer.
 - b) Work in progress and booked along with details of original schedule of completion progress status, likely completion etc.
 - c) Original Bank Solvency Certificate not older than 6 months, PAN, GST, ESI, etc.
 - d) Any other documents required in terms of this tender.

3.06 Rates and Other Entries

- (i) The tenderer should quote for all items in the Schedule of Rates. The rate should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (ii) The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- (iii) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- (iv) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorised representative thereby indicating that each and every page has been read and the points noted.

3.07 Right to Accept or Reject Tender

The Owner reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the tenderer (s) in the manner the Owner considers suitable. The work may be split up if considered expedient.

3.08 Contract Agreement

The successful tenderer shall within **15 days** of the Owner's communication to him of the Acceptance of the Contract, execute formal agreement with the Owner in the proforma attached to the Tender Document.

In the event of failure on the part of the successful Tenderer to sign the agreement within the stipulated time period, the Earnest Money Deposit will be forfeited and the Acceptance of the Tender shall be considered as cancelled.

3.09 Earnest Money Deposit

- (i) The Tenderer shall be required to submit an Earnest Money of specified value mentioned in the NIT along with the un-priced part of the tender and the same shall be returned to the unsuccessful tenderers after acceptance of order by the successful tenderer. Earnest money of successful bidder shall be released after submission of initial security deposit by them.

The permissible forms of deposit are:

- a) Bank draft drawn in favour of Visakhapatnam Port Logistics Park Limited. on a Kolkata branch of any Scheduled Bank.
 - b) Bank Guarantee executed by any Schedule Bank as per proforma enclosed and shall be valid for a minimum period of **150 days** after the due date of tender submission.
- (ii) If the successful tenderer is unable to accept or execute orders when placed upon him or fails to deposit the Initial Security Deposit or withdraws / revises his quoted prices and quantities offered, within the validity period of his tender or after placement of the Order / Letter of Acceptance, his Earnest Money Deposit shall be forfeited.

(iii) No interest should be payable against Earnest Money Deposit.

3.10 Security Deposit

- (i) On acceptance of the Bid, Vendor shall within **fifteen (15) days**, deposit with Owner an Initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
- a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of VPLPL.
- b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least till the completion of work.
- (ii) If Vendor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Vendor's risk and cost. The EMD of the bidder to whom Contract was awarded first, shall be forfeited.
- (iii) No interest shall be payable against Security Deposit.
- (iv) As and by way of additional security, from every progress bill of Vendor, Security Deposit in the form of Retention Money (interest-free) at the rate of 10% of the Gross value of such bill as determined before payment shall be retained by the Owner. At any point of time such deduction shall not exceed 10% of executed value. Owner can permit Vendor to replace the Security Deposit / Retention Money so retained by Bank Guarantee at his discretion after successful completion of the work.
- (v) After completion of work at site wherever the Security Deposit / Retention Money is furnished by Vendor in any form other than Demand Draft, Vendor shall be entirely responsible to keep such form of security deposit enforceable by Owner by extending the validity thereof if required, by removing the restrictions thereon within one month before the enforceability thereof by Owner is likely to expire and keep them enforceable, until released by Owner after the Defect Liability Period.
- (vi) The Security Deposit / Retention Money shall remain at the entire disposal of Owner as a security for satisfactory execution and completion of the Work(s). Owner shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Vendor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Vendor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vii) Notwithstanding anything to contrary, in as much as the Security Deposit is to be in cash with Owner, Owner shall be entitled to enforce any of the approved forms of Security Deposit furnished by Vendor at any time and realise cash thereof irrespective of whether or not Vendor disputes such right. However, if Vendor obtains the extension of the time limit, if any, for the enforceability of such form of Security Deposit and intimates Owner of such extension within one month before expiry, Owner may not enforce such form of Security Deposit, unless it has otherwise become enforceable.
- (viii) On due and satisfactory performance of all the obligations of Vendor under this Contract including completion of work in all respects, carrying out the obligations of Vendor during Defect Liability Period, Retention Money shall be released by Owner subject to recoveries, deductions and retentions therefrom as provided under the Contract.

3.11 Validity of Offer

The validity of the tender shall be **120 days** from the due date of opening of Un-priced tender or any date later than it that may be proposed by the Owner and agreed to by the tenderer. During this period, tenderer shall not be entitled to modify, revoke or cancel his tender without the consent of Owner in writing. In case of successful tenderer only, validity shall be until the work is completed to the satisfaction of the Owner and so certified in writing by the Owner or their accredited representative.

3.12 Time for Completion of Work

Time is the essence of the contract. The tenderer shall submit their plan to complete the whole work according to the overall time allowed for the execution of work as given in the Tender Documents and NIT. **The allowed time for completion of the work as per the NIT includes contract agreement signing and mobilisation of manpower and equipment at site.**

- 3.12.1 The Vendor shall complete in all respects in accordance with the Contract, the entire work at each job site within the time specified in this behalf in the Time Schedule.
- 3.12.2 If the Owner so requires, the Progress Schedule in the form of CPM, giving the latest dates of starting and the latest dates of finishing of various operations comprising the work as also the activities in the critical path and the latest dates for achievement of specific milestones in respect of the work so as to complete in all respects the works (including testing and consequential operations) within the time provided in the Time Schedule. This Progress Schedule should also indicate the interlinking of the various activities and bring to light the specific/critical items on which the inputs from the Owner/Engineer-in-Charge / Consultant or other agencies, if any, would be required, to ensure adherence to the schedule.
- 3.12.3 If the Vendor shall fail to submit to the Owner/Engineer-in-Charge a Progress Schedule as envisaged above or if the Owner/Engineer-in-Charge and Vendor fail to agree upon the Progress Schedule as envisaged above, then the Engineer-in-Charge shall prepare the Progress Schedule (the dates of progress as fixed by the Engineer-in-Charge being final and binding upon the Vendor except as herein otherwise expressly provided), and shall issue the Progress Schedule so prepared to the Vendor, which shall then be the Approved Progress Schedule and all the provisions of Clause 3.12.2 shall apply relative thereto.
- 3.12.4 Any reference in the Contract Documents to the "Approved Progress Schedule" or to the "Progress Schedule" shall mean the "Approved Progress Schedule" specified in Clause 3.12.2 above or the "Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause 3.12.3 above, whichever shall be in existence. In the absence of such approved Progress Schedule first prepared by the VENDOR (with the incorporation of the OWNER's /Engineer-in-Charge's comments thereon, if any), shall until such approved Progress Schedule or such Progress Schedule prepared by the Engineer-in-Charge comes into existence, be deemed to be the Progress Schedule for the purpose of the Contract.
- 3.12.5 Within 7 (seven) days of the occurrence of any act, event or omission which, in the opinion of the Vendor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and is such as would entitle the VENDOR to an extension of the time specified in this behalf in the Progress Schedule(s), the VENDOR shall inform the Site Engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and

the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the VENDOR is of opinion that an extension of the time specified in the Progress Schedule relative to particular operation(s) or item(s) or work or the entire work at the job site(s) is necessary, the Vendor shall within 7(seven) days after the cessation or fulfilment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule and the Engineer-in-Charge may at any time prior to completion of the work extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the VENDOR.

3.12.5.1 The application for extension of time made by the VENDOR to the Engineer-in-Charge should contain full details of –

- (a) The notice under Clause 3.12.5 with a copy each of the notice sent to the Engineer-in-Charge and Site Engineer,
- (b) The activity for the Progress Schedule affected,
- (c) The bottleneck(s) or obstruction(s) perceived/experienced, and the reason(s) therefor,
- (d) Extension required / necessitated on account of (c) above,
- (e) Extension required / necessitated on account of reasons attributable to the OWNER,
- (f) Extension required / necessitated on account of force majeure reasons, and
- (g) The total extension of time (if any) required / necessitated for completion, taking the above into account and after eliminating all overlaps.

3.12.5.2 The opinion / decision of the Engineer-in-Charge in this behalf and as to the extension of time necessary shall, subject to the provisions of clause 3.12.6 hereof, be final and binding upon the VENDOR.

3.12.6 Notwithstanding the provision of clause 3.12.5 hereof, the OWNER may at any time at the request of the VENDOR made by way of appeal either against the decision of the Engineer-in-Charge taken under clause 3.12.5 or against the Engineer-in-Charge's refusal to take a decision under the said clause, if satisfied of the work or any item or operation thereof for such period(s) as the OWNER may consider necessary, and the decision of the OWNER as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the VENDOR.

3.12.7 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force majeure circumstances as defined in clause 3.12.8 hereof shall afford the VENDOR a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality of the foregoing, inclement weather, strike, shutdown, third party breach, delay in supply of material(s) or commercial hardship shall not afford the VENDOR a ground for extension of time or relieve the VENDOR of his/its full obligations under the Contract, nor will any forced shutdown or idleness or other impediment in progress or completion of the work due to any reason whatsoever afford the VENDOR a ground for extension of time or relieve the VENDOR of his/its full obligations under the Contract except and to the extent otherwise elsewhere herein specifically provided, nor shall any shut down or idle time charges be payable by the OWNER to the VENDOR for delay in the commencement, progress or completion of the work due to any reason whatsoever, including due to the existence of force majeure circumstances.

- 3.12.8 The term "FORCE MAJEURE" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
- 3.12.9 Upon an extension of the time for completion of the work or any part of the work or any operation(s) involved therein pursuant to Clause 3.12.5 or Clause 3.12.6 thereof, the extended date/time of completion shall be deemed to be the relative date of completion in the Progress Schedule, and such extension shall constitute the sole remedy of the VENDOR for and/or arising out of such delays, and the VENDOR hereby waives any and all contrary rights.
- 3.12.10 The mere fact that the OWNER shall not have terminated the contract or that the OWNER or Engineer-in-Charge has permitted the VENDOR, for the time being to continue with the work for its completion shall not prejudice the full rights and remedies available to the OWNER under the contract arising out of the delayed completion, including the right of liquidated damages and/or termination. Such permission(s) shall unless specifically stated to be an extension of time under Clause 3.12.5 or Clause 3.12.6 as the case may be, not be construed as extension(s) of time under Clause 3.12.5 or 3.12.6 hereof, and shall merely constitute an indication or intimation, as the case may be, of the OWNER's willingness, for the time being, to accept the delayed completion, subject to its rights under the Contract.
- 3.12.11 No assurance, representation, promise or other statement by any personnel, engineer or representative of the OWNER in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the Contract shall be binding upon the OWNER or shall constitute an extension of time for commencement or completion of the entire work(s) or any part or operation thereof within the provisions of Clause 3.12.5 or Clause 3.12.6 hereof, unless the same has been communicated to the VENDOR in writing by the Engineer-in-Charge under Clause 3.12.5 or by the OWNER under Clause 3.12.6 and the writing specifically states that it embodies an extension of time within the provisions of Clause 3.12.5 or Clause 3.12.6 as the case may be, and without prejudice to the a foregoing, the mere agreement or prescription or signing of a Progress Schedule by the Site Engineer or any site representative of the OWNER at variance with the Progress Schedule as the case may be, referred to in Clauses 3.12.2, 3.12.3 and/or 3.12.4 hereof / or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the OWNER or relieve the VENDOR of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the Contract relative to the performance of the Contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the VENDOR for better organising his work on a recognition that the VENDOR has failed to organise his work and / or perform the same within the time specified in the Progress Schedule established within the provisions of Clause 3.12.2 or Clause 3.12.3 or Clause 3.12.4 hereof, as the case may be.

4.0 GENERAL INFORMATION

4.01 Site Information, Climatic Condition Etc.

The details relating to above are given separately to the best of Owners knowledge. The tenderer shall be deemed to have satisfied themselves regarding site condition, access, communication facilities, local

conditions, climatic conditions including wind, monsoon period, rainfall, temperatures etc. and shall be deemed to have included the impact of these factors within their quoted rates.

