



**Balmer Lawrie & Co Ltd**  
**(A Government of India Enterprise)**  
**Administration Department**  
**21, Netaji Subhas Road**  
**Kolkata - 700 001**

## **Supply, Installation-Commissioning of Fire Pump along with its allied repairing-replacement job of the existing FHS**

**At**

**9B Queen's Park & 39 Ballygunge Circular Road**  
**Balmer Lawrie & Co Ltd**  
**Ballygunge Circular Road, Kolkata 700019**

**Tender No. : 10/2018-19 Dated 07-08-2018**

**Due Date: 20.08.2018 AT 4.00 PM**

**PART - I**  
**(UNPRICED PART)**

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**UN-PRICED PART (PART I)**

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## **NOTICE INVITING TENDER**

### **Tender No. 10/2018-19 Dated 07-08-2018**

**M/S BALMER LAWRIE & Co LTD** invite Online Bid from their registered vendor only for Supply, Installation-Commissioning of Fire Pump along with its allied repairing-replacement job of the existing Fire Hydrant System ( FHS), **Balmer Lawrie & Co. Ltd at Ballygunge Circular Road, Kolkata – 700019.**

#### **SCOPE OF WORK**

Contractor's scope of the contract shall comprise of Supply, and Installation-Commissioning of Fire Pump in the existing Fire Hydrant System and to synchronize the total system with the existing Fire Hydrant System in such a way that if there any fire incident takes place, the said system can operate with a moderate water pressure which should be maintain through pressure switch.

#### **SITE VISIT**

The intending Bidders must visit the work-site at 9B Queen's Park and 39 BC Road, Ballygunge Circular Road, Kolkata-700019 for assessing the scope of the work and familiarize with the site condition of the existing set up thoroughly before submitting their offer.

#### **COMPLETION TIME**

- i) Time is essence of the contract. Time schedule for the total work is **Two (2) months** from the date of placement of Work Order or, handing over of site, whichever is later. Failing time schedule will impose LD equivalent to 1.0% of contract value for each week of delay or part thereof. The LD shall be limited to 5.0% of the total contract value.

#### **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, Conditions of Contract, and Technical Specification. The Priced Part consists of Priced Schedule. The Bidders is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority. Any clause defining offline bid submission in the tender document shall not be considered. For any clarifications please contact **Sri Dilip Kumar Das, Head (Administration & CSR)**, Email [das.dk@balmerlawrie.com](mailto:das.dk@balmerlawrie.com) , and ph no. 033- 22225401.

The Bidders has to keep track of any changes by viewing addendum / corrigendum issued by the tender inviting authority on time – to – time basis in the e-procurement platform. The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

#### **TENDER SUBMISSION**

Price Bid to be submitted by online mode through <https://balmerlawrie.eproc.in>. **Bidders are requested to register on that site through their digital certificate (sign in & encryption both required).** After submission of bid online, the Bidders are requested to submit the originals of DD/BG towards EMD, Tender Fee to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement. The Bidders shall invariably furnish the original DD/BG to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of Bidders. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders is found to be false/ fabricated/ bogus, the Bidders is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

The Bidders is requested to get confirmed acknowledgement from the tender inviting authority as a proof of hardcopies submission to avoid any discrepancy. The Bidders has to attach the required documents after downloading the same as required by the tender inviting authority in its tender conditions.

Bidders found defaulting in submission of hardcopies of original DD/BG for EMD and Tender Fee to the tender inviting authority on or before the tender stipulated time for un-priced bid opening and other uploaded documents before concluding the agreement will be suspended/ disqualified from the participating in tenders on e-procurement platform, for a period of 12 months from the date of bid submission.

