



Balmer Lawrie & Co Ltd

(A Government of India Enterprise)
SBU-Greases & Lubricants
P-43 Hide Road Extension
Kolkata-700088

*Renovation(Civil,Interior & Electrical) as part of ARL renovation
Project work at*

Applications Research Laboratory

Greases & Lubricants,Kolkata

Tender No. ARL/CE/15/15-16

Date : 29/12/2015

Due Date : 20/01/2016 17:30 hrs

IMPORTANT INSTRUCTION

Notwithstanding any other condition/provision in the tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the PQ criteria. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders tender will be rejected.

TENDERER'S CHECKLIST POINTS

Tenderer shall require filling in the table below appropriately:

SI No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Tender Fees	
2	Earnest Money Deposit	
3	Audited Annual Reports (for past three years)	
4	Completion Certificates for similar work executed	
5	List of Work Executed as per format	
6	List of Work in Progress as per format	
7	Power of Attorney of the Signatory	
8	Organisation Structure	
9	Ownership of fabrication shop	
10	Confirmation on Time of Completion of the job	
11	Names of Govt Engineering Colleges (2 nos) of repute where from bidder seek design vetting	
12	Project Implementation Schedule	
13	PAN	
14	Provident Fund Registration	
15	TIN, VAT Registration	
16	Service Tax Registration	
17	ESI Registration	
18	CESS ((Building & other construction workers' Act, 1996)	
19	Solvency certificate	
20	Sourcing of material within a distance of 500 KM	
21	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (Incase of "Micro & Small" industries)	
22	Submission of scheme structural drawings and coloured isometric view of warehouses.	
23	Whether the tenderer is a relative of any of the Directors of Balmer Lawrie (BL). 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.	

Hard copies of the above confirmatory documents must be sent before due date of submission of online tenders

LIST OF CONTENT:

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PRICED PART (PART II)

- 1. SCHEDULE OF WORK**

NOTICE INVITING TENDER
Tender No. ARL/CE/15/15-16

PUBLIC E-TENDER NOTICE

Balmer Lawrie & Company Limited
SBU: Greases & Lubricants
Applications Research Laboratory
P-43 Hide Road Extension, Kolkata-700088

Balmer Lawrie & Co Ltd invites sealed tenders in prescribed tender form under two bid system from bonafide contractors as per following details

Name of Work	Due Dates (both days inclusive)	Contact Person
Renovation of ARL (Interior ,civil , electrical work,sanitation,plumbing,external beautification)as part of ARL renovation work as per the details given in the tender enquiry Cost of tender: ₹ 5000.00	19/12/2015 From 10:00 Hrs To 20/01/2016 up to 17:30 Hrs	Manager O/O-E D(Greases & Lubricants) TEL: 03324505252 Email: banik.s@balmerlawrie.com

Note: Any Addendum/Corrigendum/Bid date extension in respect of above tender shall be issued on our website <https://balmerlawrie.eproc.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

Note: All Bidders must have Digital Signature Certificate Class III(Sign+encrypt)and have to register themselves in the above website in order to download the tender and Bid for the same.

- 1.0 Balmer Lawrie & Co Ltd (BL) invite ONLINE BIDS from experienced, competent and resourceful contractors with sound technical and financial capabilities under two bid system for renovation (interior, civil, & electrical) of Applications Research Laboratory ,Greases and Lubricants, Kolkata

2.0 **SCOPE OF WORK**

The tender under reference covers Interior renovation, civil work for extension of a floor ,external beautification & complete electrical work of ARL as mentioned in schedule of work, general condition of contract, special condition of contract and drawings. The detail scope of work has been defined in "**Technical Specification**" enclosed in the tender. The tenderer shall submit a scheme drawing to demonstrate the interior & structural drawing and stability certificate as per the Owner's requiremnt proposed to be adopted, along with their bid. A coloured view with best aesthetics shall also to be submitted.

The scope also includes shifting of existing tables chairs benches equipment of all types and cleaning of area before and after work. The work will commence in phases and it cannot hamper ongoing R&D work.

3.0 COMPLETION PERIOD

Time is the essence of the contract. The time schedule for total work according to the contract shall be Six(6) Calendar Months from the date of placement of order or LOI whichever is earlier.

4.0 **TENDER FEE**

Tender fee of Rs 5000/-- (non-refundable) by demand draft on any Schedule Bank payable at Kolkata in favour of M/s Balmer Lawrie & Co. Ltd should be submitted by the tenderer along with the un-priced part of the offer.

5.0 **EARNEST MONEY DEPOSIT**

Unpriced Part should be accompanied by a Bank Draft or Bank Guarantee of ₹ **100000.00 (One lakh 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. EMD submitted by way of Bank Guarantee should be valid for a minimum period of 120 days after the due date of tender submission.

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 in this regard.

6.0 **PRE-QUALIFICATION CRITERIA**

- 6.1 The prospective tenderers shall fulfil the following pre qualification criteria: Average annual turnover of the tenderer shall be minimum of **Rs 45 lacs** during last three financial years ending 31st March, 2015. **Audited Balance Sheet of the relevant Financial Year(s) (i.e. 2012-13, 2013-14 & 2014-15) duly certified by Chartered Accountant towards proof of fulfilling**

Annual Turnover Criteria as specified. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same

6.2 The tenderer should have successfully executed construction/renovation of office buildings/ Laboratories /R&D centres of the following minimum values during past seven years ending 31st March, 2015. The tenderer should be in this business during last seven (7) years. Ending 30th November 2015

- a. 3 jobs each of value not less than **Rs 55 lacs** or
- b. 2 jobs each of value not less than **Rs 70 lacs** or
- c. 1 job of value not less than **Rs 110 lacs**

The expression similar work shall mean projects relating to interior and renovation/repairs of office building including electrical, civil work, fire protection systems. Tenderer should have experience of undertaking the complete interior works including furnishing of offices/R&D laboratories .commercial establishments in which civil, interior finishing, electrical, plumbing, sanitation and fire systems works was integral part in their own name (name of the contractor)

Any other project such as interior of factory premises, only structural works, interior of any residential building etc. or any building work having only civil works without interior finishing works shall not be considered as similar work

Copy of work orders and completion certificates from reputed clients in India and abroad should be enclosed as supportive documents. Order copy issued by the owner to the consultant shall also be furnished if the completion certificate is issued by the consultant on behalf of the owner. The completion certificate should include following Details :-

- 1. Work order reference and name of work.
- 2. Total amount of work in ₹ completed against work order.
- 3. Date of completion.
- 4. Name of agency executed.

Such works shall be carried out by the party directly in their name. Sub Contracting from main contractors shall

The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be considered while evaluating the individual work order value.

6.3 The tenderer must produce Original Solvency Certificate for Rs 25 lakhs from any Scheduled Bank.-original letter from the banker not older than Three(3) months shall be furnished.

6.4 The tenderers must have their own lab with latest softwares used in construction(interior,civil & electrical design and drawing softwares) & also testing facilities and own equipment. List should be attached along with the tender document indicating the softwares and equipment available with them.

6.5 Tenderers are required to comply HSE standards as mentioned in Appendix-A and Appendix-B of this tender document. Compliance of HSE shall be considered as one of the pre-qualification criteria of the bidders.