Vendor should visit the site and familiarise themselves thoroughly before submitting the tender. For the purpose the vendors are required to contact **Sri Dhritiman Nandi, e-mail : nandi.d@balmerlawrie.com**

4.02 Construction Water

The vendor has to make his own arrangement for both construction water and drinking water. The Owner does not undertake to supply water to the vendor. The vendor shall not dig any wells on owners land without specific permission on writing from Engineer-in-Charge of Owner. Ground water in and around the project site is contaminate and is not suitable for construction purpose.

All temporary arrangements for distribution of construction water shall be removed forthwith after completion of the work or if there is any hindrance caused to the other works, the vendor will re-route or remove the temporary lines at his own cost in a manner so as to continue his (vendor's) work in an uninterrupted manner.

4.03 Construction Power

The vendor has to make his own arrangement for construction power.

All temporary arrangements for distribution of construction power shall be removed forthwith after completion of the work or if there is any hindrance caused to the other works, the vendor will re-route or remove the temporary lines at his own cost in a manner so as to continue his (vendor's) work in an uninterrupted manner.

4.04 Accommodation for Labour & Supervisory Staff

The Vendor shall make his own arrangements for accommodation of his labour and supervisory personnel. No accommodation for labour & supervisory staff shall be provided within the site premises.

4.05 Deployment of Workmen

The workers of the vendor must require proper identification and permission; otherwise they will not be allowed to enter the premises. Necessary assistance in this regard may please be obtained from local administration department.

4.06 Vendor's Field Office, Godown and Workshop

Owner will at his own discretion and convenience and for the duration of the execution of the work make available near the Site, land for construction of Vendor's field office, godowns, stores, workshops and assembly yard required for the execution of the Contract. The Vendor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

4.07 Temporary Roads & Drains

Vendor shall provide service road/roads for movement of materials as per direction of Engineer-in-Charge. Vendor shall also maintain these service roads in safe and fit conditions at his own cost. He

shall however have no authority to prevent use of such roads by Owner and other bonafide vendors working at site. Vendor shall also construct temporary drain as may be required while construction.

4.08 Issuing Gate Pass

The vendor will have to submit the details of the persons to be employed at site (before starting of the work) in a specified format along with photocopy of valid photo identity card based on which gate pass will be issued for each person. Before issue of gate pass, the vendor shall ensure for PPE, health check-up & safety induction training of the persons to be deployed at site. No person will be allowed to work without valid gate pass. The vendor shall surrender to the Pass Issuing authority all the gate passes issued for a particular job after completion of the job.

5.0 GENERAL OBLIGATION AND PERFORMANCE OF WORK

5.01 Execution of Work

All the work shall be executed in strict conformity with the provisions of the Contract Document and with such explanatory detailed Drawings, Specifications and Instructions as may be furnished from time to time to the Vendor by the Engineer-in-Charge, whether mentioned in the Contract or not. The Vendor shall be responsible for ensuring that Work throughout are executed in the most substantial proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications and to the entire satisfaction of the Engineer-in-Charge.

5.02 Co-Ordination and Inspection of Work

- (i) The co-ordination and inspection of the day-to-day Work under the Contract shall be the responsibility of the Engineer-in-Charge but this will not detract the vendor's full responsibility. The written instructions regarding any particular work will normally be passed by the Engineer-in-Charge or his Authorised Representative. A work order book will be maintained by the Vendor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Vendor or his authorised representative by way of acknowledgement within Twelve (12) hours. The pages in the work order book shall be machine numbered.
- (ii) The Engineer-in-Charge will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Vendor's Premises / Workshops wherever situated, Premises / Workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where materials are being or are to be supplied, and Vendor shall afford or procure for the Engineer-in-Charge, every facility and assistance to carry out such inspection. Vendor shall, at all time during the usual working hours and all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the Work shall have been given to Vendor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for the purpose.

5.03 General Conditions for Construction Work

- (i) The working time is forty eight (48) hours per week per person. Overtime of work is permitted in cases of need and the Vendor will compensate the same. Shift working at two (2) or three shifts per day will become necessary and the vendor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.
- (ii) For carrying out work on Sundays, and Holidays, the Vendor will approach the Engineer-in-Charge or representative and obtain prior permission in writing.

- (iii) The Vendor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle labour payment whatsoever.
- (iv) The Vendor shall submit to the Owner reports at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of Contract.
- (v) The Vendor shall arrange for required number of competent Engineer Supervisor to be present at site at all times during the progress of the work, who shall be duly authorised to take instructions and execute them on his behalf.

5.04 Work in Monsoon & Summer

The completion of the work may entail working in the monsoon also. The Vendor must maintain a minimum labour force as may be required for the Work and plan and execute the construction and erection according to the prescribed schedule. No extra payment will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the Vendor to keep the construction work site free from water at his own cost.

Adequate precautions have to be taken while working in summer. The working hours for the workers may be rescheduled so as to avoid work during heat hours in the noon. Effective arrangements for supply of sufficient cold drinking water shall be made available and maintained at suitable points conveniently located for use by all workers employed and the water points be legibly marked as "DRINKING WATER". Rest room/Shed to be provided wherever & must be functionally for taking tiffin's/meals and rest by the workers. Oral re-hydration solution should be supplied to all workers during heat hours.

5.05 Drawing to be Supplied by the Owner

- (i) Where drawings are attached with Tender, these shall be for the general guidance of the Vendor to enable him to visualise the type of Work contemplated and Scope of Work involved. The Vendor will be deemed to have studied the Drawings and formed an idea about the work involved.
- (ii) Detailed working drawings on the basis of which actual execution of work is to proceed, shall be prepared by the vendor and same shall be approved by the Owner. Vendor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies if any, therein before actually carrying out the work.
- (iii) Copies of all detailed working drawing relating to Work shall be kept at the Vendor's office at the Site and shall be made available to the Engineer-in-Charge at any time during the Contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the Work.

5.06 Drawings to be Supplied by the Vendor

- (i) Where drawings/Data are to be furnished by the Vendor, they shall be as enumerated in the special conditions of the Contract, and shall be furnished within the specified time.
- (ii) Where approval of Drawings for Manufacture/Construction/ Fabrication has been specified, it shall be Vendor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with Manufacture/Construction/Fabrication as the case may be.

Any changes that may have become necessary in these drawings during the execution of work shall have to be carried out by the Vendor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear certification stamp as duly signed by the Engineer-in-Charge.

- (iii) The vendor shall require obtaining necessary approval from Engineer-in-Charge for Bar Bending Schedule prepared for reinforcement detail in RCC work before casting.

5.07 Setting out Work

- (i) Vendor shall establish and clearly mark a reference base line at the site and will establish bench marks at regular interval and other points, lines, elevations, etc. as he may require for the proper execution of the work from reference pillars indicated by Engineer-in-Charge
- (ii) Vendor shall be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignments of all the parts of the works and for the provisions of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works, any error appears or arises in the position, levels, dimensions or alignments of any part of the works, Vendor, on being required to do so by Engineer-in-Charge, shall, at his own expense, rectify such error to the satisfaction of Engineer-in-Charge unless such error is based on incorrect data supplied in writing by Engineer-in-Charge / Owner. The checking of any setting out or any line or level by Engineer-in-Charge shall not in any way relieve Vendor of his responsibility for the correctness thereof and Vendor shall carefully protect and preserve all the bench marks, side rails, pegs and other things used in setting out of the work.

5.08 Reports and Records

- (i) Within fifteen (15) days of the Award, Vendor shall submit to Engineer-in-Charge the detailed programme, the content and form of which shall be satisfactory to Engineer-in-Charge showing the order to procedure and method in which he proposes to carry out the work and the time limit and sequence of carrying out the work and shall, whenever required by Engineer-in-Charge, furnish for his information particulars in writing of Vendor's arrangements for the carrying out of the work and of constructional plant and temporary works which vendor intends to supply, use or construct as the case may be. The approval by Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve Vendor of any of his duties or responsibilities under this Contract.
- (ii) Vendor shall submit to Engineer-in-Charge by the fifth (5th) day of each month for each part of his work under this Contract and in summary.
 - a) A month by month forecast and a historical record up to completion of his requirements and actual use of:
 - Manpower by craft, type and position or other description.
 - Materials and supplies including quantity on hand and delivery status.
 - Construction equipment and plant furnished by Vendor.
 - b) A month by month forecast up to completion of the amount of Work done and the amount remaining to be completed and all historical record of the Work performed.
 - c) Such other reports as Engineer-in-Charge may from time to time specify.

5.09 Issue of Materials

- (i) All materials required for the work shall be supplied by the vendor. Payment shall be made against finished items of work as specified in the schedule.
- (ii) All material, as required to complete the work in all respects according to the contract rates shall be inclusive of all freights, sales tax and other taxes, duties, royalties, loading, unloading, transporting, handling and storage charges etc.
- (iii) Vendor shall bear all incidental charges for the storage and safe custody of materials at Site.
- (iv) Vendor shall construct suitable godowns at Site for storing his own materials, safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- (v) It shall be the responsibility of Vendor to arrange in time all materials required for Work. If, however, in the opinion of the Engineer-in-Charge the execution of Work is likely to be delayed due to Vendor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with Owner or procure the materials from the market or elsewhere and Vendor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve Vendor from his responsibility of making arrangements for the supply of such materials in part or in full should such a situation occur nor shall this constitute reason for the delay in the execution of Work.
- (vi) In the event of Materials / Equipment supplied by Owner, the same shall not be utilised for other purpose(s) than issued for.

5.10 Storage

Vendor shall provide or cause to be provided all storage yards, transit sheds and warehouses necessary for the performance of his work at locations approved by Engineer-in-Charge. Material supplies, equipment and plant stored by Vendor shall be effectively protected against pilferage and against damage by the elements. Vendor shall adopt all procedures, maintain all personnel and keep all records so that, at all times Vendor can account for

- Stores receipt
- Storage locations
- Inventories
- Disbursements
- Final destinations of all stored items received for Vendor's Work on the Project or any portion thereof.

5.11 Audit

- (i) Vendor's accounts, related to the Project or any portion thereof, shall be available for audit by designated representatives of Owner at all reasonable times.
- (ii) Such representatives shall at all times be afforded proper facilities for inspection of Vendor's accounts and shall have access to Vendor's premises, work and materials, records, ledgers and vouchers of every description pertaining to Vendor's performance of this Agreement.

5.12 Damage to Property

- (i) Vendor shall be responsible for making good to the satisfaction of Owner any loss of and any damage to all structures and properties belonging to Owner or being executed or procured or being procured by Owner/Owner or of other Agencies within the premises of all Work of Owner/Owner if such loss or damage is due to fault and / or the negligence or wilful acts or omission of Vendor, his employees, agents, representatives or Sub-Vendors.
- (ii) Vendor shall indemnify and keeps Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or wilful acts or omissions of Vendor, his employees, agents, representative or Sub-Vendors.

5.13 Articles of Value Found

All gold, silver and other minerals of any description and all precious stones, coin, treasure, relics-antiquities and other similar things which shall be found in, under or upon Site, shall be the property of Owner and Vendor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by Owner.

5.14 Discrepancies between Instructions

Should any discrepancy occur between the various instructions furnished to Vendor, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between Vendor's staff and the Engineer-in-Charge's staff, Vendor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

5.15 Liquidated Damage

- i) If the vendor is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request owner for extension of the 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 vendor's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total 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 VENDOR and the said amount will be payable to the Owner without proof of actual loss or damage caused by such delay/breach by the Owner.