The Bidders 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 processes and steps. Balmer Lawrie & Co Ltd and **C1 India** (service provider) are not responsible for incomplete bid submission by users. Users 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. Contact details of our e-proc service provider C1 India Pvt. Ltd are as under:

Contact Person	Email	Contact Number	Days
<b>Tirtha Das (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	Monday - Friday
<b>Partha Ghosh (Kolkata)</b>	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	Monday - Friday
<b>CH.Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	Monday - Saturday
<b>Ujwala Shimpi (Mumbai)</b>	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865608	Monday - Friday
Helpdesk Support (Kolkata)	-	+91-8017272644	Monday - Saturday
<b>Escalation – 1 Tuhin Ghosh (Kolkata)</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	Monday - Friday

The hardcopies as explained above should reach the office of **Head (Administration & CSR), Balmer Lawrie & Co. Ltd, 21, Netaji Subhas Road, Kolkata-700 001**, on or before the due date of submission of tender.

#### **EARNEST MONEY DEPOSIT**

Un-priced Part should be accompanied by a Bank Draft or Bank Guarantee of **Rs 5,000.00** (Rupees five thousand only) towards earnest money deposit executed by any scheduled bank drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Kolkata as per format enclosed.

Public Sector Enterprises and Small Scale Units registered with National Small Scale Industries are exempted from payment of Earnest Money Deposit and Tender Fee. Bidders to submit necessary document (copy of Certificate of Registration from NSIC, SSI, SME) to claim waiver of Earnest Money Deposit.

#### **SUPPLY OF MATERIAL**

The contractor shall supply all materials required for the work, along with all relevant tools, tackles, lifting equipment i. e. cranes to be arranged at his own cost.

#### **TAXES & DUTIES**

Rates quoted shall be exclusive of GST & duties, which will be extra as applicable.

#### **PAN, GST, ESI & PF REGISTRATION**

Bidders are required to submit PAN, GST registration, Provident Fund registration, ESI registration along with un-priced part of their offer, failing which their offer may be liable to be rejected.

## **NON-CONFORMANCE**

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

## **VALIDITY OF OFFER**

Tenders shall keep their offer valid for a period of **90 Days** from the date of opening of Technical bid.

## **RIGHT OF ACCEPTANCE / REJECTION**

**M/s Balmer Lawrie & Co Ltd** reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,

Yours faithfully,  
for **BALMER LAWRIE & CO. LTD.**

**(DILIP KUMAR DAS)**  
**HEAD (ADMINISTRATION/CSR)**

# **CONDITIONS OF CONTRACT**

## **1.0 DEFINITIONS**

The following expressions hereunder and elsewhere in the contract documents used shall have the following meanings respectively assigned to them namely,

1.1 The "Owner/Client" shall mean M/s **Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.

1.2 The 'Project' shall mean "Supply, Installation-Commissioning of Fire Pump along with its allied repairing-replacement job of the existing FHS" of Balmer Lawrie residential complex at 9B Queen's Park and 39 Ballygunge Circular Road, Kol-19.

1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer /Officer authorized by the 'Owner' for the purpose of the contract for overall Supervision and Co-ordination of site activity and certification of billing.

## **2.0 DETAILS OF HARD COPIES TO BE SUBMITTED ALONG WITH THE TENDER**

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

- (a) Un-priced Tender Document duly filled in and signed by the Bidders as prescribed in different clauses of Tender documents. Price bid format shall require to be downloaded. Quoted Price to be filled in the hard copy by the Bidders with stamp and signature in each page, scan and upload the same. No hard copy of price bid shall be submitted.
- (b) Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- (c) Details of similar work done in past seven years by the Bidders.
- (d) Other documents invited as per notice inviting tender.

## **3.0 RATES AND OTHER ENTRIES**

- (a) The Bidders should quote for all items in the Schedule of Work. 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.
- (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. Corrections if any should be attested by full signature of the Bidders.
- (d) Every page of the tender document including annexure / enclosures shall be stamped and signed by the Bidders or his authorised representative thereby indicating that each and every page has been read and the points noted.

## **4.0 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 Bidders(s) in the manner the Owner considers suitable. The work

may be split up if considered expedient. It may please be noted that bids of any tender may be rejected if a conflict of interest between the Bidders and the Company/ its employees is detected at any stage.