6.6 Audited Balance Sheet of the relevant Financial Year(s) (i.e. 2012-13, 2013-14 & 2014-15) duly certified by Chartered Accountant towards proof of fulfilling

Annual Turnover Criteria as specified. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same.

7.0 PRE- BID CONFERENCE

To understand the scope of work and to get clarifications on the queries, tenderers are requested to attend the Pre-Bid Conference. Tenderer must send communication to Shri S. Murali (**Mobile no. +919831678972, e-mail : murali.s@balmerlawrie.com**) to confirm their presence on 05/01/2016 at 11AM. Pre-bid conference shall be held at ARL library, Greases & Lubricants ,P-43 Hide Road Extension,Kolkata-700088. Prospective & willing tenderers are required to contact or e-mail to know the exact timing & venue of pre-bid meeting. However the prospective bidders who are unable to attend the Pre-Bid Conference are requested to follow our website for clarifications/updates or can email at murali.s@balmerlawrie.com/banik.s@balmerlawrie.com

8.0 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 Condition of Contract, Technical Specification and 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 Sri S. Murali (Mobile no. +919831678972). Any clause defining offline bid submission in the tender document shall not be considered.

9.0 TENDER SUBMISSION

The intending bidders shall be deemed to have visited the site and familiarise themselves 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 tenderer is 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):

Ritabrata Chakraborty	ritabrata.chakraborty@c1india.com	+91-86979 10411
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
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 furnish the original Demand Draft for Tender fee and Demand Draft /BG for EMD 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 for 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 read all the terms and conditions mentioned in the tender Document and seek clarification if any from if in doubt from Sri S. Murali.

The bidder should keep track of any Addendum / Corrigendum / Amendment issued by the Tender Inviting Authority on time-to-time basis in Company's website ([www. Balmerlawrie.com](http://www.Balmerlawrie.com)) and e-procurement site (<https://balmerlawrie.eproc.in>). No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company calling for tenders 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 users. 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.

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.

The hardcopies of the Bid Documents as explained above and also defined in clause no. 3.05 under sealed envelope should reach to the kind attention of Shri Subhangkar Banik

Manager

O/O-E D (Greases & Lubricants),

Balmer Lawrie & Co. Ltd

P-43 Hide Road Extension

Kolkata-700088

on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the ground floor of main administrative building.

Tenderers are required to quote item-wise prices online .No physical submission of price bids shall be made.

10.0 SUPPLY OF MATERIAL

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

11.0 TAXES & DUTIES

Rates shall be inclusive of all taxes & duties e.g. WCT, VAT, ST, CST, CESS (Building & other construction workers' Act, 1996), levies, excise, royalty, Octroi etc & service tax as applicable, however Excise Duty, CST / VAT and Service Tax shall be quoted separately as per format given in the schedule of work.

12.0 PAN, VAT REGISTRATION, SOLVENCY CERTIFICATE, ESI & PF Registration

Tenderers are requested to submit PAN, Sales Tax Registration, and Solvency Certificate from banker (not older than six months), ESI and Provident Fund registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

13.0 NON-CONFORMANCE

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

14.0 VALIDITY OF OFFER

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

15.0 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. Corrections if any should be attested by full signature of the tenderer.
- (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.

16.0 **RIGHT TO ACCEPT OR REJECT TENDER**

- 16.1 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.
 - 16.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
 - 16.3 All the bids will be evaluated based on Pre-qualification and other criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the pre-qualification criteria will not be considered for commercial evaluation.
 - 16.4 Tender if submitted through e-mail or fax shall be summarily rejected.
 - 16.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.
- 17.0 **Placement of Order:**
Purchase Order/Work Order will be based on L1 rate at the discretion of Balmer Lawrie & co Ltd (BL).

For any Technical clarifications / queries Tenderers are requested to contact **Shri S. Murali (Mobile +91983678972, e-mail : murali.s@balmerlawrie.com)** (from 10.00AM to 06.00PM, Monday - Friday).

for **Balmer Lawrie & Co Ltd**

ED(G&L)

GENERAL CONDITIONS OF CONTRACT

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ARTICLE - I

DEFINITIONS

1.00 GENERAL

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 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.
- 1.02 "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, Drawings / Sketches, Data Sheets, Addenda / Corrigenda to the tender document issued by the Owner, Form of Tender and Part II (Priced Bid) - Price Schedule.
- 1.04 The "Contractor / 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 Contractor.
- 1.05 The "Sub-contractor" shall mean any person or firm or company (other than the Contractor) to whom any part of work has been entrusted by the Contractor 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 renovation of ARL (interior,civil,electrical,plumbing & external beautification work).

- 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 Contractor / 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" shall mean M/s Creative Forum, having its registered office at 158/1, Bakul Bagan Road, Kolkata-700025.
- 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 Engineer-in-Charge as Site Engineer for the work to be performed by the Contractor 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/Consultant or Owner's authorised representative or Consultant'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 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 Contractor 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 Contractor 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 contractor.
- 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 contractor 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 Contractor.
- 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 Contractor.
- 1.28 The "Total Contract Value" shall up to calculation of the entire remuneration due to the Contractor 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 Contractor 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 contractor 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 book(s) / 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 Contractor or his authorised representative.
- 1.34 "Hindrances Register /sheet(s)" shall mean a vital document/logbook where all hindrances with date of occurrence and removal are noted.

ARTICLE - II

INTERPRETATION OF GENERAL CONDITIONS OF CONTRACT

2.00 GENERAL

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 Contractor. 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 contractor 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.

ARTICLE - III

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 / drawing / specification etc. before quoting. If there are any doubts about tender conditions he should obtain clarification from **Shri S. Murali (Mobile +919831678972, e-mail : murali.s@balmerlawrie.com)**. 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 site and acquaint himself with the site conditions, all factors which are likely to be relevant for the works, 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 has 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 its 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, Service tax, VAT 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.**
- (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, 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 is a special "Power of Attorney" relating to the specific tender of Balmer Lawrie & Co Ltd only. 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". However, photocopy of such notarized true copy shall not be accepted.
- (iv) 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) Documents demonstrating with list of plant/equipment/software available for designing for interior ,civil ,electrical & mechanical works.
 - d) Proposed site organisation chart along with bio-data of key personnel.
 - e) Latest certificate of solvency / Income Tax / Sales Tax/ VAT obligations, service tax registration etc.
 - f) Detailed work schedule / bar chart establishing compliance with the time of completion.
 - h) 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 / typed. Corrections if any should be attested by full signature of the tenderer.
- (iv) Every page of the tender document including annexures / 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 amongst two or more tenderers if considered expedient.

3.08 **CONTRACT AGREEMENT**

The successful tenderer shall within 10 days of the Owner's communication to him of the Acceptance of the Tender, 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) Tenderer shall be required to submit an Earnest Money of specified value as mentioned in 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 on a Kolkata branch of any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd.
- b) Bank Guarantee executed by any Schedule Bank as per proforma enclosed –

and shall be valid for a minimum period of 120 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 is payable against Earnest Money Deposit.