- (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 Vendor, in the event of his failing to complete the work within the stipulated time or in the even progress of Vendor's work is behind schedule, as judged by the engineer-in-charge.
- (iii) Then the Engineer-in-Charge upon receiving necessary approval from competent Authority may in writing make a fair and reasonable extension of time for completion of the works as per provision of clause no. 3.12, provided further that the Vendor shall constantly use his best endeavour to the

satisfaction of the Engineer-in-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Vendor under clause herein above.

- (iv) The vendor may seek time extension for delay or anticipated delay as per clause no. 3.12.5 for reasons not attributable to them and in such case time extension may be given without imposition of LD.

5.16 Force Majeure

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, was fires, floods, riots or illegal strikes. Refer clause no 3.12 in this regard.

5.17 Period of Liability

- (i) Vendor shall be responsible for maintaining the quality of the awarded Work for a period of Twelve (12) months from the date of issue of completion certificate without any extra cost. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the Equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Vendor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter, become due to Vendor or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.
- (ii) If Vendor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil guarantees called for, he shall bring this to the notice of the Engineer-in-Charge in writing.
- (iii) From the commencement of completion of Work, Vendor shall take full responsibility for the care for Work including all temporary work and in case any damages, loss or injury shall happen to Work or to any part thereof or to any temporary work from any cause whatsoever, shall at his own cost repair and make good the same so that at completion Work shall be in good order and in conformity, in every respects, with the requirements of Contract and the Engineer-in-Charge's instructions.
- (iv) If at any time, before Work is taken over, the Engineer-in-Charge shall: -
- a) Decide that any work done or materials used by Vendor or any Sub-Vendor is defective or not in accordance with Contract, or that Work or any portion thereof are defective, or do not fulfil the requirements of Contract (all such materials being hereinafter, called 'Defects' in this clause), and as soon as reasonably practicable gives to Vendor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then Vendor shall at his own expenses and with all speed make good the defects so specified.

In the case Vendor shall fail to do so, Owner may take, at the cost of Vendor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by Owner will be recovered from the amount due to Vendor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from Vendor will be final and binding on Vendor.

As soon as Work have been completed in accordance with Contract (except in minor respects that do not effect their use for the purpose for which they are intended and except for maintenance thereof provided in the General Conditions of the Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which Work have been so completed and have passed the said tests and Owner shall be deemed to have taken over Work on the date so certified. If Work has been divided into various groups in Contract, Owner shall be entitled to take over any group or groups before the other or others and thereupon the Engineer-in-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only.

- b) In order that Vendor could obtain a completion Certificate he shall make good, with all possible speed any defect arising from the defective materials supplied by Vendor or workmanship or any act or omission of Contract that may have been noticed or developed, after the Work or group of Works has been taken over, the period allowed for carrying out such Work will be normally one (1) month. If any defect be not remedied within a reasonable time. Owner may proceed to do Work at Vendor's risk and expense and deduct from the Final Bill such amount as may be decided by Owner.

If by reason of any default on the part of Vendor a completion Certificate has not been issued in respect of every portion of Work within one (1) month after the date fixed by Contract for the completion of Work, Owner shall be at liberty to use Work or any portion thereof in respect of which a Completion Certificate has been issued, provided that Work of the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these Work for the issue of Completion Certificate.

5.18 Right of Owner to Terminate the Contract

- (i) If the Vendor being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfil the contract and to give security therefore, is so required by the Engineer-in-Charge.

Or if the Vendor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the vendor.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-in-Charge first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Vendor thereunder.

Or if the Engineer-in-Charge shall certify in writing to the Owner that the Vendor -

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 7 days after receiving from the Engineer-in-Charge written notice to proceed or

- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or
- f) has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Vendor requiring the Vendor to observe or perform the same, or
- g) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- h) has failed to comply with the Engineer-in-Charge's instructions, or
- i) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven day's notice in writing to the Vendor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Vendor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the vendor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Vendor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other vendor and the Vendor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other vendor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-in-Charge shall give a notice in writing to the Vendor to remove his surplus materials and plant and should the Vendor fail to do so within the period of 7 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the vendor for the amount realised. The Engineer-in-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the owner, the expense or loss which the owner shall have been put to in procuring the works to be completed and the amount, if any, owing to the vendor and the amount which shall be so certified, shall thereupon be paid by the owner to the Vendor or by the Vendor to the Owner, as the case may be and the Certificate of the Engineer-in-Charge shall be final and conclusive and binding on the parties hereto. In the event of termination under this Clause, the Owner shall not be bound by any provision of this Contract to make any further payment to the Vendor until the said works are completed.
- (j) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified

and approved by Engineer-in-Charge and of the value of the Work done to date by the Vendor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Vendor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.

- (k) Should the Contract be determined under sub-clause of this clause and the Vendor claims payment to compensate expenditure incurred by him in the expectation of completing the Work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Vendor.

5.19 Sub-Letting Of Work

- (i) No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Vendor directly or indirectly to any person, firm, or corporation whatsoever except as provided for in the succeeding sub-clause, without the consent in writing, of the Owner.
- (ii) The Owner may give written consent to sub-contract for the execution of any part of the Work at the Site, being entered into by the Vendor provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him.
- (iii) Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the Vendor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the WORK and the performance of all the conditions of the Contract in all respects as if such sub-letting or sub-contracting had not taken place, and as if such Work had been done directly by the Vendor.
- (iv) If any Sub-Vendor engaged upon the Work at the Site executes any Work which in the opinion of the Engineer-in-Charge is not in accordance with the Contract Document, the Owner may by written notice to the Vendor request him to terminate such contract and the Vendor upon the receipt of such notice shall terminate such sub-contract and dismiss the Sub-Vendors and the latter shall forthwith leave the Work failing which the Owner shall have the right to remove such sub-vendors from the Site.
- (v) No action taken by the Owner under the clause shall relieve the Vendor of any of his liabilities under the Contract or give rise to any right to compensation, extension of time or otherwise.

5.20 Patents and Royalties

Vendor, if licensed under any patent covering, Equipment, Machinery, Materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any Equipment, Machinery, Materials, Composition matters, to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, is covered by a patent under which the Vendor is not licensed then the Vendor before supplying or using the Equipment, Machinery, Materials, compositions method or processes shall obtain such licenses, and pay such royalties and license fees as may be necessary for performance of the Contract. In the event the Vendor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Vendor or the Owner as a result of such failure will be defended by the Vendor at his own expense and the Vendor will pay any damages and costs awarded in such suit.

5.21 Performance Guarantee & Warranty

(i) Performance Guarantee:

- a) The vendor shall guarantee that the material of construction and workmanship of work done and any fittings designed / manufactured / supplied by him are as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
- b) The vendor shall also guarantee that the work done and any fittings designed, manufactured, supplied, erected shall be as per prevailing relevant standard, codes and statutory practices / stipulations.
- c) The vendor shall guarantee the work done and any fittings designed, manufactured, supplied, erected and tested by him against defective materials, poor workmanship, improper design, operation inadequacies & problems and failure from normal usage, for a period of 12 (twelve) calendar months after final acceptance of the work by the Owner.

(ii) Warranty:

The Vendor will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to him in writing within the Defect Liability Period provided that such defective parts, components, fittings, accessories etc. are promptly rectified and replaced by him free of cost. The vendor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

5.22 Vendor's Responsibility with Other Agencies

Without repugnance to any other condition, it shall be the responsibility of the Vendor to work in close co-operation and co-ordinate the other vendors and other Agencies or their authorised representatives if any working at the site in providing the necessary grooves, recesses, cuts and opening etc., in walls, slabs, beams and columns etc. and making good the same to the desired finish as per Specifications where required. For at the above said requirements, the Vendor before starting up the works shall in consultation with other vendors and other Agencies or their authorised representatives if any prepare and put up a joint scheme to the Engineer-in-Charge and get the approval. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modifications, shall get the final agreement of all the Agencies, which shall be binding. No claim shall be entertained on account of the above.

5.23 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 Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties.

5.23.1 Dispute between Public Sector Organisation:

Any dispute or difference between the parties hereto arising out of any notified claim of the Vendor in terms hereof and/or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the Final Bill of the VENDOR or any amount paid by the OWNER to the VENDOR in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to arbitration of one of the arbitrators to be nominated by Secretary to the

Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 (26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided, however, that any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary, as the case may be, whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

5.23.2 Dispute with foreign parties:

5.23.2.1 Any dispute, controversy or claim arising out of or relating to this NIT/ Tender terms/Agreement or the breach thereof, either directly or indirectly, which cannot be settled by the Parties hereto, shall be finally decided by arbitration in accordance with the UNCITRAL rules of arbitration existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern.

5.23.2.2 There shall be three arbitrators, one of the arbitrator will be nominated by each of the Parties and the third (who shall act as Chairman) shall be appointed by agreement between the Parties and failing such agreement shall be appointed by agreement between the nominated arbitrators and failing such agreement shall be appointed in accordance with the UNCITRAL rules or if such rules do not provided for an appointing authority, then the appointing authority shall be as provided in accordance with the appointing procedures of the International Chamber of Commerce, Paris, France; otherwise, the arbitration shall be instituted in accordance with the UNCITRAL rules.

5.23.2.3 The arbitration, including the rendering of the award, shall take place in Kolkata New Delhi. The language to be used in the arbitration shall be English.

5.23.2.4 Any decision or award of the arbitrators shall be based solely on the provisions of this NIT/ tender document, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and procedural law of India, excluding its conflicts of law provisions. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence. Cost of arbitration shall be shared equally by the Parties.

5.23.2.5 Judgement upon the award rendered shall be enforceable in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

5.23.2.6 This agreement shall be governed by the laws of India.

5.23.3 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the VENDOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the OWNER) and the VENDOR shall remain liable and bound in all respects under the contract.

6.0 INSPECTION, CERTIFICATION AND PAYMENT

6.01 Inspection & Testing

- (i) All materials required for the execution of the work should conform to the standard specification and approved by the Engineer-in-Charge before actually put to use. Commencement of work without prior approval shall be entirely at the risk and cost of the Vendor. No delay due to non-availability of the Materials, tools, equipment etc. will be entertained by the Owner. In the case of certain Machinery / Equipment, the Engineer-in-Charge may inspect the item for approval, before they are brought to site.
- (ii) The Owner shall be entitled at all times at the risk of the Vendor to inspect and / or test by themselves or through any independent person(s) or agency (ies) appointed by the owner and/or to direct the vendor to inspect and/or test all material(s), items and components whatsoever supplied or proposed for supply, for incorporation in the work inclusive, during the course of manufacture or fabrication by the Vendor and/or at the Vendors work or otherwise, such materials or items or components. The inspection and/or test shall be conducted at the expense of the Vendor and if conducted by the Vendor may be directed by the Owner to be conducted by agency (ies) nominated by Owner and/or in the presence of witness (ess) nominated by the Owner.
- (iii) The Vendor shall furnish to the Engineer-in-Charge for approval when requested or as required by the specification or other contract documents, adequate samples of material intended for incorporation in the works. Such samples to be submitted before the work are commenced permitting sufficient time for tests, examination(s) thereto by the Engineer-in-Charge. All materials furnished and incorporated in the work shall conform to the sample(s) in all respects.
- (iv) The Engineer-in-Charge shall be entitled to reject at any time any defective materials, item or components, (including special manufactured or fabricated items or components) supplied by the Vendor for incorporation in the works.
- (v) The Vendor shall at all times ensure highest standard of workmanship, relating to the work to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall have the power to inspect the work as also to test or instruct the vendor to test the works or any structure, material or component thereto at the risk and cost of the Vendor, either by the Vendor or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer on his behalf.
- (vi) The Vendor shall provide all facilities, instruments material / labour and accommodation required for testing the works (including checking the set time out of work) and shall provide Engineer-in-Charge all assistance necessary to conduct the test whenever and wherever required.
- (vii) The Engineer-in-Charge on inspection or test be not satisfied with the quality or workmanship of any work, structure, material, component (decision of the Engineer-in-Charge being final in this behalf), the Vendor shall re-perform, replace, re-install and / or re-erect as the case may be such work, structure material or component, as no such rejected work, structure, material, item or component shall be re-used without the prior permission of Engineer-in-Charge.
- (viii) Notwithstanding any provided in the foregoing clauses hereto and notwithstanding the Engineer-in-Charge/ or his representative has inspected tested and/or approved any particular work, structure, material or component, such inspection, test or approval shall not absolve the Vendor of his full responsibilities under the contract inclusive or relative to the specification, performance guarantee. The said inspection and test procedure being intended basically for satisfaction of the Owner / prima-facie erection and/or material and equipment supplied for incorporation in the work is in order.