## **5.0 SECURITY DEPOSIT**

5.01 On acceptance of the Bid, Contractor shall within ten (10) days, deposit with the Owner a 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 **Balmer Lawrie & Co Ltd.**
- b) Bank Guarantee executed by any Scheduled Bank.

5.02 If Contractor 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 Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work.

No interest shall be payable against Security Deposit.

## **6.0 POWER**

Power required for the work shall be provided by the owner at free of cost.

## **7.0 ACCESS TO THE SITE**

Contractor should visit the site and familiarise themselves thoroughly with the site conditions before submitting the tender. As the job site will be in accordance with a running office, therefore the total job to be executed through accordingly.

## **8.0 SUPPLY OF MATERIAL**

8.01 All materials required for the work shall be supplied by the contractor. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Contractor. All incidental expenses, loading, unloading, transportation, handling, storage after delivery etc. shall be the responsibility of the contractor and cost towards such expenses should be included in the finished item rates.

8.02 All other materials, as required to complete the works in all respects according to the contract rates shall be inclusive of all freights, sales tax, GST, service tax and other taxes, duties, CESS, royalties, loading, unloading, transporting, handling and storage charges etc.

## **9.0 TERMS OF PAYMENT**

9.01 **90% payment** shall be released on successful commissioning of the total job based on certified joint measurement with all supporting documents as per tender.

9.02 **10% of the payment** of gross amount billed will be withheld as "Retention Money" and which will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge. The retention money shall be released only after successful completion of performance guarantee period. The retention money can also be released on submission of Bank Guarantee of equivalent amount valid for defect liability period after contractual completion of work.

## **10.0 WARRANTIES & GUARANTEES**

Contractor shall guarantee Owner against any and all defects in design, workmanship, materials and performance for a period of twelve (12) months from the date of completion of work. Should any defect develop during the guarantee period, it shall be remedied promptly free of charge by the contractor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the contractor.

### **11.0 TAXES & DUTIES**

Rates quoted shall be exclusive of GST, which will be payable extra as applicable.

### **12.0 COMPLIANCE WITH REGULATION & INDIAN STANDARDS**

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular the equipments and installation will comply with the following:

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Contractor 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, Contractor may contact Owner for further details.
- (v) Contractor 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) Factories Act.
- (vii) Indian Electricity Rules.
- (viii) Workmen's compensation Act.

### **13.0 INSURANCE & INDEMNITY**

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

### **15.0 LIQUIDATED DAMAGE**

- ii) If the contractor 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 contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1.0% of contract value for each week of delay or part thereof.



The LD shall be limited to 5.0% 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 CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time or in the even progress of Contractor's work is behind schedule, as judged by the engineer-in-charge.
- (iii) If in the opinion of the Engineer-in-Charge the works have been delayed beyond the day of completion -
  - (a) by force Majeure or
  - (b) by reasons of exceptionally inclement weather or
  - (c) by reason of civil commotion, illegal strikes or lock-out affecting any of the building tradesmen in which case the Contractor should immediately give written notice thereof to the Engineer-in-Charge.

Then the Engineer-In-Charge may in writing make a fair and reasonable extension of time for completion of the works, provided further that the Contractor shall constantly use his best endeavor to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Contractor under clause herein above.

## **16.0 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.

## **17.0 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.

## **18.0 RIGHT OF OWNER TO TERMINATE THE CONTRACT**

- (i) If the Contractor 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 Contractor (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 contractor.

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 Contractor thereunder.

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

- 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 14 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

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 Contractor requiring the Contractor to observe or perform the same, or

- f) 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
- g) has failed to comply with the Engineer-in-Charge's instructions, or
- h) 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 days' notice in writing to the Contractor 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 Contractor 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 contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. 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 contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor 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 Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 14 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 contractor 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 contractor and the amount which shall be so certified, shall thereupon be paid by the owner to the Contractor or by the Contractor 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 Contractor until the said works are completed.

- (ii) 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 Contractor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Contractor 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.
- (iii) Should the Contract be determined under sub-clause of this clause and the Contractor 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 Contractor.