3.10 **SECURITY DEPOSIT**

- (i) On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 2% of the Contract value and the same shall be in any of the following form:
 - 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 as per proforma enclosed and shall be valid at least sixty days after the completion of work.
- (ii) 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 EMD of the bidder to whom Contract was awarded, 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 Contractor, 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. Owner can permit Contractor to replace the Security Deposit / Retention Money so retained by Bank Guarantee at his discretion after successful completion of the work.
- (v) Wherever the Security Deposit / Retention Money is furnished by Contractor in any form other than in cash or Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by extending the validity thereof before one month of date of expiry 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 Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor'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 Contractor at any time and realise cash thereof irrespective of whether or not Contractor disputes such right. However, if Contractor 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 Contractor under this Contract including completion of work in all respects, carrying out the obligations of Contractor 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 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 in excel using gantt chart and also in MS Project. **The allowed time for completion of the work as per the NIT includes contract agreement signing and mobilisation of manpower and equipment at site. The tenderer's schedule should be in synchronisation with other contractor's involved in the ARL renovation project. All schedules should be approved by Engineer In-Charge**

- 3.12.1 The contractor 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 MS Project, giving the latest dates of starting and latest dates of finishing of various operations comprising the work as also the activities in the critical path and 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 Contractor shall fail to submit to the Owner/ EIC a Progress Schedule as envisaged above or if the Owner/EIC and Contractor 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 contractor except as herein otherwise expressed provided), and shall issue the Progress Schedule so prepared to the Contractor,

which shall then be the Approved Progress Schedule and all the provisions of clauses 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 or such Progress Schedule prepared by the Engineer-in-Charge, the Progress Schedule first prepared by the Contractor (with 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 Any event that has occurred which will cause delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and in such as would entitle the Contractor to an extension of the time specified in this behalf in the Progress Schedule(s), has to be recorded in the Hindrance Register". The Contractor shall inform the site engineer and the Engineer-in-Charge in writing within a day 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 Contractor in his opinion that an extension of the time specified in the Progress Schedule relative to the particular operation(s) or item(s) or work or the entire work at the job site(s) is necessary, the Contractor shall within one day 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 Contractor.
- 3.12.5.1 The application for extension of time made by the Contractor 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 Contractor.
- 3.12.6 Notwithstanding the provisions of clause 3.12.5 hereof, the Owner may at any time at the request of the Contractor 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 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 to the period(s) of extension necessary shall be final and binding upon the Contractor.
- 3.12.7 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force majeure circumstances as defined in 3.12.8 hereof shall afford the Contractor 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 Contractor a ground for extension of time or relieve the Contractor 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 Contractor a ground for extension of time or relieve the Contractor 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 Contractor 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 hereof, 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 Contractor for and/or arising out of such delays, and the Contractor 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 Contractor, 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 3.12.6, as the case may be, not be construed as extension(s) of time extension 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 works or any part or operation thereof within the provisions of clause 3.12.5 or 3.12.6 hereof, unless the same has been communicated to the Contractor in writing by the Engineer-in-Charge under clause 3.12.5 or by the General Manager under clause 3.12.6 and in 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 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 of 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

Contractor 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 Contractor for better organising his work on a recognition that the Contractor 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.

ARTICLE - IV

GENERAL INFORMATION

4.01 SITE INFORMATION, CLIMATIC CONDITION ETC.

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.

Contractor should visit the site and familiarise themselves thoroughly before submitting the tender. For the purpose the contractors are required to contact **Sri S. Murali (Mobile +919831678972), e-mail : murali.s@balmerlawrie.com.**

4.02 CONSTRUCTION WATER

Water for construction shall not be made available to the contractor. Contractor has to arrange the construction water without any extra cost. The contractor at his own cost shall arrange distribution of pipe networks, storage and such distribution network arrangement shall have the prior approval of the Engineer-In-Charge so as not to interfere with the layout and progress of other jobs.

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 contractor will re-route or remove the temporary lines at his own cost in a manner so as to continue his (contractor's) work in an uninterrupted manner.

4.03 CONSTRUCTION POWER

Construction power as available at site would be made available from the substation/distribution boards situated near the work site free of cost for general lighting purpose only. Further arrangement for power distribution will be made by contractor depending upon the construction power requirement at his own cost as per Electricity Act and Rules framed thereunder and approved by Engineer-In-Charge.

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 contractor will re-route or remove the temporary lines at his own cost in a manner so as to continue his (contractor's) work in an uninterrupted manner.

4.04 ACCOMMODATION FOR LABOUR & SUPERVISORY STAFF

The Contractor 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 contractor must require proper identification with display of ID card; otherwise they will not be allowed to enter the premises. Necessary assistance in this regard may please be obtained from administration department.

4.06 CONTRACTOR'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 Contractor's field office, godowns, stores, workshops and assembly yard required for the execution of the Contract. Owner will not be responsible for allotting space outside company premises on behalf of contractor The Contractor shall at his own cost construct all temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer-in-Charge.

ARTICLE - V

**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 Contractor by the Engineer-in-Charge, whether mentioned in the Contract or not. The Contractor 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 conformity 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/ PMC under guidance of

EIC but this will not detract the contractor'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 Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorised representative by way of acknowledgment 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 Contractor'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 Contractor shall afford or procure for the Engineer-in-Charge, every facility and assistance to carry out such inspection. Contractor 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 Contractor, 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 AND ERECTION 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 Contractor will compensate the same. Shift working at two (2) shifts per day will become necessary and the contractor 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, Holidays and extended hours the Contractor will approach the Engineer-in-Charge or representative at least two (2) days in advance and obtain prior permission in writing.
- (iii) The Contractor 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 Contractor 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 Contractor 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

The completion of the work may entail working in the monsoon also. The Contractor 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 Contractor to keep the construction work site free from water at his own cost.

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 Contractor to enable him to visualise the type of Work contemplated and Scope of Work involved. The Contractor 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 contractor and same shall be approved by the Owner. Contractor 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 Contractor'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 CONTRACTOR

- (i) Where drawings/Data are to be furnished by the Contractor, 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/interior/electrical has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and got approved before proceeding with Manufacture/Construction/Fabrication/electrical work 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 Contractor 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.

5.07 SETTING OUT WORK

- (i) Contractor 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) Contractor 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 anytime during the progress of the works, any error appears or arises in the position, levels, dimensions or alignments of any part of the works, Contractor, 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 Contractor of his responsibility for the correctness thereof and Contractor 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, Contractor 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 Contractor's arrangements for the carrying out of the work and of constructional plant and temporary works which contractor 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 Contractor of any of his duties or responsibilities under this Contract.
- (ii) Contractor 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 upto 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 Contractor.
 - b) A month by month forecast upto 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 contractor. 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) Contractor shall bear all incidental charges for the storage and safe custody of materials at Site.
- (iv) Contractor 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 responsibility of Contractor 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 Contractor'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 Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve Contractor 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**

Contractor 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 Contractor shall be effectively protected against pilferage and against damage by the elements. Contractor shall adopt all procedures, maintain all personnel and keep all records so that, at all times Contractor can account for

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

5.11 **AUDIT**

- (i) Contractor'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 Contractor's accounts and shall have access to Contractor's premises, work and materials, records, ledgers and vouchers of every description pertaining to Contractor's performance of this Agreement.

5.12 **PACKING, MARKING AND DESPATCH INSTRUCTIONS**

- (i) Packing / Marking :
All fragile and all exposed parts shall be packed with care and the packages shall bear the words "WITH CARE" both in English , Hindi & Bengali.
All manufactured surfaces shall be painted with rust proof paint.

All small pieces shall be packed in cases.

All fabricated items shall have part mark as per approved drawing showing weight of element. Each consignment should have list of such elements with full description & weight alongwith total weight of consignment.