- (ix) On no account shall the Vendor proceed with the concreting or other work in foundations and superstructure by covering up or otherwise placing beyond reach of inspection or measurement any work before necessary inspection, entries are filled in the Site Inspection Register by the Engineer-in-Charge or his authorised representative. Should the vendor do so the same shall be uncovered at the vendor's risk and expense for carrying out the inspection and measurement.
- (x) If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the Vendor, such tests shall be carried out by the Vendor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

6.02 Schedule of Rates and Payments

- (i) The price to be paid by Owner to Vendor for the work to be done and for the performance of all the obligations undertaken by Vendor under Contract shall be ascertained by the application of the respective Schedule of Rates (there of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of Vendor under Contract and no further or other payment whatsoever shall be or become due or payable to the Vendor under Contract.
- (ii) The prices/rates quoted by Vendor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over Work to Owner by Vendor. Vendor shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required though Contract Document may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete the Work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of Work shall be final and binding on Vendor, although the same may not be shown on or described specifically in Contract Document.

Generality of this present provision shall not be deemed to cut down or limit in any way Vendor's obligation under the Contract, because in certain cases it may and in other cases it may not be expressly stated that Vendor shall do or perform a work or supply articles or perform, services at his own cost or without additional payment or without extra charge or work to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.
- (iii) Without in any way limited the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all Constructional Plant and Equipment, Temporary Work (except as provided for herein), Pumps, Materials, Labour, Insurance, Fuel, Stores, and Appliances to be supplied by Vendor and all other matters in connection with each item in the Schedule of Rates and the execution of Work or any portion thereof finished, complete in every respect and maintained as shown described in the Contract Document or as may be ordered in writing during the continuance of Contract.
- (iv) Unless specifically mentioned otherwise in the contract, all payments shall be made against finished items of work only as defined and included in the schedule of rates. However, Engineer-in-Charge may grant part payment, in certain cases, against partially completed work at his own discretion after proper checking and measurement of the portion of the work completed by the vendor. All such payment shall

be regarded merely as an advance payment against the amounts due to the vendor in terms of the contract and any such payment shall not be regarded as an acceptance of any work paid for.

- (v) No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, service tax, VAT, cess, quay or any port dues, Royalties, transport charges, stamp duties or Government or Local Body or Municipal Taxes or Duties, Taxes or Charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Vendor shall also obtain and pay for all permits, or other privileges necessary to complete work.
- (vi) For Work under Unit Rate Basis, no alteration will be allowed in the Schedule of Rates by reason of Work or any part of them being modified, altered, extended, diminished or omitted. The Schedule of Rates are fully inclusive rates which have been fixed by Vendor and agreed to by Owner and cannot be altered.
- (vii) No Escalation on account of any increase in price index in the price of materials, imposition of sales tax or other tax etc. or imposition of levies etc. will be payable. No price escalation shall be applicable even during the extended period.

6.03 Procedure for Measurement / Billing of Work in Progress

- (i) All measurement shall be in metric system. All the Work in progress will be jointly measured by the representative of the Engineer-in-Charge and Vendor's authorised agent progressively. Such measurement will be got recorded in the Measurement Book /Sheet by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by Vendor or his authorised representative.
- (ii) For the purpose of taking joint measurement Vendor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on Vendor.
- (iii) The mode of measurement shall be in accordance with Indian Standard Specifications as laid down unless otherwise specified to the contrary.
- (iv) All measurements shall be neatly written on the measurement books / sheets. Each set of measurements, shall commence with entries stating:
 - a) Full name of work as given in estimate
 - b) Situation of work
 - c) Name of Vendor
 - d) Date of agreement entered into with Vendor
 - e) Date of Commencement of Work
 - f) Date of completion of work
 - g) Date of measurement

At the end of measurements, dated signature and designation of the person, who recorded the measurements, shall be made.

- (v) All pages of measurement sheets shall be machine numbered. All receipts and issues of measurement sheets shall be recorded in a register. The eventual return of all measurement sheets shall be recorded and carefully preserved by the Engineer-in-Charge.

- (vi) Vendor will submit a Bill in approved proforma in quadruplicate to the Engineer-in-Charge of Work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible.

Engineer-in-Charge shall review such bills and shall either:

- a) Approve such bills and certify the same for payment; or
- b) Approve part of the bill(s) and certify that part for payment, request further clarifications / revisions from Vendor as to the balance and upon receipt of satisfactory clarification / revisions from Vendor, certify the balance for payment; or
- c) Reject the entire bill subject to further clarification / revisions from Vendor, upon receipt by Engineer-in-Charge of satisfactory clarification / revisions to such rejected bill, Engineer-in-Charge shall approve and certify the clarified / revised bill for payment.

6.04 Secured Advance

No secured advance is payable.

6.05 Notice of Claim for Additional Payment

Should Vendor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge within ten (10) days from the ordering of any Work or happening of any event upon which Vendor bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of Vendor to put forward any claim with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Owner to reject any such claim and no delay in dealing therewith shall be waiver by Owner of any rights in respect thereof.

6.06 Completion Certificate

- (i) When Vendor fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. Vendor may apply for separate Completion Certificate in respect of each such portion of Work by submitting the completion Documents along with such application for Completion Certificate.

The Engineer-in-Charge shall normally issue to Vendor the Completion Certificate within one(1) month after receiving an application therefore from Vendor after verifying from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings, and the Contract Document and rectification of defects if any.

Vendor, after obtaining the Completion Certificate, is eligible to present the Final Bill for Work executed by him under the terms of Contract.

- (ii) Within one (1) month of completion of work in all respects, Vendor shall be furnished with a certificate by the Engineer-in-Charge, of such completion, but no certificate shall be given nor shall work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off Site completely nor until work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. Work will not be considered as complete and taken over by Owner,

until all the temporary works, constructed, are removed and the worksite cleaned to the satisfaction of the Engineer-in-Charge.

If Vendor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of Work, Engineer-in-Charge may at the expenses of Vendor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and Vendor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

- (iii) For the purpose of clause, the following Documents will be deemed to form the completion Documents:
- (a) The technical documents according to which Work was carried out.
 - (b) Three (3) sets of Construction Drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.
 - (c) Completion Certificate for 'embedded' and 'covered' up Work.
 - (d) Certificates of final levels as set out of various work.
 - (e) Material appropriation Statement for the materials issued by Owner for Work and list of surplus materials returned to Owner's store duly supported by necessary Documents. Vendor should also submit the necessary documents before taking out their own materials/equipment from the site. No material/equipment can be taken out from site without prior approval of Engineer-in-Charge.

6.07 Final Certificate

Upon expire of the period of liability and subject to the Engineer-in-Charge being satisfied that work have been duly maintained by Vendor, during such period as hereinbefore mentioned and that Contract has in all respect duly made up any subsidence and performed all his obligations under Contract, the Engineer-in-Charge shall (without prejudice to the rights of Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and Vendor shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon Work and taking possession, working or using of the same or any part thereof by Owner. Vendor shall provide Owner with a certified satisfactory to both that all privileges, liens, claims, obligations and liabilities against or chargeable to the Owner have been fully paid, satisfied and released and that Vendor has no claim(s) against Owner.

6.08 Certificate and Payments on Evidence of Completion

Except the final certificates no other certificate or payments against a certificate or on general account shall be taken to be an admission by Owner of the due performance of Contract or any part thereof or occupancy or validity of any claim by Vendor.

7.0 RULES, REGULATIONS & INSURANCE COVERAGE

7.01 Observance of Rules/ Acts in Force

- (i) The successful tenderer and his man shall abide by all rules/regulations in force at a location and the laws, by-laws and statutes of Government / Semi-Government and other local authorities such as

requirements / liability under enactments, Contract Labour Act etc. and the Company shall stand indemnified against by claims on these scores.

- (ii) The Vendor shall conform to the provisions of Acts, rules, orders or notifications of any Governments, Municipal or local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work or the materials to be used there at and generally will comply with the building and other regulations of such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Vendor of any statutes by-laws, rules, regulations, notifications etc.
- (iii) The Vendor and sub-vendor(s) of the Vendor shall obtain authority (ies) designated in this behalf under any applicable laws, rule or regulation (including) but not limited to Contract Labour (in so far as applicable) any and all such license(s) consent(s), registration(s) and/or other authorisation(s) as shall from time to time be or become necessary for or relative to the execution of the work or any part or portion thereof or the storage or supply or any material(s) or otherwise in connection with the performance of the contract and shall at all times observe and ensure due observance by the sub-vendors, servants and agents of all terms and conditions of the said license(s) consent(s) regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto.
- (iv) The Vendor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc., applicable to the workmen employed or whose services are otherwise availed of by the Vendor, whether in connection with the construction work at the site or otherwise. The Owner shall have the right to inspect the records maintained by the vendor, Vendor shall whenever required by the Owner, produce such records and as and when the Owner may call upon the Vendor, ascertain whether or not the requirements of all such laws, regulations, rules etc. coming to light whether as a result of such inspection or otherwise, the Owner shall have the right to require the vendor to effect such compliance within such time, as the Owner may prescribe in that behalf and in the event of the Vendor failing to effect such compliance within the time prescribed by the Owner, then the Owner shall without prejudice to his other rights, be entitled to withhold from the amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

7.02 Taxes, Duties, Octroi & Other Statutory Payments

a) Vendor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, CESS, VAT, service tax etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, CESS, VAT, service tax etc. now enforce and hereafter increased, imposed or modified from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Vendor and Vendor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Vendor further agrees to comply, and to secure the compliance of all Sub-vendors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Vendor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by vendor or Sub-vendor of such laws,

regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by / central or State Government Authority or any administrative sub-division thereof.

b) In the event of Change in Tax law caused by introduction of the Goods and Services Tax (GST) Owner & Supplier shall mutually determine the adjustment in the Bid Price, by factoring the impact of GST on the finished product and the compliances/action steps that may be required from the Successful Bidder to ensure availment of all permissible tax credits and compliance with all Tax laws by the Owner. Such adjustment in the Bid Price due to introduction of GST shall be made on account

of transactions pursuant to the contract between the Owner and the Successful Bidder. Any claim for change in applicability of the Tax Law on account of introduction of GST shall be supported by relevant documentation. The Successful Bidder shall also agree upon providing to Owner suitable indemnities for failure of the Vendor/Contractor to undertake requisite compliances/action steps that may be required to ensure availment of all permissible tax credits and compliances with the Tax laws by the Owner.

c) **“Change in Tax Law”** shall mean the occurrence of any of the following after the Base Date i.e Due date for submission of Bid:

- a. The enactment of any new tax law in India;
- b. Increase/ Decrease in the rate of Taxes in force after the Base Date;
- c. Change in the basis of computation of Taxes in force after the Base Date,
- d. Any change in the interpretation or enforcement of any tax laws

(a) by Government of India or State Government or local authority in India via issuance of circulars/ clarifications which are considered to be accurate by the Owner; or (b) any court or tribunal in India having final authority with regard to the issue in question. in such a manner that it has a material effect (positive or negative) on the Contract. Notwithstanding anything mentioned above, Change in Law will not include any change in direct tax laws (which includes income tax, corporate tax, profession tax and wealth tax) for which the Supplier is the responsible party. Change in Tax law shall not include any court order having an impact (otherwise than as specified above) on the pricing of the obligations to be executed under this Contract.