## **19.0 HSE REQUIREMENT BY CONTRACTORS**

### **Housekeeping**

Contractors 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 Contractor.

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.

### **Confined Space**

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

### **Tools, Equipment and Machinery**

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

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (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.

### **Working at Height**

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

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor 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 Contractor 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.

### **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. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **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.

### **Roof Work/Access**

Roof work and access to roofs must not be undertaken without prior authorization from Owner.

### **Overhead Work**

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

## **Lifting Operations Cranes and Hoisting Equipment**

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

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

## **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.

## **Lockout Tag out ("LOTO")**

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

## **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.

## **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.

## **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor 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 Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by the owner.

# Check List

**CHECK LIST FOR SUBMISSION OF TENDER  
(TO BE SUBMITTED WITH UN-PRICED PART)**

Bidders are requested to fill up this Check List and attach supporting documentary evidence. Please tick [  ] the box and ensure compliance.

- |      |  |            |                          |
|------|--|------------|--------------------------|
| 1.0  | <b>Covering Letter with Tender</b>   | Submitted  | <input type="checkbox"/> |
| 2.0  | <b>Validity of Offer</b>   |            |                          |
|      | Ninety (90) days from date of opening of Un-priced bid of the Tender   | Confirmed  | <input type="checkbox"/> |
| 3.0  | <b>Earnest Money Deposit (EMD)</b>   |            |                          |
|      | Submitted <input type="checkbox"/> Exempted <input type="checkbox"/> being PSU <input type="checkbox"/> NSIC <input type="checkbox"/><br>Value Rs. _____ |            |                          |
|      | BC / DD No. _____ Date _____   |            |                          |
|      | BG No. _____ Date _____ Valid upto _____   |            |                          |
| 4.1  | NSIC Registration Certificate  | Submitted` | <input type="checkbox"/> |
| 4.2  | MICRO / SMALL INDUSTRIES Registration Certificate  |            | <input type="checkbox"/> |
| 4.3  | Whether Micro / Small industries owned by SC /ST Entrepreneurs<br>(Valid documentation to be submitted)  |            | <input type="checkbox"/> |
| 5.0  | <b>Price Schedule</b> in Un-priced Bid duly blanked out and signed   | Submitted  | <input type="checkbox"/> |
| 6.0  | <b>Price Schedule</b> does not contain any condition   | Confirmed  | <input type="checkbox"/> |
| 7.0  | <b>Tender Document</b> (along with addendum) duly signed and stamped on all pages  | Submitted  | <input type="checkbox"/> |
| 8.0  | <b>Price quoted</b> are strictly in the Tender price schedule  | Confirmed  | <input type="checkbox"/> |
| 9.0  | <b>Payment Terms</b> in compliance to tender requirement   | Confirm    | <input type="checkbox"/> |
| 10.0 | <b>Completion Period</b> in compliance to tender requirement   | Confirm    | <input type="checkbox"/> |
| 11.0 | <b>LD clause</b> in compliance to tender requirement   | Confirm    | <input type="checkbox"/> |
| 12.0 | <b>Warranties and Guarantee</b> in compliance to tender requirement  | Confirm    | <input type="checkbox"/> |
| 13.0 | All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document   | Confirm    | <input type="checkbox"/> |

**PROFORMA OF THE GUARANTEE**  
**BID BOND/ EARNEST MONEY DEPOSIT**

To  
Balmer Lawrie & Co. Ltd.  
Administration Department  
Kolkata- 700 001

Whereas ..... (Name of the Bidders) (hereinafter called "the Bidders") has submitted its bid for the ..... (purpose) (hereinafter called "the Bid") against Tender reference No. .... dated ..... M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidders 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 Bidders) 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 BALMER LAWRIE & CO. LTD.....(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 ..... 2017.

THE CONDITIONS of this obligation are :

1. If the Bidders withdraws its Bid during the period of bid validity specified by the Bidders on the bid form; or
2. If the Bidders, 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 ..... 2017 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

**BANK GUARANTEE**  
**(PERFORMANCE)**

Letter of Guarantee No.