The contractor shall be held liable for all damage or breakage to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protections.

On three sides of the packages the following marks shall appear clearly visible and indelible painted at Contractor's care and expense -
FROM:

FOR: M/S BALMER LAWIRE & CO LTD.

P.O. NO.	ITEM NO.	NET WT.
GROSS WT.	DIMENSIONS	
CASE NO.	OF TOTAL	CASES

5.13 **DAMAGE TO PROPERTY**

- (i) Contractor 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's other Agencies within the premises of all Work of Owner/Owner's other agencies if such loss or damage is due to fault and / or the negligence or wilful acts or omission of Contractor, his employees, agents, representatives or Sub-Contractors.
- (ii) Contractor 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 Contractor, his employees, agents, representative or Sub-Contractors.

5.14 **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 Contractor 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.

5.15 **DISCREPANCIES BETWEEN INSTRUCTIONS**

Should any discrepancy occur between the various instructions furnished to Contractor, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between Contractor's staff and the Engineer-in-Charge's staff, Contractor 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.

5.16 **LIQUIDATED DAMAGE**

- i) 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'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 **5%** 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) 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 Contractor 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 Contractor under clause herein above.

5.17 **FORCE MAJEURE**

As explained in Clause no. 3.12.

5.18 **PERIOD OF LIABILITY**

- (i) Contractor shall maintain the installation 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 Contractor 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 Contractor or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.
- (ii) If Contractor 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, Contractor 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 Contractor or any Sub-Contractor 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 Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then Contractor shall at his own expenses and with all speed make good the defects so specified.

In the case Contractor shall fail to do so, Owner may take, at the cost of Contractor, 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 Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from Contractor will be final and binding on Contractor.

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 Contractor could obtain a completion Certificate he shall make good, with all possible speed any defect arising from the defective materials supplied by Contractor 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 Contractor'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 Contractor 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.

5.19 **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 day's 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.

5.20 **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 Contractor 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 Contractor 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 Contractor 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 Contractor.
- (iv) If any Sub-Contractor 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 Contractor request him to terminate such contract and the Contractor upon the receipt of such notice shall terminate such sub-contract and dismiss the Sub-Contractors and the latter shall forthwith leave the Work failing which the Owner shall have the right to remove such sub-contractors from the Site.
- (v) No action taken by the Owner under the clause shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation, extension of time or otherwise.

5.21 **PATENTS AND ROYALTIES**

Contractor, 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 Contractor is not licensed then the Contractor 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 Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or the Owner as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit.

5.22 **PERFORMANCE GUARANTEE & WARRANTY**

(i) Performance Guarantee:

- a) The contractor 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 contractor 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 contractor 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 Contractor 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 contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

5.23 **CONTRACTOR'S RESPONSIBILITY WITH OTHER AGENCIES**

Without repugnance to any other condition, it shall be the responsibility of the Contractor to work in close co-operation and co-ordinate the other contractors 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 Contractor before starting up the works shall in consultation with other contractors 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.

5.24 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited 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 shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract

5.24.1 Dispute between Public Sector Organisation:

Any dispute or difference between the parties hereto arising out of any notified claim of the Contractor in terms of 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 Contractor or any amount paid by the Owner to the Contractor 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.

5.24.2 Dispute with foreign parties:

5.24.2.1 Any dispute, controversy or claim arising out of or relating to this 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.

5.24.2.2 There shall be three arbitrators; one of the arbitrators 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 rules do not provide 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.

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

- 5.24.2.4 Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement, 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.
- 5.24.2.5 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.
- 5.24.2.6 This agreement shall be governed by the laws of India.
- 5.24.3 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor shall continue and to 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 Contractor shall remain liable and bound in all respects under the Contract.

ARTICLE - VI

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 Contractor. 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 Contractor 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 contractor 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 Contractor and/or at the Contractors work or otherwise, such materials or items or components. The inspection and/or test shall be conducted at the expense of the Contractor and if conducted by the Contractor 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 Contractor 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 sample to be submitted before the work is 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 Contractor for incorporation in the works.
- (v) The Contractor 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 contractor to test the works or any structure, material or component thereto at the risk and cost of the Contractor, either by the Contractor or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer on his behalf.
- (vi) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 contractor do so the same shall be uncovered at the contractor'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 Contractor, such tests shall be carried out by the Contractor 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 Contractor for the work to be done and for the performance of all the obligations undertaken by Contractor 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 Contractor under Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under Contract.
- (ii) 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 Contractor. Contractor 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 Contractor, 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 Contractor's obligation under the Contract, because in certain cases it may and in other cases it may not be expressly stated that Contractor 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 Contractor 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 contractor. All such payment shall be regarded merely as an advance payment against the amounts due to the contractor 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. Contractor 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 Contractor and agreed to by Owner and cannot be altered.

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 Contractor's authorised agent progressively. Such measurement will be got recorded in the Measurement sheet by the Engineer-in-Charge or his

authorised representative and signed in token of acceptance by Contractor or his authorised representative.

- (ii) For the purpose of taking joint measurement Contractor'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 Contractor.
- (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 Contractor
 - d) Date of agreement entered into with Contractor
 - 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 books/sheets shall be machine numbered. All receipts and issues of measurement books/sheets shall be recorded in a register. The eventual return of all measurement books/sheets shall be recorded and carefully preserved by the Engineer-in-Charge.
- (vi) Contractor 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 Contractor as to the balance and upon receipt of satisfactory clarification / revisions from Contractor, certify the balance for payment; or

- c) Reject the entire bill subject to further clarification / revisions from Contractor, 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 ADVANCE PAYMENT

No Advance Payment will be made

6.05 NOTICE OF CLAIM FOR ADDITIONAL PAYMENT

Should Contractor 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 Contractor 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 Contractor 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 Contractor fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. Contractor 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 Contractor the Completion Certificate within one(1) month after receiving an application therefore from Contractor 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.

Contractor, 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, Contractor 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 Contractor 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 Contractor remove such scaffolding, surplus materials and

rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor 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 Contractor 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 Contractor.

ARTICLE - VII

**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 Contractor 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 Contractor of any statutes by-laws, rules, regulations, notifications etc.
- (iii) The Contractor and sub-contractor(s) of the Contractor 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-contractors, 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 Contractor 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 Contractor, 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 contractor, Contractor shall whenever required by the Owner/Owner, produce such records and as and when the Owner/Owner may call upon the Contractor, 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 contractor to effect such compliance within such time, as the Owner may prescribe in that behalf and in the event of the Contractor 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

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Excise, Octroi, CESS (building labour welfare), 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 Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor 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 contractor or Sub-contractor 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.