7.03 Labour Laws

- (i) No Labour below the age of eighteen (18) years shall be employed on Work. In case female workers are engaged, requisite provisions shall be made as per the statute.
- (ii) Vendor shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Vendor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Vendor may contact Owner for further details.
- (v) Vendor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

- (vi) Vendor shall submit the filled-up **Statutory Compliance Check List** as per the specified format to the owner on monthly basis. All the registers with regards to statutory compliance must be maintained at site.

7.04 Implementation of Apprentices Act 1964

Vendor shall comply with the provisions of the Apprentices Act, 1964 and the Rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of Contract and the Engineer-in-Charge may, at his discretion, cancel Contract. Vendor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

7.05 Insurance

Vendor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

(i) **Workmen's Compensation and Employees' Liability Insurance:**

Insurance shall effect for all vendors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the vendor shall require the Sub-vendor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-vendor's employees, if such employees are not covered under the Vendor's Insurance.

(ii) **Vendors All Risk Insurance:**

Vendor shall take out an All Risk Insurance policy in the Joint names of the Owner and the Vendor (owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value together with the material for incorporation in the work. Such insurance shall be in such a manner that Owner and the Vendor are covered from the date of commencement of work.

The vendor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract, and shall insure against his liability with an insurer until the completion of this contract in terms approved by the owner. Whenever required, the vendor shall produce the insurance policy and the current premium receipts to the Owner.

In addition to what it is stipulated above the successful vendor shall execute **Indemnity Bond (as per Attachment –XIV)** to indemnify and hold harmless the Owner for complying with the provision of the following:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Vendor / Subvendors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970

8.0 SAFETY CODES & PRACTICES

8.01 General

The Vendor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

8.02 First Aid and Industrial Injuries

Vendor shall maintain first aid facilities for its employees and those of its sub-vendors -

- (i) Vendor shall make outside arrangements for ambulance or suitable service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Engineer-in-Charge prior to start of construction, and their telephone numbers shall prominently be posted in Vendor's field office.
- (ii) All critical industrial injuries shall be reported promptly to Engineer-in-Charge, and a copy of Vendor's report covering each personal injury requiring the attention of a physician shall be furnished to Owner.

8.03 General Rules

Carrying/Striking of matches, lighters and smokers inside the hazardous areas is strictly prohibited. Violations of "No SMOKING" rules will be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas/safety/fire permits issued by Owner.

8.04 Vendors Barricades

- (i) Vendor shall erect and maintain barricades required in connection with his operations to guard or protect:
 - a) Excavations
 - b) Hoisting Areas
 - c) Areas adjudged by Vendor or Owner's inspectors.
 - d) Owner's existing property liable to damage by vendor's operations, in the opinion of Engineer-in-Charge.
- (ii) Vendor's employees and those of its sub-vendors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- (iii) Barricades and hazardous areas shall be marked by red false lanterns at nights.

8.05 Safety Equipment

- (i) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be made available for the use to the persons employed at the site and maintained in a condition suitable for immediate use, and the Vendor should take adequate steps to ensure proper use of equipment by those concerned.
- (ii) Workers engaged in white washing and mixing or stacking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding and cutting works shall be provided with protective face & eye-shields, hand gloves etc.
- (iv) To ensure that workers use Personnel Protective equipment like safety helmet, safety shoes, gloves etc.

- (v) (When workers are employed in sewers and manholes, which are in use, the Vendor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and manholes, so opened, shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.
- (v) The Vendor shall not employ men below the age of 18 years and women on the work of painting or products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - a) No paint containing lead product shall be used, except in the form of paste or ready-made paint.
 - b) Suitable facemasks shall be supplied for use by the workers when paint is applied in the form of spray on a surface having lead paint dry, rubbed and scrapped.
- (vi) Hot work should be carried out only in the areas earmarked for the purpose after required safety precautions have been taken and only after obtaining written permission from the Engineer-in-Charge. Any provision required to be made e.g. windscreens of G.I sheets etc. to make the area safe for hot work, will be made by the successful tenderer at his own cost.

8.06 Hoisting Equipment

- (i) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
 - a) These shall be of good mechanical construction, sound materials, adequate strength and free from patent defect and shall be kept in good condition and in good working order.
 - b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or indicating signals to the operator.
- (ii) In case of Owner's machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Vendor's machines, the Vendor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge, concerned.

8.07 Electrical Equipment

Motors, Gear Transmission, Electric Wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load; adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energised, insulating mats, wearing apparel, such as gloves and boots as may be necessary shall be provided.

ATTACHMENT - I**CONTRACT AGREEMENT**

ARTICLES OF AGREEMENT FOR THE WORK OF

made this day of between Messers / Mr

hereinafter called the "Vendor" (which term shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part and Visakhapatnam Port Logistics Park Ltd.; having its registered office at 21, Netaji Subhas Road, Kolkata - 700 001, India hereinafter called the "Owner" which term shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

(A) Owner being desirous of having provided and executed Work mentioned, enumerated or referred to in the Tender Document including anyone or all of the documents such as Notice Inviting Tender / Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Specifications, Safety codes, Drawings, Plans, Time Schedule, Letter of Acceptance of Tender, Agreed Variations, other documents has called for Tender.

(B) Vendor has inspected Site and surroundings of Work specified in the Tender Document and satisfied itself/himself by careful examination before submitting its/his tender as to the nature of the surface strata, soil, sub-soil and ground, the form and nature of Site and local conditions, the quantities, nature and magnitude of Work, availability of labour and materials necessary for the execution of Work, the means has of access to Site, the supply of power and water thereto and the accommodation it/he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of Work, to be carried out under Contract, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of Work and which might have influenced it/him in making its/his Tender.

(C) The Notice Inviting Tender / Letter Inviting Tender, Tender Document, General Conditions of Contract, Special Conditions of Contract, Specifications, Letter of Acceptance of Tender, Schedule of Rates and other documents which, together with this agreement, constitute the terms and conditions under which the Vendor shall perform the works, are listed in the Appendix to the Agreement and they shall form part of this Agreement. For purpose of this Agreement, the expression 'Contract' shall also include any modifications, alterations, variations in the specifications by way of additions and deletion thereto, written instructions, directions etc. issued by the Owner from time to time.

AND WHEREAS

Owner accepted the Tender of Vendor for the provision and the execution of Work at the rates stated in the schedule of rates and finally approved by Owner upon the terms and subject to the conditions of contract.

Now this Agreement Witnessed and it is hereby agreed and declared as follows:

(1) In consideration of the payment to be made to Vendor for Work to be executed by him/it, Vendor hereby covenants with Owner that Vendor shall and will duly provide, execute and complete Work and shall do and

perform all other acts and things in Contract mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in Contract.

(2) In consideration of the due provision, execution and completion of work, Owner does hereby agree with Vendor that Owner will pay to Vendor the respective amounts for the work actually done by him and approved by Owner at the Scheduled Rate and such other sum payable to Vendor under provision of Contract such payment to be made at such time and in such manner as provided for in Contract.

AND

(3) In consideration of the award of the work, Vendor does hereby agree to pay such sums as may be due to Owner for the services rendered by Owner to Vendor such as power supply, water supply and others as set forth in Contract and such other sums as may become payable to Owner towards the controlled items of consumable materials or towards loss, damage to the Owner's Equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in Contract.

It is specifically and distinctly understood and agreed between Owner and Vendor that Vendor shall have no right, title or interest in the Site made available by Owner executed on Site by Vendor or in the goods, articles, materials, etc. brought on Site (Unless the same specifically belongs to Vendor) and Vendor shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of Site or structures and Owner shall have an absolute and unfettered right to take full possession of the Site and to remove the Vendor, their servants, agents and materials belonging to Vendor and lying on Site.

Vendor shall be allowed to enter upon Site for execution of work only as a licensee simpliciter and shall not have any claim, right, title or interest in Site or the structures erected thereon equipment, plant and machinery installed, and Owner shall be entitled to terminate such license at any time without assigning any reason.

The Equipment, plant and machinery, materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from Site shall unless otherwise expressly agreed under this Contract, exclusively belong to Owner and Vendor shall have no right to claim over the same and such excavations and materials should be disposed of on account of owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

Vendor shall affect the payment of wages to its / his labours directly without the intervention of any intermediary and no amount by way of commission or otherwise shall be deducted or recovered from the wages of workmen.

The parties hereto hereby agree to submit to the jurisdiction of the courts situated at Kolkata for the purpose of actions and proceedings arising out of contract and the court at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

The vendor shall take adequate insurance cover at his/its properties etc. used in the work against all risks and the Owner shall not in any way be liable for the damages or loss caused to such properties etc., due to whatever causes.

Wrongful appropriation, or proven attempt of wrong appropriation, of materials belonging to the Owner or to any other Vendor working within the Site premises, or commission of any other criminal act by the Vendor, or his agents, or employees or workers shall be deemed to be a breach of contract on the part of the Vendor, and the Owner shall, in addition to the remedies available under the Agreement, be entitled to terminate the Contract forthwith at the risk and cost of the Vendor.

Terms and conditions, if any, stipulated by the Vendor while submitting his tender, or otherwise, shall be applicable only to the extent such terms and conditions are specifically accepted by the Owner in writing.

In witness whereof the parties have executed these presents on the day and the year first above written.

Signed and Delivered for
and on behalf of

Signed and Delivered for
and on behalf of

OWNER

VENDOR

In presence of Two Witnesses

1. -----

1. -----

2. -----

2. -----

Appendix referred to in Clause 'C' of the Agreement

Dated:

Item No.	Description of Documents
1.	Tender Document for the work of "-----" marked: Attachment - I, which contains, inter alias
a)	Tender Notice dated ----- for the work of "-----", and
b)	Special Conditions of Contract.
2.	General Conditions of Contract, marked: ----- Attachment - II: and ----- -----
3.	Letter of Acceptance vide No. ----- dated ----- marked: Attachment - III, along with Tender Schedule "-----" which is marked: Annexure - I to Letter of Acceptance No.----- dated ----- -----

ATTACHMENT – II**BANK GUARANTEE VERIFICATION CHECK LIST**

<u>CHECK LIST</u>	<u>YES</u>	<u>NO</u>
I. Does bank guarantee compare verbatim with standard Balmer Lawrie & Co Ltd proforma for BG	_____	_____
II. a. Has the executing officer of the BG indicated his name, designation & power of attorney No./ Signing Power No. etc. on BG	_____	_____
b. Is each page of BG duly signed/initialled by the executant & last page is signed with full particulars as required in the Balmer Lawrie's standard proforma of BG & under the seal of the Bank.	_____	_____
c. Does the last page of the BG carry the signature of two witnesses along side the signature of the executing Bank Manager	_____	_____
III. a. Does the non judicial stamp paper for BG purchase in the name of BG issuing Bank	_____	_____
b. Is the BG on non-judicial Stamp paper of value Rs. 100/- (Rupees One Hundred only)	_____	_____
d. Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to date of execution of BG	_____	_____
IV. a. Are the factual details such as bid specifications No., LOI No., Contract price etc. correct.	_____	_____
b. Whether over-writing/ cutting, if any on the BG authenticated under signature and seal of executant	_____	_____
V. a. Is the amount of BG in line with contract provisions/agreement/tender	_____	_____
b. Is the validity of BG in line with contract provisions/agreement/tender	_____	_____
VI. Covering letter from bank enclosed with the BG	_____	_____
VII. BG shall be from a Nationalised/ Scheduled Bank only	_____	_____

ATTACHMENT - IIa**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

Visakhapatnam Port Logistics Park Limited
 21, Netaji Subhas Road
 Kolkata – 700 001

Whereas (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the (purpose) (hereinafter called “the Bid”) against Tender reference No. dated M/S. VISAKHAPATNAM PORT LOGISTICS PARK LIMITED., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees only) (hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, (Name of the Bank) having our office at(address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we,(name of the Bank) of(address of the Bank) having our office, inter alia, at (hereinafter called “the Bank”) are bound unto VISAKHAPATNAM PORT LOGISTICS PARK LIMITED.....(address) (hereinafter called “the Purchaser”) in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of granted to him by the Bank.