Dated : the            day of

THE GUARANTEE is executed at Kolkata on the            day of .....by .....(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), ..... an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001 (hereinafter referred to as "the Company") issued a Tender being No. dated            (hereinafter referred to as "the said Tender") for (set out purpose of the job) and pursuant thereto Messrs/ Mr.....(set out full name and address of the Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance thereof an Order being No..... dated ..... (hereinafter referred to as "the said Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees ..... only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Contractor under the Agreement dated the ..... day of ..... (hereinafter referred to as "the Agreement ") entered into by and between the Company of the one part and the Contractor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we ..... (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
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 Contractor 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 Contractor.
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 :

**PROFORMA OF THE GUARANTEE  
(SECURITY DEPOSIT)**

Balmer Lawrie & Co. Ltd.  
Administration Department  
Kolkata- 700 001

Dear Sir,

That Messrs/Mr. ....(set out full name and address and constitution of the Contractor) (hereinafter referred to as "the Contractor") 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 Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor 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 Contractor) 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 :

- 3 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 Contractor) 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 realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. .... (set out full name of the Contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor 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 Contractor 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 Contractors), 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 Two Thousand and Fourteen granted by the Bank.

Yours faithfully,

Dated : ..... (Place)

..... (Date)

.....  
(Signature of Officer on  
behalf of .....)  
(Set out name of the Bank)

# **TECHNICAL SPECIFICATION**

## 1.0.0 SCOPE OF WORK FOR 39 BALLYGUNGE CIRCULAR ROAD -

Annex: 1

Sl. No	Description of Items	Unit	Qty
1.	SITC of 7.5Hp Booster Pump. Make:- Kirloskar/Crompton or equivalent	No	01
2.	SITC of Auto Start Fire Panel with Star/Delta Starter	No	01
3.	MS ERW black pipe (IS: 1239 part-1)2004/IS: 3589 medium grade, standard length- 4-7 mtrs with MTC. Plain End including cutting, edging & electric welding etc. Complete with anticorrosive treatment to buried pipes membrane applied over a coat of primer for external yard hydrant network. Make:- Tata/Jindal/Bansal/Nezone or Equivalent		
3.1	100MM	Mtrs	60
3.2	80MM	Mtrs	12
4.	Cast iron double flange Gate Valve as per IS: 14846:2000 (PN 16) non rising spindle of SS AISI: 410, internal working parts of GM, flange drilled as per IS:1538, Table-6, with CI wheel. Make: Kartar/CRI or Equivalent		
4.1	100MM	No	01
5.	SITC of NRV (wafer type) with flange/fittings. Make: Kartar/CRI or Equivalent		
5.1	100 MM	No	01
6.	CI hand operated multipurpose soft sealed wafer Butterfly Valve having centric disc construction one piece body, replaceable seal PN- 1.0 pressuring rating, complete with matching flanges. Make:- Kartar/CRI or Equivalent		
6.1	100 MM	No	03
7.	SITC of GM Air Release Valve. Make: Kartar/CRI or Equivalent		
7.1	25MM	No	01
8.	Supply & Installation of 02 way Fire Brigade Inlet, Make: Kartar/GEI or Equivalent	No	01
9.	Single headed stainless steel ISI marked oblique pattern Hydrant landing valve with 80 mm dia, flanged inlet & 63 mm instantaneous type female outlet complete with gun metal cap & GI chain, twist release type lug & all accessories as per IS: 5290-1983 (Type-A). Make:- Kartar/GEI or equivalent	No	04
10.	Pressure gauge set	No	01
11.	Pressure Switch set	No	01
12.	Supply & Installation of 2.5sq.mmX 4 Core Flexible armoured cable for pump connection	JOB	01
13.	Supply & Installation of 1 sq. mm x 2 Core Flexible cable for pressure switch connection	JOB	01
14.	Structural support for pipe line - angel, anchor fastener, clamps etc	LS	01