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) Contractor shall not pay less than what is provided under law to labourers engaged by him on Work. Minimum wages, PF, ESI & Bonus as per act has to be followed
- (iii) Contractor shall indemnify company against Employees Compensation Act 1923, Fatal Accident Act 1885, Personal Injuries(Compensation Insurance) Act 1963, The Insurance Act 1938 and any industrial legislation in force from time to time
- (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) The contractor shall be responsible for required contribution towards P.F , E.S.I or any other payments to be made in respect of the contract and the personnel deployed for rendering service to BL and shall deposit these amounts to statutory authorities on or before the prescribed dates. The Contractor/Tenderer should submit the proof of the same to BL as and when required and will be responsible for paying any administrative /inspection charges thereof as applicable , in respect of personnel deployed by him for the work of BL.
- (vi) The contractor/Tenderer shall be solely responsible for the payment of wages and other dues to the personnel's deployed by him latest by the 7th date of subsequent month.
- (vii) The Contractor/Tenderer shall be solely responsible and indemnify BL against all charges, dues, claims, etc arising out of the disputes relating to the dues and employment of personnel deployed by him.
- (viii) In the event of any accident occurring during the course of work , which may result in any injury to a person , the responsibility of their medical treatment will fully rest with the Contractor/Tenderer and expenditure incurred thereon will be borne entirely by the Contractor/Tenderer. BL shall be totally indemnified of any such liability what so ever.
- (ix) BL reserves the right to ask the Contractor /Tenderer to remove any particular person/person(s) from the site with immediate effect if his behaviour /performance is not upto the mark and/or found indulging in unlawful activities, the Contractor/Tenderer shall immediately comply with such instructions.
- (x) It will be the responsibility of Contractor/Tenderer to get the following work permit, from BL authority prior to commencement of job:
 - (i) Hot Work Permit:- For any Welding & Gas Cutting work inside BL premises
 - (ii) Work at Height Permit:-If any job to be done above 1.8 meters height
- (xi) 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.

7.04 **IMPLEMENTATION OF APPRENTICES ACT 1964**

Contractor shall comply with the provisions of the Apprentices Act, 1964 and the Rules and orders issued thereunder 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. Contractor 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**

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

(i) **Employee's Compensation and Liability Insurance:**

Contractor shall obtain Workmen Compensation policy in his name in respect of contractor's employees to be engaged for the work towards compensations as admissible under the Employee's Compensation Act, 1923 and Rules framed thereunder upon death/ disablement and also medical treatment of a worker and the same has to be produced to the Engineer-in-Charge before start of the work. Owner should be mentioned as the Beneficiary.

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

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

Contractor shall take out an All Risk Insurance policy in the Joint names of the Owner and the Contractor (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 Contractor are covered from the date of commencement of work.

The contractor 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 contractor shall produce the insurance policy and the current premium receipts to the Owner.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond 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 Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Employee's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970.

ARTICLE - VIII

SAFETY CODES & PRACTICES

8.01 GENERAL:

The Contractor 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:

Contractor shall maintain first aid facilities for its employees and those of its sub-contractors -

- (i) Contractor 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 Contractor's field office.
- (ii) All critical industrial injuries shall be reported promptly to Engineer-in-Charge, and a copy of Contractor'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 CONTRACTORS BARRICADES:

- (i) Contractor shall erect and maintain barricades required in connection with his operations to guard or protect:
 - a) Excavations
 - b) Hoisting Areas
 - c) Areas adjudged by Contractor or Owner's inspectors.
 - d) Owner's existing property liable to damage by contractor's operations, in the opinion of Engineer-in-Charge.
- (ii) Contractor's employees and those of its sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- (iii) Barricades and hazardous areas shall be marked by red falser 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 Contractor 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) When workers are employed in sewers and manholes, which are in use, the Contractor 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 Contractor 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 Contractor's machines, the Contractor 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

AGREEMENT

ARTICLES OF AGREEMENT FOR THE WORK OF

made this

***day of
Messers / Mr***

between

hereinafter called the "Contractor" (which term shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part and Balmer Lawrie & Co. 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) Contractor 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 Contractor 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 Contractor 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 Contractor for Work to be executed by him/it, Contractor hereby covenants with Owner that Contractor 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 therefrom 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 Contractor that Owner will pay to Contractor the respective amounts for the work actually done by him and approved by Owner at the Scheduled Rate and such other sum payable to Contractor 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, Contractor does hereby agree to pay such sums as may be due to Owner for the services rendered by Owner to Contractor 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 Contractor that Contractor shall have no right, title or interest in the Site made available by Owner executed on Site by Contractor or in the goods, articles, materials, etc. brought on Site (Unless the same specifically belongs to Contractor) and Contractor 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 Contractor, their servants, agents and materials belonging to Contractor and lying on Site.

Contractor 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 Contractor 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.

Balmer Lawrie & Co Ltd

Contractor shall effect 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 contractor 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 Contractor working within the Site premises, or commission of any other criminal act by the Contractor, or his agents, or employees or workers shall be deemed to be a breach of contract on the part of the Contractor, 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 Contractor.

Terms and conditions, if any, stipulated by the Contractor 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
for
and on behalf of
OWNER

Signed and Delivered
and on behalf of
CONTRACTOR

In presence of Two Witnesses

1.-----

1.-----

2.-----

2.-----

Appendix referred to in Clause 'C' of the Agreement

Dated:

Tender No. ARL/CE/15/15-16

Seal & Signature of the Tenderer

Page 59 of 118

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 and power of attorney No./ Signing Power No. etc. on BG | _____ | _____ |
| b. Is each page of BG duly signed/ initialed by the executant and last page is signed with full particulars as required in the Balmer Lawrie's standard proforma of BG and 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) | _____ | _____ |
| c. 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

Balmer Lawrie & Co. Ltd.
SBU Greases and lubricants
Applications Research Laboratory
P-43 Hide Road Extension
Kolkata – 700 088

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. BALMER LAWRIE & CO. LTD., 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 (herein after 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

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 2015 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

ATTACHMENT - III

BANK GUARANTEE
AGAINST PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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 :

ATTACHMENT – IV

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.
Greases & Lubricants
P-43 Hide Road Extension
Kolkata – 700 088

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 to 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 :

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 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 realisation 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 Fifteen granted by the Bank.

Yours faithfully,

Dated : (Place)

.....(Date)

.....
(Signature of Officer on
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 Contractor	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.

TENDERER

SIGNATURE OF

ATTACHMENT - VII**CONCURRENT COMMITMENTS**

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

Sl. No.	Full Postal Address of Client & Name of Officer-in- Charge with Telex/Telephone No	Descriptio n of the Work	Value of Contract	Date of commen cement of Work	Schedule d completi on period (months)	% age completi on as on date	Expecte d date of completi on	Remar k if any
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Certified that the above information is correct.

TENDERER

SIGNATURE OF

ATTACHMENT – VIII

**INFORMATION REGARDING EQUIPMENT WHICH THE
TENDERER PROPOSES TO USE FOR THIS WORK**

Sl No	Description	Number	Make	Capacity	Owner	Approximate date when it will be deployed at SITE	Period of retention at SITE
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Certified that the above information is correct.

TENDERER

SIGNATURE OF

ATTACHMENT – IX

INSPECTION AND TEST PLAN

SL. NO.	ACTIVITY	EXAMINATION CONTRACTOR	BY BY BL	INSPECTION BY BL	RECORDS SUBMITTED CONTRACTOR	TO BY

ATTACHMENT-X

DETAILS OF PROPOSED SUB-CONTRACTORS/ASSOCIATES

	WORK TO BE SUB- CO NTR ACT ED	NAME & ADDRES S OF SUB- CONTRA CTORS	PAST EXPERIENCE (IN BRIEF) OF SIMILAR NATURE OF WORK EXCUTED DURING LAST 5 YEARS

Note: Relevant documents in support of past experience of sub-contractor may please be submitted along with the Tender.