Your faithfully,

(Specimen Signature)

2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Vendor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Vendor.

6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

ATTACHMENT – IV**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Visakhapatnam Port Logistics Park Limited.
21, Netaji Subhas Road
Kolkata – 700 001

Dear Sir,

That Messrs/Mr.(set out full name and address and constitution of the Vendor) (hereinafter referred to as “the Vendor”) filed their/his/its quotation against your Tender being Tender No. dated (hereinafter referred as “the said Tender”) for the work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as “the Order”) was issued by you to the Vendor.

The conditions of the said Tender, inter alia, requires that the Vendor shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. (set out full name of the Vendor) have/has approached us and at their/his/its request and in consideration of the premises We (set out full name of the Bank) having our office, inter alia at (state the address of the Bank) have agreed to give such guarantee in the manner following :

1. We, (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. (set out full name of the Vendor) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We, (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees only) or such portion thereof not exceeding the said sum as you may demand from time to time.

2. We, (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Vendor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the Vendor), or to extend time of performance by Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Vendor and to forbear or enforce any of the terms and conditions relating to the Contract and we, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Vendor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs..... (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Vendors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,

5. Our liability under this guarantee is restricted to Rs. (Rupees only).

6. Our guarantee shall remain in force and effect until (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

7. We , (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

8. We, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the day of granted by the Bank.

Yours faithfully,

Dated : (Place)

(Signature of Officer on

.....(Date) behalf of)

(Set out name of the Bank)

ATTACHMENT - V

INFORMATION ABOUT TENDERER

A. IN CASE OF INDIVIDUAL

- (i) Name of Business: His age and Father's name:
- (ii) Whether his business is registered:
- (iii) Date of commencement of business:
- (iv) Whether he pays Income Tax over Rs. 10,000/- per year:

B. IN CASE OF PARTNERSHIP

- (i) Name of Partners:
- (ii) Whether the partnership is registered:
- (iii) Date of establishment of firm:
- (iv) If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not which of them pays the same:
- (v) Copies of partnership deed, if any:

**C. IN CASE OF COMPANY LIMITED BY SHARES OR
COMPANY LIMITED BY GUARANTEE**

- (i) Amount of paid up Capital:
- (ii) Names of Directors:
- (iii) Date of Registration of Company:
- (iv) Copies of the last two (2) years balance sheet of the company:
- (v) Certified copies of Memorandum and Articles of Association of Company:

(SIGNATURE OF TENDERER)

ATTACHMENT - VI**DETAILS OF EXPERIENCE**

Tenderer shall give information of similar Works done during past seven (7) years strictly as per the proforma given below.

Sl.No.	Full particulars of similar work carried out by the Vendor	Value of Contract	Completion time as stated in Tender (Months)	Actual Completion time (Months) with date of commencement of work	Year of completion	Name & Postal address of Client with Telex / Telephone No.
1	2	3	4	5	6	7

Certified that the above information is correct.

SIGNATURE OF TENDERER

ATTACHMENT - VII**CONCURRENT COMMITMENTS**

Tenderer shall give information about his present commitments as per proforma.

S. No.	Full Postal Address of Client & Name of Officer-in-Charge with Telex/ Telephone No	Description of the Work	Value of Contract	Date of commencement of Work	Scheduled completion period (months)	% age completion as on date	Expected date of completion	Remark if any

Certified that the above information is correct.

SIGNATURE OF TENDERER

SPECIAL CONDITIONS OF CONTRACT

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1.00 GENERAL

- 1.01 Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, Drawings and any other document forming part of this contract wherever the contract so requires.
- 1.02 Notwithstanding the sub-division of the document into three separate sections, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract as far as it may be practicable to do so.
- 1.03 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.04 Whenever it is mentioned in the specifications that the vendor shall perform certain work or provide certain facilities, it is understood that the vendor shall do so at his own cost.
- 1.05 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standards/specifications / code(s) of practice for any part of the work covered in this tender, the instructions/directions of Engineer-in-Charge will be binding on the vendor.
- 1.06 In case of contradictions between Indian Standards, specifications, General Conditions of Contract, Special conditions of Contract, drawings, Schedule of Rates, the following shall be the order of precedence: -
- a) Detailed Letter of Intent along with statement of agreed variations and its enclosures.
 - b) Fax/ e-mail of Intent.
 - c) Special Conditions of Contract
 - d) Drawings
 - e) General Conditions of Contract & its Annexure.
 - f) Indian Standards / Technical Specifications.
 - g) Schedule of quantities and rates.

2.00 LOCATION OF SITE

The Location of the site is at Visakhapatnam near Mulagada Village and adjacent to Mindi Railway Sidings of Visakhapatnam Port Trust. The site is about 4.0 km away from Sheela Junction at NH-5 and 8 Km from Airport. The nearest land mark is Visakhapatnam Port Mindi Yard railway siding. Please refer the Vicinity Plan of MMLH Site enclosed herewith as Exhibit-I.

3.00 SITE PARTICULARS

The intending tenderers shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

4.00 SCOPE OF WORK

The tender under reference covers Design, supply installation and commissioning & necessary statutory approvals of 80 MT (18 m X 3 m) pit type Static Electronic Weighbridge Comprising of MS Platform, Structures, load - cells, Weigh Indicator Printer compatible with PC, PC with alpha-numeric key board & necessary software with license, interconnecting cables, junction box, complete as per Technical specifications.

5.00 VALIDITY OF TENDER

Tender submitted by a tenderer shall remain valid for acceptance for a period of **120 days** from the date of opening of tender and will continue thereafter to be valid until specifically revised or permitted by giving seven (7) days notice in writing to the Owner by the tenderer. Tenderers shall not be entitled during the said period, without the consent of the Owner in writing, to revoke or cancel his tender or change the tender offer given or any terms thereof.

In case of tenderer revoking or cancelling the tender changing any terms in regard thereof without written consent as stated above, the Owner shall forfeit the Earnest Money deposited by him along with the tender. The rates quoted by the successful tenderer shall remain valid and firm for the entire period of contract upto the completion of work. No escalation to this effect will be accepted by the Owner.

6.00 ACCEPTANCE OF TENDER

The Owner reserves the right to award the work in parts among two or more agencies. The quoted rates shall remain unaltered for such an eventuality. Conditional offers will be treated as non-responsive and may be considered as rejected. The Owner reserves the right to reject any tenders without assigning any reasons.

7.00 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit quotations strictly based on the terms, conditions and specifications contained in the Tender Document and not stipulate any deviations. However, if it becomes unavoidable, deviations should be stipulated with reference to the clause number, para and page number of the Tender Document. Owner reserve the right to evaluate offers containing deviations having financial implications after adding cost of such deviations as determined by the Owner.

8.00 TIME OF COMPLETION

The time schedule for total work according to the contract shall be for a period as mentioned in the Notice Inviting Tender. The vendor shall strictly adhere to the work break-down schedule in line with contractual completion period, to be developed and jointly agreed upon on award of contract, by deploying adequate personnel and construction tools and tackle. The time period mentioned includes the time required for mobilisation, testing, rectification if any, cleaning of site and completing in all

respect to the satisfaction of the Engineer-in-Charge. In all matters concerning the extent of targets set out in the weekly and monthly programs and in the degree of achievement, the decision of Engineer-in-Charge will be final and binding.

The vendor shall require working in coordination with other vendors to be mobilised during interim period of execution. Proper co-ordinations and cordial relationships shall be maintained throughout the tenure of the project.

9.00 TERMS OF PAYMENT

9.01 For Supply:

a. 85% of Basic Supply value of the Contract and 100% of all taxes, duties, freight etc against receipt of weighbridge & other items as per the schedule of work at site in good condition.

b. 15% payment shall be made after successful installation, testing and commissioning of Weigh Bridge.

10% of the above payments shall be retained as Retention money for the defect liability period which can be paid after completion of successful commissioning of weighbridge against submission of Bank Guarantee of equivalent amount. Validity of BG shall be till completion of defect liability / warranty period.

9.02 For Calibration, Installation & Commissioning:

90% after installation & Commissioning

10% after calibration and testing at site.

10% of the above payments shall be retained as Retention money for the defect liability period which can be paid after completion of successful commissioning of equipment against submission of Bank Guarantee

The defect liability and performance maintenance period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge.

9.03 For W & M Stamping

100% after successful completion of stamping by W & M and submission stamping certificates.

AMC

9.04 AMC charge will be paid on monthly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Operation-in-Charge after defect liability period.

10.00 STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

The entire work shall require to be carried out strictly as per specifications, quality assurance plan, drawing etc intended in the tender backed up with proper test report, manufacturers' test certificates etc. The Chief Technical Examiner of Central Vigilance Commission may inspect the work during the course of execution and also during the defect liability period. The vendor has to maintain all documents in

presentable form duly reviewed and approved by the Engineer-in-Charge for any such/ similar inspection.

EXHIBIT-1-VICINITY PLAN OF MMLH SITE



IN RESPECT OF HSE REQUIREMENTS, VENDORS ARE REQUIRED TO FULFIL THE FOLLOWING**HSE REQUIREMENT: APPENDIX-A****Pre-Qualification Questionnaire for Vendor****Guidelines for Completion of Questionnaire**

- i. The potential bidder is to ensure that the answers provided are focussed against the activities indicated in the pre-tender document.
- ii. The information is supplied in the same format and sequence in which they appear in the questionnaire. A minimum of 12 has to be obtained in the HSE pre-qualification questionnaire.
- iii. Failure to supply information that accurately and fully covers the material requested may result in an individual Vendor failing to meet minimum expectations and therefore being disqualified.
- iv. Vendor shall provide information that is authentic and documentary evidence.
- v. Even after getting pre-qualified, if it comes to the notice that non-authentic documents are provided, the Vendor may be disqualified and if any Contract is in place, it may be terminated immediately.
- vi. BL shall have right to audit Vendors records to verify the authenticity of the documents, during any phase of the Contract.

Questionnaire for HSE Pre-Qualifications of vendors:

Contactor Details	
Company Name	
Contact Person for HSE	
Name	
Telephone Number	
E-Mail Address	

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
1	Do you have a signed and dated HSE Policy?			Attach HSE Policy	1
2	Do you confirm that you will comply with BL HSE Policy in as much as it is applicable to your scope of work?			None	1
3	Do you have a Health and Safety System certified by an accredited body to a recognized standard? (Eg : OHSAS 18001)			Provide Current Certificate	3
4	Do you have an Environmental Management System Certified by an accredited body to a recognized standard? (Eg : ISO 14001)			Provide Current Certificate	3
5	Have you identified, documented and maintained your Health and Safety risk assessment of your activities?			None	3
6	Have you identified, documented and maintained your Environmental Impact Assessment of your activities?			None	3
7	If you use subvendors, will you assess them in terms of HSE?			None	2

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
8	Have you produced project/contract HSE plans for recently completed work?			None	2
9	Is HSE Covered in your company's organization chart?			Provide Current Org Chart.	2
10	Have HSE roles and responsibilities been defined in your company?			None	2
11	Have your employees received documented HSE training appropriate to the task they will undertake?			None	2
12	Do you identify and monitor compliance with HSE Legislation?			None	2
13	Do you carry out regular medical examination for your employees?			None	1
14	Is your company free from any charges or notices served by the regulatory authorities in relation to HSE in the last 3 years?			None	1
15	Do you have any procedure of reporting HSE Incident and investigation?			None	2

	Please provide your accident data for the current year and the last 2 calendar years Note: this must include the data of any vendors working for your organization.	Current Year	Current Year -1	Current Year -2	Period Average (Three years average)
16	Number of Fatalities				
17	Number of Environmental Incidents reported to Pollution Control Board				
18	Number of accidents with 2 or more days lost time.(LTI)				
19	Man Days Lost				
20	Total Hours Worked				

I confirm that the above information is correct and that further evidence to support this will be provided to BL on request.