## SCOPE OF WORK FOR 9B QUEEN'S PARK

Sl. No	Description of Items	Unit	Qty
1.	SITC of 7.5Hp Booster Pump. Make:- Kirloskar/Crompton or equivalent	No	01
2.	SITC of Auto Start Fire Panel with Start/Delta Starter	No	01
3.	MS ERW black pipe (IS: 1239 part-1)2004/IS: 3589 medium grade, standard length- 4-7 mtrs with MTC. Plain End including cutting, edging & electric welding etc. Complete with anticorrosive treatment to buried pipes membrane applied over a coat of primer for external yard hydrant network. Make:- Tata/Jindal/Bansal/Nezone or Equivalent		
3.1	80MM	Mtrs	78
3.2	50MM	Mtrs	06
4.	Structural support for pipe line - angel, anchor fastener, clamps etc	LS	01
5.	S.I.T.C of First Aid Hose Reel 30 meter full length with pvc shut off nozzle fitted with M.S fabricated Hose Drum complete with wall mounting bracket. Make: ATASI/BRG/SAFEGUARD or Equivalent	Set	03
6.	S.I.T.C of 63 mm single headed SS landing valve with flange & nut/bolts. Make: ATASI/BRG/SAFEGUARD or Equivalent	Set	03
7.	SS branch Pipe with nozzle. Make: ATASI/BRG/SAFEGUARD or Equivalent	No	03
8.	CP fire hose ISI marked 15 meter full length complete with SS coupling & GI binding. Make: ATASI/BRG/SAFEGUARD or Equivalent	Set	03

9.	M.S fabricated Hose Box (Single) glass fronted to accommodate 15 mtr 1 hose length & one branch pipe. Make: ATASI/BRG/SAFEGUARD or Equivalent	Set	03
10.	CI hand operated multipurpose soft sealed wafer Butterfly Valve having centric disc construction one piece body, replaceable seal PN- 1.0 pressuring rating, complete with matching flanges. Make:- Kartar/CRI or Equivalent		
10.1	80MM	No	3
11.	SITC of NRV (wafer type) with flange/fittings. Make: Kartar/CRI or Equivalent		
11.1	80MM	No	01
12	SITC of GM Air Release Valve. Make: Kartar/CRI or Equivalent		
12.1	25MM	No	01
13.	Supply & Installation of 02 way Fire Brigade Inlet, Make: Kartar/GEI or Equivalent	No	01
14.	Pressure gauge set	No	01
15.	Pressure Switch set	No	01
16.	Supply & Installation of 2.5sq.mmX 4 Core Flexible armoured cable for pump connection	JOB	01
17.	Supply & Installation of 1 sq. mm x 2 Core Flexible cable for pressure switch connection	JOB	01

## 2.0.0 GENERAL REQUIREMENTS

### Cleaning up of Work Site

The Contractor shall, from time to time, remove all rubbish resulting from execution of his work. No material shall be stored or placed on passage or drive ways. Upon completion of work the Contractor shall remove all rubbish, tools, scaffoldings, temporary structures and surplus materials etc. to leave the premises clean and fit for use.

### Inspection & Testing

On completion of erection works, the Contractor shall request the Engineer for inspection and tests with minimum fourteen (14) days advance notice.

The Engineer shall arrange for joint inspection of the installation for completeness and correctness of the work. Any defect pointed out during such inspection shall be promptly rectified by the Contractor.

The installation shall be then tested and commissioned in presence of the Engineer and put on trial run for stipulated contract period.

All rectification, repair of adjustment work found necessary during inspection, testing, commissioned and trial run shall be carried out by the Contractor without any extra cost.

### Guarantee

In the installation if any trouble arises due to the use of defective or faulty material and/or bad workmanship within a period of 12 months from the date of taking over, the Contractor shall guarantee to replace or repair the defective part or parts at site to the entire satisfaction of the Engineer free of charge.

## 3.0.0 SPECIAL TOOLS & TACKLES

A set of special tools & tackles supplied by different manufacturers of Equipment which are necessary or convenient for erection, commissioning, and maintenance and overhauling of the equipment may be made available to the Contractor at the discretion of Engineer.