ATTACHMENT - XI**QUALITY PLAN**

COMPANY NAME:		CLIENT:		PROJECT:	
General		Contractors' Performing functions / responsibility		Owner Inspection / Record functions	
Activity Description	Procedure Number	Performer	Checker	Reviewer / Approver	

QUALITY PLAN

One of the special features of this specification is 'Quality Plan'. The format is designed to include important information such as (Ref. Attachment – XI).

1. List of all major activities i.e. Work Break-Down Structure (WBS).
2. Job Procedure Number for each activity covering design and construction technology to be adopted
3. Responsibility

4. Controls for Quality at Contractors end
5. Inspection and Test requirement for clients witness
6. Record generation

*While finalising the "QUALITY PLAN" for the particular job following is the sequence of actions:

Break-down of work into activities :

Break down the entire project work under the scope into smallest identifiable activity, in sequence. The column "Activity Description" is provided for the purpose.

Decide work method :

Well laid down, step-by-step procedures totally covering the activity are to be specified under the column "Procedure No." Applicable Standards can also be specified under this column.

Code of conformance as per tender specification can be specified under the column provided.

Assign responsibilities :

Under the "Performer" column, the job performer level is identified as per experience level and designation.

Decide Internal Controls :

The type of internal controls that shall exercise to produce Quality shall be identified under columns :

1. Checker
2. Reviewer/Approver

Decide number of Inspections and Test Plans (ITPS) and Record Requirements:

Under this column the number of Inspection & Test Plan that shall be developed by contractor shall be indicated (Attachment -XI)

ATTACHMENT-XII**BIO-DATA OF KEY PERSON TO BE DEPLOYED FOR THIS PROJECT****Name of Bidder or Partner of a Joint Venture:**

Position	Candidate Prime	Candidate Alternate
Candidate Information	1. Name of Candidate	
	2. Date of Birth	
	3. Professional Qualification	
	4. Year of Relevant Experience in similar capacity	

Summarize professional experience over the last 5 years, in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and manageme nt Experience

DETAILS OF PROPOSED ORGANISATION

The Tenderer shall submit herein details of Head Office and site organization proposed to be deployed for execution of the work. Tenderer shall also furnish the bio-data of site-in-charge and key personnel to be deployed.

PROPOSED ORGANISATION CHART

Tenderer agrees to augment the above chart with additional number/categories, if required and directed by Engineer-in-Charge, to complete the work within the completion time schedule and quoted price.

TENDERER

SIGNATURE OF

SPECIAL CONDITION OF CONTRACT

I N D E X

- Clause 1.00 **GENERAL**
- Clause 2.00 **LOCATION OF SITE**
- Clause 3.00 **SITE PARTICULARS**
- Clause 4.00 **SCOPE OF WORK**
- Clause 5.00 **VALIDITY OF TENDER**
- Clause 6.00 **ACCEPTANCE OF TENDER**
- Clause 7.00 **STIPULATION AND DEVIATIONS TO
TENDER CLAUSES**
- Clause 8.00 **WORKS CONTRACT**
- Clause 9.00 **ALTERATIONS IN SPECIFICATIONS AND DESIGN**
- Clause 10.00 **DRAWINGS VIS-A-VIS SCHEDULE OF WORK / BILL OF QUANTITIES**
- Clause 11.00 **TIME OF COMPLETION**
- Clause 12.00 **SUPPLY OF MATERIAL**
- Clause 13.00 **SCRAP AND SERVICEABLE MATERIAL**
- Clause 14.00 **TESTS & TEST PROCEDURES FOR
MATERIALS SUPPLIED BY CONTRACTOR**
- Clause 15.00 **MEASUREMENTS AND BILL OF WORK**
- Clause 16.00 **ON ACCOUNT PAYMENTS**
- Clause 17.00 **TERMS OF PAYMENT**
- Clause 18.00 **SCHEDULES OF RATES**
- Clause 19.00 **EXTRA ITEMS OF WORK**
- Clause 20.00 **INDEMNITIES AGAINST DESIGN**
- Clause 21.00 **STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION**
- Clause 22.00 **PENALTY FOR NON-COMPLIANCE OF HSE**

SPECIAL CONDITIONS OF CONTRACT

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 over-ride 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 contractor shall perform certain work or provide certain facilities, it is understood that the contractor 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 contractor.
- 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 no., e_mail address, mobile no. 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 Applications Research Laboratory, Greases & Lubricants Division, Balmer Lawrie & Co Ltd. P-43 Hide Road Extension Kolkata-700088.

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.

4.0 SCOPE OF WORK

The tender under reference covers Interior renovation, civil work for extension of a floor , complete electrical work, fire protection system& erection of pre-engineered and pre-fabricated warehouses as mentioned in schedule of work, general condition of contract, special condition of contract and drawings. The detail scope of work has been defined in "**Technical Specification**" enclosed in the tender. The tenderer shall submit a scheme drawing to demonstrate the interior & structural drawing and stability certificate as per the Owner's requirement proposed to be adopted, along with their bid. A coloured view with best aesthetics shall also to be submitted.

The scope also includes shifting of existing tables chairs benches equipment of all types and cleaning of area before and after work. The work will commence in phases and it cannot hamper ongoing R&D work.

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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. 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 hold good for such an eventuality. 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 WORKS CONTRACT

The entire work as per the scope of work covered under this contract shall be treated as "WORKS CONTRACT". SALES TAX, EXCISE DUTY, VAT, CESS, SERVICE TAX etc., applicable on "WORKS CONTRACT" shall be included in the quoted price.

9.00 ALTERATION IN SPECIFICATIONS AND DESIGN

During the execution of the work, the Engineer-in-Charge may desire to make any alterations in, omission from, additions to or substitutions from the original specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the progress of work and contractor shall be bound to carry out such altered extra/new items of work in accordance with any instruction which may be given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any such altered additional or substituted work shall be carried out by the contractor on the same conditions on which he agreed to do the work.

10.00 DRAWINGS VIS-A-VIS SCHEDULE OF WORK

All drawings herein enclosed are for the purpose of furnishing basic information to the tenderers so as to enable them to quote their price. Upon receiving order, contractor shall design and prepare all working drawings and get approval from the Engineer. However, such approval does not relieve the contractor from his responsibility of correctness and safety of the work. Contractor shall remain responsible to submit the design and drawings for obtaining necessary approval from the statutory bodies.

11.00 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 Work shall be executed strictly as per the time schedule. The period of construction given includes the time required for procurement of material, supply and work at site should be complete in all respects to the entire satisfaction of Engineer-in-Charge.

The contractor shall scrupulously adhere to the time schedule to be developed and jointly agreed upon on award of contract, by deploying adequate personnel and construction tools and tackle. 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.

12.00 SUPPLY OF MATERIAL

All materials required for the work shall be supplied by the contractor. Payment shall be made based on payment terms furnished elsewhere in the tender.

All materials, as required to complete the work in all respects according to the contract rates shall be inclusive of all freights, WCT, CST, VAT, service tax, CESS, excise, Octroi and other taxes, duties, royalties, loading, unloading, transporting, handling and storage charges etc.

All structural steel material required for the work shall be as of SAIL, TISCO, IISCO, ESSAR, JINDAL make.

13.00 SCRAP AND SERVICEABLE MATERIAL

Scrap materials and wastage will not be accepted back by the Owner and shall be considered as a property of the contractor. The Contractor shall take away all such materials, wastage and remove them from the site to the satisfaction of the Engineer-in-Charge.