Name	Position	Company	Date	Signature

HSE REQUIREMENT: Appendix-B**HSE REQUIREMENTS BY VENDORS (To be a part of contract documents)****1.0 Housekeeping**

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

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

2.0 Confined Space

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

As minimum Vendors must ensure the following:

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

3.0 Tools, Equipment and Machinery

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

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

4.0 Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Vendor Personnel working at height, Vendors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Vendor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

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

Fall Protection Systems

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

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

5.0 Scaffolding

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

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

6.0 Stairways and Ladders

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

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

7.0 Lifting Operations

7.1 Cranes and Hoisting Equipment

Vendors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Vendor Personnel trained in the use of cranes and hoists are permitted to use them.

7.2 Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

8.0 Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Vendor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Vendor Personnel receive the necessary training.

9.0 Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

10.0 Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

11.0 Electrical Safety

Prior to undertaking any work on live electrical equipment the Vendor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- Only qualified electrical Vendor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

12.0 Hot Works

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

13.0 Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from BL and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Vendor shall assign a competent Vendor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Vendor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

14.0 Environmental Requirements

14.1 Waste Management

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

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

14.2 Spills

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

14.3 Emissions

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

TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION

The specification envisages complete Design, Supply, Installation and commissioning & necessary statutory approvals of 3 Nos. 80 MT (18MX3M) Pit Type Static Electronic Weigh Bridge for Multimodal Logistics Hub at Visakhapatnam, Andhra Pradesh.

2.0 TECHNICAL REQUIREMENTS

2.1.0 CODES AND STANDARDS

Specification for Weighbridge	IS:1436-1991
Structural steel	IS: 2062
Electronic Weighing System	IS:9281 Part 1-1979, Part – 2 1979 Part III- 1981 Part IV- 1983
Code of practice for general construction in steel	IS: 800-2000
Dimension and weight of road design vehicles	IRC:3-1983
Standard specification and codes of practice for road bridges section 01	IRC: 5-1985
Standard specification and codes of practice for road bridges section 05 steel road bridges	IRC:24-1967
Load and Stress	IRC:6-2000
For Live Load	IS:875-1985
Weights & Measures Rules-1987	Compliance of Standard Weights & Measure

2.1.1 Technical Data Sheet

Type of Weighbridge	Static, Fully Electronic, Pit type Fully Floating With Special Longitudinal & Lateral Bumper Assembly, • Fully Welded , • Constrainer less
Standard of Material of Construction	IS 2062 Grade
Platform Size (Meter):	18M x 3M
Capacity (KGs):	80,000 KG's
Minimum number of Load cells:	08 Nos.
Verification Interval "e" Value or Minimum Graduation:	10 KG
Maximum Allowed Tolerance Value When Vehicle Placed on different locations on Weighbridge Deck:	2e for Full Scale Out put
Overall Weighing Accuracy:	2e for Full Scale Out put
Power Supply:	220/240V AC
Area of classification:	Non-hazardous - Safe, Dusty
Side Forces Elimination:	Adequate Lateral and Longitudinal Bumper Arrangement without the use of Mechanical Constrainers like Check / Tie Rods , Yolk
Construction Type:	Modular (pit type) Weighbridge Assembly Maximum
80 MT (18 M x 3 M)	Fully Mild Steel Welded 3 Modules of 6m x 3m each bolted in between with necessary Unsupported joints. Deck plate 10mm thick • Painted with copolymer thermoplastic paint
Specifications for Structural Details	a) SIZE OF PLATFORM: 80 MT 18m x 3m – (3 Modules of 6m x 3m) b) Weighing Capacity Load: 80 ton c) Platform design Testing: Modeling with PRO E Software, Finite Element Analysis (FEA) & virtual testing. d) Type of Platform: Fully Welded , Modular Design, Fully Floating With Longitudinal & Lateral Bumper Assembly, Constrainer less e) Standard of Material of Construction of Structural Steel: IS2062 f) Type of Structural Steel: Only Single

	section rolled Beams without Splice Joints or Butt Weld
Specification for Weighbridge Terminal:	<p>a) Power Supply: 220/240V AC, -10% to +15% , 49 - 63Hz</p> <p>b) Housing / Enclosure: 304L Stainless Steel , 2J Finish</p> <p>c) Standard Interfaces: 1Nos., RS232</p> <p>d) Housing / Enclosure</p> <ul style="list-style-type: none"> • Desktop Enclosure • 304L Stainless Steel, 2J finish <p>e) Overall Ingress Protection of Housing: IP69K</p> <p>f) Accuracy Class: 10000e OIML</p> <p>g) Minimum Load Impedance (Internal Supply): <= 43.75 Ohms</p> <p>h) Display: Vacuum fluorescent Display, 7 Digits, 43mm (1.69") total display with 21 mm (0.82") of weight display</p> <p>i) Operation Temperature Range (Weights and Measures): -10 to +60 degrees Celsius at 10% to 95% Relative Humidity, Non-Condensing</p> <p>j) Storage Temperature Range: -40 to +60 Degrees Celsius at 10% to 95% humidity, non-condensing.</p> <p>k) Trax DSP Vibration Rejection</p> <ul style="list-style-type: none"> • Digital Filter - Low Pass Corner Frequency, • Noise Filter • High-speed high resolution A/D & dedicated 16bit Processor for Signal Processing. <p>l) Excitation Voltage: Minimum: 10 V DC and Maximum: 26.4 V DC.</p> <p>m) Sensitivity Selection Selectable: At 30 Ton (rated capacity of the load cell), sensitivity of 300000 d.</p> <p>n) Display Update Rate: 15/ Hz</p> <p>o) Display Resolution: 100,000</p> <p>p) Zero Temperature Co-efficient: 0.15 Micro Volt / Degree Celsius</p> <p>q) Calibration: Through software only with hardware & software facility</p>
Specifications of Load cell:	
Type / Capacity of Load cell:	Compressor Load cells 30T or more Each
Load cell Excitation & Sensitivity:	<p>10 V DC and Maximum: 26.4 V DC</p> <p>a) Type: Rocker Pin Design with Hexagonal end Counterforce (Load Pin) for Anti-rotation</p> <p>b) Rated Capacity: 30T</p> <p>c) Accuracy Class: Class III / NTEP 10000 III L-M</p>

	<p>d) Sensitivity at rated capacity: 300,000 d @ R.C.</p> <p>e) Communication: Controller Area Network (CAN) - Encrypted</p> <p>f) Communication Rate: 125 kbit/sec</p> <p>g) Anti- Rotation: Hexagonal Pin with Hexagonal Slotted Lower Receiver to Prevent Rotation and cable Damage</p> <p>h) Receiver Assembly: Upper Receiver With O Ring and Bottom Receiver with Hexagonal Slot for Anti rotation</p> <p>i) Housing (Can) Material: Electro polished 304 Stainless Steel</p> <p>j) Receivers: Stainless Steel (Magnetic)</p> <p>k) Cable entry fittings: Stainless steel, Laser Welded, Glass-to-Metal Seal</p> <p>l) Insulation resistance: $\geq 2000 @ 50VDC$</p> <p>m) Supply voltage Regulated in Voltage: Minimum/Maximum V DC 10/26.4</p> <p>n) Zero Balance: $< +0.1\%$ of Rated capacity(R.C)</p> <p>o) Hysteresis: < 160 ppm R.C.</p> <p>p) Linearity: < 100 ppm R.C.</p> <p>q) Combined Error: < 300 ppm R.C.</p> <p>r) Non-repeatability: $< \pm 100$ ppm R.C.</p> <p>s) Creep after 30 minutes: $< \pm 167$ ppm R.C.</p> <p>t) Safe overload: 200% of Rated Capacity</p> <p>u) Ultimate Overload: 250% of Rated Capacity</p> <p>v) Storage Temperature Range: Min.- 40 to + 80 °C</p> <p>w) Operating Nominal Temperature Range: Min. -40 to + 55 °C</p> <p>x) Protection Class: IP68 & IP69K</p>
<p>Specifications of Interconnecting Cables</p>	<p>a) Load cell cable length- 13m</p> <p>b) Double-shielded stainless steel water- proof cable</p> <p>c) Home Run (standard)- 20m</p> <p>d) Double-shielded stainless steel water- proof cable</p> <p>a) Number of Cores</p> <p>i. Between Digitizer and Platform : 8 Core Shielded for Signal + 1 External Shield + 1SS Braiding Drain across the length of The cable</p> <p>ii. Between Loadcell and Junction Box : 6 core Shielded for Signal</p> <p>b) Connection: 6 wire connection method</p>

Specifications of Junction Box:	<ul style="list-style-type: none"> a) Protection Class: IP65 b) Material of Construction: SS 304 c) Glands for Cable entry: Double Compression type d) Connection: 6 Point Loadcell Connection Terminal Strips
Standard PC Software Specifications / Reports:	<ul style="list-style-type: none"> a) Platform: Windows based b) Data base <ul style="list-style-type: none"> i. MY SQL with Visual basic ii. Masters of Customers, Trucks, Carriers, Products, Destinations c) Standard Reports <ul style="list-style-type: none"> i. Ticket printing ii. Daily Transaction report iii. Various MIS reports such as: Vehicle wise, Challan wise, Customer wise, Product wise, Truck wise, Operator / Shift wise d) Security Aspects: User wise login facility for multiple shift and multiple operator levels for database accessibility, MIS report generation, single pass/double pass authorizations, etc. e) Required Features: <ul style="list-style-type: none"> i. Flexible Reports exportable to Excel. ii. Direct Masters updation from transaction screen. iii. Ticket Print Control as per selected Paper Size iv. Provision of Two weighbridge connectivity simultaneously with single PC with 2 serial ports f) Client Server Architecture: <ul style="list-style-type: none"> i. Provision for Multiple Weighbridges (Max 6 Nos.) Connected together with a common database ii. Vehicle entry & Exit from any weighbridge
Drawings, Engineering and Supervision	<ul style="list-style-type: none"> i. Detailed dimensioned, cross section drawing with parts/material list, weight etc. for the weigh bridge to manufacturer's standard. ii. Drawings for weigh bridge with accessories like load cells, platform giving major salient Dimensions. iii. Drawings for civil work iv. All electrical connection from weigh bridge to our automation control room or as advised and laying of the cables for complete integration of the Weighbridge. Providing all required socket, switch, cable, junction box of

	good quality to be used for weigh bridge. v. Supervise installation and calibration task
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Notes on Technical Data Sheets

1. All cables and accessories for connecting Load cell to Control room will be in the scope of the supplier
2. Two Sets of Installation and maintenance manual in the form of hard copies to be provided
3. Supervision of Installation and Commissioning will be in the scope of the supplier.
4. 6.Stamping of Weigh Bridge (by Weights and Measurement Deptt., Govt. of Andhra Pradesh valid for at least one year) will be under the scope of the supplier.
7. Bidders should provide One year maintenance warrantee from the date of installation.
8. Painting : 2 coats of zinc chromate primer with 2 coats of synthetic black enamel paint shall be applied after cleaning the surface with wire brush / cloth to remove oil and dust.
9. Power supply will be available at single point (single phase, 230 V, 50 Hz, AC). All downstream power and control cabling required to complete the job shall be under the scope of this contract.
10. Power cables shall be 1100 V grade, PVC insulated, GI armoured & PVC over sheathed. Conductor shall be of copper for sizes below 16 mm² & aluminium above 16 mm² and for sizes above 150 mm² and cables shall be XLPE / Insulated. Control cables shall be multi strand copper conductors of minimum 2.5 sq. mm. Proper power and instrumentation earthing shall be provided from the existing earthing grid.