14.00 TESTS & TEST PROCEDURES FOR MATERIALS SUPPLIED BY CONTRACTOR

Contractor shall submit quality assurance plan mentioning frequency of testing to the owner for their review and approval. Only on approved QAP work shall be executed.

It is necessary to test the materials supplied by the Contractor to ensure that they conform to relevant clauses in the technical specification. All materials of Contractor shall be inspected and passed by the Engineer-in-Charge from time to time at the source of supplies, for which inspection facilities shall be provided by the Contractor.

Notwithstanding inspection at sources, the Engineer-in-Charge shall have the right to reject any material brought to Site, which does not conform to the specification, without being liable for any compensation whatsoever.

15.00 MEASUREMENT & BILLING OF WORK

Mode of Measurement:

Mode of measurement will generally be in accordance with the stipulation made in technical specifications.

All measurements shall be in the metric system and shall be taken in accordance with the procedure set forth in the Schedule of quantities, Specifications and other contract documents.

All measurements shall be taken jointly by the Engineer-in-Charge or his representative on the one hand and the Contractor or his representative on the other hand.

Measurement sheet shall be prepared by the contractor and measurement shall be signed and dated on each page of the Measurement sheet by the Contractor / Contractor's representative and Engineer-in-Charge or his representative.

Contractor will submit a Bill in approved proforma in duplicate to the Engineer-in-Charge giving abstract and detailed measurement 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 for the requisite measurements for the purpose of having the same verified, if possible, before the expiry of ten (10) days from presentation of the bill.

16.00 ON ACCOUNT PAYMENTS

16.01 On Account payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor monthly or otherwise as the Engineer-in-Charge may specify in this regard, accompanied with the Measurement Books signed and dated jointly.

16.02 All payments will be made on Running Account Bills

16.03 All on account payments shall be subjected to deduction therefrom of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

16.04 All lawful payments as provided under ESI Act, Workmen's Compensation Act, PF Act etc. not made by the Contractor / Sub-contractor, Owner reserves the right to deduct from the Contractor's bills and remitted to the concerned Authority / Department or Body on Contractor's /Sub-contractor's behalf until sufficient proof is furnished by the Contractor / Sub-Contractor to the contrary.

16.05 All "On Account" Payments shall be regarded merely as an advance payment against the amounts due to the Contractor in terms of the contract and any such payments shall not be regarded as an acceptance or completion of any works paid for.

16.06 The payment against monthly running accounts bills shall be made as follows: -

- a) 100% of the net amount, after deduction of all dues to the Owner, advance, retention and all other money deductible shall be payable within Fifteen (30) days after submission and obtaining initial approval for payment from Engineer-in-Charge.

17.0 TERMS OF PAYMENT

- 17.01 Advance against procurement of structural steel material shall be made as per clause no. 6.04 of General Condition of Contract..
- 17.02 90% of the Running Account bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 17.03 The contractor shall, within fifteen (15) days, submit to the Owner Initial Security Deposit equivalent to 2% of the total contract value. During payment of monthly running account bills, the initial security deposit will be adjusted first against 'Retention Money', but in no case total retention including initial security deposit shall exceed 10% of the executed value of work at any stage. The retention money will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge.

18.00 SCHEDULE OF RATES

All the items of work mentioned in the Schedule of Rates and covered by the Contract shall be carried out as per the Drawings, Specifications and directions of Engineer-in-Charge and shall include all labour, materials, tools, plants, tackle, testing, if any, with Contractor's testing appliance etc. required to complete the work.

19.00 EXTRA ITEMS OF WORK

During the course of execution of the work, should the contractor come across items of work which are not covered under the Schedule of Rate or not included therein, the Contractor shall draw the attention of the Owner / Engineer-in-Charge to the same and such items of work shall be treated as extra only with the prior approval of Engineer-in-Charge in writing. Contractor shall submit a quotation along with the rate analysis for approval of EIC for such accepted extra items before he commences work or purchases the materials in connection with such items.

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 = Based on L1 rate on presentation of three estimates.

20.0 INDEMNITY AGAINST DESIGN

The contractor has to submit a corporate indemnity bond to the Owner against any defect or structural failure due to faulty design, which shall remain in force for Thirty(30) years from the date of handing over the buildings.

21.0 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 contractor has to maintain all documents in acceptable form duly reviewed and approved by the Engineer-in-Charge for any such/ similar inspection. No charges will be paid extra when called for CTE inspection in future

22.0 PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

IN RESPECT OF HSE REQUIREMENTS, CONTRACTORS ARE REQUIRED TO FULFIL THE FOLLOWING

Appendix-A

Pre-Qualification Questionnaire for Contractor

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 Contractor failing to meet minimum expectations and therefore being disqualified.
- iv. Contractor 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 Contractor may be disqualified and if any Contract is in place, it may be terminated immediately.
- vi. Owner shall have right to audit Contractors records to verify the authenticity of the documents, during any phase of the Contract.

Questionnaire for HSE Pre-Qualifications of contractors:

Contractor 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 Owner's HSE Policy as per Appendix B 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

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
6	Have you identified, documented and maintained your Environmental Impact Assessment of your activities?			None	3
7	If you use subcontractors, will you assess them in terms of HSE?			None	2
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 contractors 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 the owner on request.				
Name	Position	Company	Date	Signature

HSE REQUIREMENTS BY CONTRACTORS (To be a part of contract documents)

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.

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 Owner.

Hot Works

A Permit to Work must be obtained from Owner 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 Owner.

Trenching, Excavating, Drilling and Concreting

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

Environmental Requirements

Waste Management

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

Spills

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

Emissions

The Contractor 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 Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATION

1.0 SCOPE

1.1 The tender under reference covers Interior renovation, civil work for extension of a floor & complete electrical work as mentioned in schedule of work, general condition of contract, special condition of contract and drawings. The detail scope of work has been defined in **"Technical Specification"** enclosed in the tender. The tenderer shall submit a scheme drawing to demonstrate the interior & structural drawing and stability certificate as per the Owner's requirement proposed to be adopted, along with their bid. A coloured view with best aesthetics shall also to be submitted.

The scope also includes shifting of existing tables chairs benches equipment of all types and cleaning of area before and after work. The work will commence in phases and it cannot hamper ongoing R&D work.

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2.0 Drawings (Attached Separately)

3.0 BOQ (Attached Separately)

- (i) Interior BOQ
- (ii) Electrical BOQ

4.0 DESIGN AND DRAWINGS

4.1 PREPARATION OF DESIGN AND DRAWINGS

The contractor shall at his own cost shall carry out Design and Drawings in accordance with the relevant Specification and Standards. The contractor may, for this purpose, adopt with or without any modifications the Bid Drawings as the basic General Arrangement Drawings for his designs. Notwithstanding such adoption, the contractor shall be solely responsible for the adequacy of the Design and Drawings. The design shall require to be done by standard software like STAAD.PRO, etc and drawings shall require to be done by AUTOCAD. The design should fulfil all statutory requirements of local municipal, factory inspector etc.

4.2 REVIEW AND APPROVAL OF DRAWINGS BY ENGINEER

4.2.1 The contractor shall promptly and in such as is consistent with the Project Implementation Schedule, submit a copy of all Design and Drawings to the Engineer.

4.2.2 By forwarding the Design and Drawings to the Engineer, the contractor represents that he has determined and verified that the design and engineering including field

construction criteria related thereto are in conformity with the specifications and standards.

- 4.2.3 Within 15(fifteen) days of the receipt of the Design and Drawings, the Engineer shall review the same and convey his comments/ observations, if any, thereon to the contractor with particular to the conformity or otherwise with the specifications and standards. It is expressly agreed that notwithstanding any review or failure to review by the Engineer, the Engineer shall not be liable for the adequacy of the Design and Drawings and the contractor shall solely be responsible therefore and shall not be relieved or absolved in any manner whatsoever of his obligations, duties and liabilities.
- 4.2.4 If the comments/ observations of the Engineer indicate that the Design and Drawings are not in conformity with the Specifications and Standards, such Designs and Drawings shall be revised by the contractor to the extent necessary and resubmitted to the Engineer for further review. The Engineer shall give his observations and comments, if any, within 7(seven) days of the receipt of such revised Drawings. Provided, however, that any observations or comments of the Engineer or failure of the Engineer to give any observations or comments on such revised Design and Drawings shall not relieve or absolve the contractor of his obligation to conform to such specifications and standards.
- 4.2.5 If the Engineer does not object to the Design and Drawings submitted by the contractor within a period stipulated in above sub-article 16.2.3 or 16.2.4 as applicable, the contractor shall be entitled to proceed with the fabrication of the structure accordingly. The contractor shall note that the Engineer will give approval to the Design and Design Drawings only. Preparation of correct fabrication and erection drawings shall be the sole responsibility of the contractor.
- 4.2.6 The contractor shall be responsible for delays in Project Completion and consequences thereof caused by reason of any Design and Drawings not being in conformity with the Specifications and Standards and shall not be entitled to seek any relief in this regard from the Engineer.
- 4.2.7 The drawings shall include entire material take-off including part mark and weight of each component. It also clearly stipulates all the components of roofing/ cladding material with actual quantity.
- 4.2.8 Within 30 (thirty) days of the completion date, the Concessionaire shall furnish to the Owner three copies of " As built" Drawings duly vetted by the Engineer reflecting the Structure as actually designed, engineered, fabricated and constructed.
- 4.2.9 With initial review of structural system and the computer analysis & design by the owner, the final design & drawings shall require to be vetted by any Government Engineering College for its sufficiency and compliance to tender specifications. Bidders to mention name of 2nos Government Engineering College of repute where from they would vet their design. "
- 4.2.10 Buildings are required to get tested using water jet to check leak-proofness before handing over.

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- 4.2.11 It is the sole responsibility of the contractor to arrange structural stability certificate from the local body upon submission and approval of his design calculation from the authority.
- 4.2.12 It will be the sole responsibility of the contractor to arrange for Third Party Inspection at his own cost in respect of material, fabrication, conformance to tender specification, erection and commissioning and submit their report to the Owner.



Balmer Lawrie & Co Ltd

(A Government of India Enterprise)
SBU-Greases & Lubricants
P-43 Hide Road Extension
Kolkata-700088

*Renovation(Interior,Civil,Electrical & Fire Protection System) work
at*

Applications Research Laboratory

Greases & Lubricants,Kolkata

PART II (PRICE PART) -For Reference.

Do Not Quote. Price bids to be uploaded with sign and stamp

1. Interior Price Bid

[tender_bog\INTERIOR BOQ OF BALMER LAWRIE DonotQuote22122015.xls](#)

2. Electrcial Price Bid

[tender_bog\ELECTRICAL BOQ PB_rev1_14122015.xls](#)

**Price schedule is provided for reference of the Tenderers only.
Prices to be quoted online only.**

NOTES:

- 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, re-pairs, 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 Contractor, 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 Contractor 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 = Based on L1 rate on presentation of three estimates.

BOQ-DO Not Quote. For Reference Only. Price Bids to be uploaded and submitted online only. Price bids should be stamped and signed

a) Interior (Attached Separately)

[INT CIVIL\INTERIOR BOQ OF BALMER LAWRIE PB 22122015 Donotquote.xls](#)

b) Electrical (Attached Separately)

[Electrical\ELECTRICAL BOQ PB rev1 14122015.xls](#)

SAFETY PRACTICES DURING WORK

This document provides broad guidelines on safe practices to be adhered during this project. However, before commencing any job, specific hazards and its affects should be assessed and necessary corrective/preventive actions should be taken by all concerned. The

document is intended only to supplement and not to replace or supersede the prevailing statutory requirement, which shall also be followed as applicable. For Personal Protective Equipment OISD-STD -155 (Part I and Part II) shall be referred to. The scope of this document does not include the design aspects and quality check involved in the work.

1.0 Definitions:

Definitions of various terminology are given below

- Adequate, appropriate or suitable are used to describe qualitatively or quantitatively the means or methods used to protect the worker.
- Brace : A structural member that holds one point in a fixed position with respect to another point: bracing is a system of structural members designed to prevent distortion of a structure.
- By Hand: Work is done without the help of mechanised tool.
- Competent authority: A statutory agency having the power to issue regulations, orders or other instructions having the force of law.
- Competent person: A person possessing adequate qualifications , suitable training and sufficient knowledge, experience and skill for the safe performance of the specific work. The competent authorities may define appropriate criteria for the designation of such persons and may determine the duties to be assigned to them.
- Execution Agency: Any physical or legal person having contractual obligation with the owner, and who employs one or more workers on a construction site.
- Owner : Any physical or legal person for whom job is carried out.
It shall also include owner's designated representative/consultant/nominee/agent, authorised from time to time to act for or on its behalf, for supervising/coordinating the activities of the execution agency.
- Hazard: Danger or potential danger
- Guard-rail: An adequately secured rail erected along an exposed edge to prevent persons from falling
- Hoist : A machine which lifts materials or persons by means of a platform which runs on guides.
- Lifting gear: Any gear or tackle by means of which a load can be attached to a lifting appliance but which does not form an integral part of the appliance or the load.
- Lifting appliance: Any stationary or mobile appliance used for raising or lowering persons or loads
- Means of access or egress: Passageways, corridors, stairs , platforms, ladders and any other means for entering or leaving the workplace or for escaping in case of danger.
- Scaffold: Any fixed, suspended or mobile temporary structure supporting workers and material to gain access to any such structure and which is not a lifting appliance as defined above
- Toe-board: A barrier placed along the edge of the scaffold platform , runway etc and secured there to guard against the slipping of persons or the falling of material.
- Worker: Any person engaged in the construction activity
- Workplace: All places where workers need to be or to go by reason of their work.

General Duties of execution Agencies:

- Provide means and organisation to comply with the safety and health measures required ta the workplace.
- Provide and maintain workplaces, plant, equipment, tools and machinery and organise construction work so that there is no risk of accident or injury to health of workers
- Arrange periodic safety inspections by competent persons of the work area,equipment ,tools,machinery and review of systems of work ,regulations standards or codes of practice.
- Provide supervision to ensure that workers perform their work with due regard to safety and health of theirs as well as that of others.
- Employ only those workers who are qualified,trained and suited by their age,physique,state of health and skill.
- Inform and instruct all workers in the hazards connected with their work and environment and trained in the precautions necessary to avoid accidents and injury to health
- Ensure that buildings,equipment ,tools and machineries in which a dangerous defect has been found should not be used untill the defect has been rectified.
-