3. COMPUTER DISPLAY AND PRINTER:

Computer Configuration i5 processor, 4GB RAM, 1TB hard disk, 15.6 inch LED Monitor with Windows 10 and vendor's required software preinstalled. Necessary Laser jet printer compatible with the installed software.

4 POWER BACKUP : with 2 hrs backup

5 MAKES OF BOUGHT OUTS (* Vendor to furnish)

5.1	Load Cell	:	*
5.2	Junction Box	:	*
5.3	Weight Indicator	:	*
5.4	Power Cable	:	*
5.5	Control Cables	:	*

6 Electrical : Owner shall provide power supply at one point of weigh bridge monitoring room. All subsequent power, control cabling & tubing between panel and instruments / power distribution system by vendor.

7.0 ERECTION AND COMMISSIONING

- 7.1 Bidder to furnish the G.A. Drawing of the weigh bridge along with civil drawings of foundation for making civil / structural provisions for weigh bridge mounting.
- 7.2 Vendor to visit the site and certify the civil/structural provisions.
- 7.3 Vendor to complete erection and commissioning at site.
- 7.4 Vendor to obtain required statutory approvals from Weights and Measures Deptt. (W & M).

7.5 Vendor shall provide all machineries, tools & tackles, safety equipments, manpower etc. for unloading, erection and commission of equipments in total at site.

8.0 EXCLUSIONS

The following items shall be excluded from the scope of supply of the equipment supplier:

- a) All civil work.
- b) Laying and termination of power cables to weigh bridge monitoring room.

9.0 INSPECTION AND TESTING

- 9.1 Weigh Bridge shall be tested as per approved QAP by owner / consultant.
- 9.2 Dimensional checkup shall be carried out at works for all equipment.
- 9.3 Performance and calibration test at site.
- 9.4 Inspection / Calibration by Statutory Authorities.
- 9.5 Owner / authorized representative shall at all times have an access to supplier's / supplier's sub-vendor's workshop to witness fabrication stages.
- 9.6 Internal inspection record shall be maintained by supplier / supplier's sub vendor at all times, if any stages are found lacking by way of proper records, owner reserves the right to ask supplier to modify / amend the fabrication stages.
- 9.7 In order to verify system performance, the owner shall witness the execution of the Factory Acceptance Test procedures. The supplier shall notify the owner two weeks in advance of the start of this test.
- 9.8 The Factory Acceptance Test specification shall be submitted to the owner for review and approval prior to execution. A minimum of 2 weeks shall be allowed for the owner to review and to comment and /or approve the Factory Acceptance Test Specification.

10.0 GUARANTEE

- 10.1 The weigh bridge shall be guaranteed for satisfactory performance at specified conditions and rating. All components shall be guaranteed against faulty design, defective or improper materials, poor workmanship or failure from normal use during the guarantee period.
- 10.2 The system supplied shall be guaranteed for trouble-free operation for the period of 12 months from the date of handing over.
- 10.3 Performance guarantee runs shall be conducted as per relevant International standards after one month of continuous trouble-free operations.
- 10.4 All guarantees from equipment suppliers will be vested in the owner.
- 10.5 Guarantees will be full guarantees & will include all overhead, profit, incidental charges and sundries of the supplier.
- 10.6 Where damage is caused to any other item by any failure of the item guaranteed, then the guarantee shall also include the costs incurred in rectifying that damage.

11.0 SUPPORT

The supplier shall extend the following support to the Owner :

11.1 Start-up Support

- Training
- Equipment Training.
 - Operation and maintenance.
 - Trouble shooting.

11.2 Post Start-up Support

Technical support - Critical spare parts list.

- Maintenance and trouble shooting support. Owner site support.
- Preventative maintenance
- System improvements (supplier shall notify owner of any improvements available on a regular basis).

12.0 DOCUMENTATION

- A. Document to be submitted by the vendor along with offer **(in 2 sets)**:
- A.1 General arrangement drawing clearly marking battery limit terminations.
 - A.2 Enquiry document duly filled in place of * mark and signed & stamped on all pages as an acceptance of the specification.
 - A.3 Deviation to the specification if any. Absence of list of deviations shall be construed as compliance of specification in toto.
 - A.4 Quality assurance plan.
- B. Document to be submitted within 2 weeks of LOI/PO for comments / approval **(in 4 sets)**:
- B.1 G.A. drawing and Foundation drawing.
 - B.2 Earth Pit drawing
 - B.3 G.A. Drawing of control panel
 - B.4 SLD & wiring drawing of control panel.
 - B.5 Detailed bar chart.
 - B.6 Quality assurance plan.
- C. Document to be submitted before commissioning of system **(in 4 sets)**:
- C.1 Operation & maintenance manual.
 - C.2 As-built drawings as listed in item B above.
 - C.3 Material test certificate.
 - C.4 Technical catalogue of all Bought-outs.
 - C.5 Calibration certificate for all instruments.
 - C.6 Certificate from Statutory Authorities.

13.0 SPARES

Tenderer to forward a list of essential spares along with prices for 2 year trouble-free operation and annual maintenance contract along with the offer.

13.0 ANNUAL MAINTANANCE CONTRACT

13.1 The contract firm has to carry out 4 (four) Quarterly Preventive Maintenance Schedules and attend unlimited breakdown calls through specially trained staff.

13.2 The break down calls shall be attended at the earliest or maximum within 1 working day to continue un interrupted operations. If break down calls are not attended within 1 day owner will have right to apply penalty as applicable.

13.3 All the repairs and spares of the weighbridge & intelligent monitor/display unit except Load Cells, print – heads, Disc drives, key boards, consumables etc., shall be borne by the Contractor

13.4 The Contractor should carry out calibration/certification from weights and measures department, 1st at the commencement of contract, whenever if required, 2nd at time of extension on annual contract (Min. total of 2

times for each weighbridge/weighing Scale in contract period of two year including extension period for which no additional payment will be paid to successful bidder.

13.5 In case of Load Cell failure/damage beyond repair, the Contractor shall have to replace the same till such period, a new Load Cell is procured/ arranged for replacement, so that the weighment work at the Terminal is not hampered.

The above specifications are indicative of owner requirement. Bidder needs to confirm compliance to all technical requirement to satisfactory performance of Weigh Bridge.



बामर लॉरी एंड क. लिमिटेड

(भारत सरकार का एक उधम)

BALMER LAWRIE & CO. LTD.

(A Government of India Enterprise)

Multi Modal Logistics Hub (MMLH)

SBU – Logistics

30-15-154/4F2, 5th Floor, GKP Heavenue,

Dabagardens Main Road, Visakhapatnam - 530020

TENDER DOCUMENT

for

Design, Supply, Installation and Commissioning and necessary statutory approval of 3 Nos 80 MT Pit Type Static Electronic Weigh Bridge for Multi Modal Logistics Hub at Visakhapatnam, Andhra Pradesh

Tender No. MMLH / SWB / PT / 20

Date: 20.07.2017

Due Date: 09.08.2017, 16:00 Hrs

PART – II (PRICED)

1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications, Drawings and other Tender Documents.

2.0 The work shall be carried out as per approved drawings, Specifications and the description of the items in this Schedule and/or Engineer's instructions. Drawings enclosed with these documents are only for providing some preliminary of the work involved.

3.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.

4.0 Unless specifically mentioned otherwise in the Contract, the Tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, Constructional Plant, Temporary Work, labour, materials, levies, taxes, transport, layout, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.

5.0 The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary or may be deleted altogether. The Vendor, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.

6.0 Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the Tenderer. In case of illegibility, the rates written in word will be considered final. All entries shall be in English language.

7.0 Engineer's decision shall be final and binding on the Vendor regarding clarification of items in this Schedule with respect to the other sections of the Contract.

8.0 For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:

Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc. as applicable.

SCHEDULE OF WORK**Tender No.****MMLH / SWB / PT / 20****Tender Description:**

Design, Supply, Installation and Commissioning of 3 Nos 80 MT Pit Type Static Electronic Weigh Bridge.

SL	DESCRIPTION OF WORK	UNIT	QUANTITY [Q]	Unit RATE in figure Rs. [R]	Rate in Word	AMOUNT in Rs. [Am = Q X R]	AMOUNT in Word
Part-A	For Supply						
1.0	Design, Engineering, Manufacturing, Assembling, Inspection, Testing as per approved QAP at Factory, Packing forwarding of 3 nos 80 MT pit type Electronic Static Weigh Bridge along with all attachments, printers, computer with alpha numeric key board and necessary software's, inter connecting cable all complete in strict compliance with the engineering data sheets, specifications, standards and code required for smooth function of the Weigh Bridge system.	System	3.00				
2.0	Transportation & Unloading at Site	LS	1.00				
3.0	Transit Insurance	LS	1.00				
4.0	Total basic Price (1.0+2.0+3.0)						
5.0	Applicable IGST (% to be indicated by bidder)	LS	1.0				
6.0	Applicable SGST (% to be indicated by bidder)	LS	1.0				
7.0	Applicable CGST (% to be indicated by bidder)	LS	1.0				
8.0	Total Supply Price Part inclusive of taxes and duties - A (Item 4.0 +5.0 +6.0+7.0)						
Part - B	For Installation / Service						

Bidder Not to Quote Here

9.0	Installation at site, Testing, Commissioning of Items mentioned under Part - A : Item No. 1 as per technical specification & data sheets with all accessories required for smooth function of the Electronic Weigh Bridge but not specified.	System	3.0				
10.0	Site Calibration charge	System	3.0				
11.0	Weights & Measure Stamping Charge	System	3.0				
12.0	Total Basic Installation Price (Item 8.0+9.0+10.0)						
13.0	Applicable IGST (% to be indicated by bidder)	LS	1.0				
14.0	Applicable SGST (% to be indicated by bidder)	LS	1.0				
15.0	Applicable CGST (% to be indicated by bidder)	LS	1.0				
16.0	Total Installation Price Part inclusive of taxes and duties - B (Item 12.0+13.0+14.0+15.0)						
Part-C	Annual Maintenance Contract (AMC)						
17.0	Annual Maintenance Contract (after expiry of 1-year warranty period): Rectification & maintenance of 3 nos 80 MT static weigh bridges as mentioned above (excluding cost of spares and consumables) including manpower, tools tackles etc required for maintenance. The charges to be paid on monthly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Plant-in-Charge. The charges of consumables/spares shall be paid separately.	System	3.0				

Bidder Not to Quote Here

18.0	Applicable IGST (% to be indicated by bidder)	LS					
19.0	Applicable SGST (% to be indicated by bidder)	LS					
20.0	Applicable CGST (% to be indicated by bidder)	LS					
21.0	Total AMC Price Part - C inclusive of taxes and duties (Item No 17.0+18.0+19.0+20.0)						
22.0	Total Basic Amount (Item No 4 + Item No 12+ Item No 17)						
23.00	Total Quoted Price including GST For Part-A (Item 8.0)+Part-B (Item 16.0) +Part C (Item No 21.0)						
24.00	Total GST (23 - 22)						

Bidder Not to Quote Here

Note :

GST. shall be paid at actual against submission of documentary evidences. Bidder needs to submit excisable Original invoice in favor of VPLPL to enable us to get input tax credit

Civil Work is not in scope. However input required to design foundation of SWB needs to be submitted by bidder.

Bidder shall submit valid GST registration details.