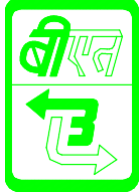


Project: Office Space Renovation
Tender Ref. No. BL/CFS_Kol/OfficeSpace/21-22/21



Balmer Lawrie & Co Ltd
(A Government of India Enterprise)
Renovation of Office Space

AT

Balmer Lawrie and Company Limited, Container Freight Station
P-3/1 Transport Depot Road ,Kolkata-700088

Tender No. BL/CFS_Kol/OfficeSpace/21-22/21

Tender Date : 27.11.2021

Due Date : 18.12.2021

TENDERER'S CHECKLIST POINTS

Tenderer shall require filling in the table below appropriately:

Sl. No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Tender Fees	
2		
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	Organization Structure	
9	List of Construction Equipment under Ownership	
10	Confirmation on Time of Completion	
11	Project Implementation Schedule	
12	PAN	
13	Provident Fund Registration	
14	GST Registration	
15	ESI Registration (if applicable)	
16	Inclusion of CESS ((Building & other construction workers' Act, 1996) in quoted price	
17	Solvency certificate	
18	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	
20	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.	
21	HSE compliance as per Appendix-A & Appendix-B	

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

LIST OF CONTENT:

UN-PRICED PART (PART I)

1. NOTICE INVITING TENDER
2. GENERAL CONDITION OF CONTRACT
3. SPECIAL CONDITION OF CONTRACT
4. TECHNICAL SPECIFICATIONS
5. TENDER DRAWING

PRICED PART (PART II)

1. SCHEDULE OF WORK

NOTICE INVITING TENDER
Tender No. BL/LI/WD/KOL/2021-22/01

1. Balmer Lawrie & Co Ltd invite ONLINE BIDS in two bid system from experienced, competent and resourceful contractors with sound technical and financial capabilities for execution of Supply, Installation, Testing & Commissioning of Civil-Architectural & Interior Works for creating New Office at Ground and newly built Steel Structural First Floor (Approx. 3000 Sq.Ft.) and Re-Organization part of existing Ground & First Floor (Approx. 2000 Sq.Ft.) of Office Space at CFS, Kolkata

2. SCOPE OF WORK

The Scope of Work of this tender consists of providing material, equipment, machinery, labour, transport, tools & tackles, required services etc. for the above mentioned subject works at CFS, Kolkata as described in BOQ specifications, Layout plan drawings, and General Terms & Conditions and as mentioned elsewhere in this tender.

Work covered in this tender document shall generally be as detailed herein below. However, the contractor shall be responsible to complete the work in all respects and in doing so, provide/ supply all the facilities/ materials/ services which may have not be explicitly covered below, but nevertheless are required to complete the work envisaged, with the exception of only such items as have been specifically excluded from contractor's scope.

GROUND FLOOR

1. Construction of a gent's toilet, floor and trenches as required.
2. Main door/shutter and allied construction.
3. Hall for CHA/SL/customer's staff and remodeling & extension of billing counter etc.
4. New Record room.
5. New UPS & IT station.
6. One additional Cabin provision for Customs.
7. HSE & other material store, a closed room.
8. Provision for Smoke detector and Fire alarm system to be installed later.
9. Electrification, illumination, fans provision as necessary including PDB, LDB, and Circuit breaker.

10. Telephone wiring and LAN wiring.

FIRST FLOOR

1. Shifting of Record room & enlarging it.
2. 2/3 nos. of cabin/cubicles at 1st floor.
3. Mini-meeting room. With seating for 4 persons. The Room to have writing board and Intercom & Network Connectivity.
4. Heat insulation treatment for newly constructed as well as existing extended 1st floor.
5. Space for a Fridge & Food warmer table.
6. Provision for future installation of Smoke detector and Fire alarm system.
7. Electrification, illumination, fans provision as necessary including PDB, LDB, and Circuit breaker.
8. Telephone wiring and LAN Wiring.

Note: The above works should be strictly in accordance with the BOQ specifications & Layout plan drawings. Materials/ Services used in execution of above mentioned Scope of work should conform to their respective Quality standards, respective Quality Certificate of Materials/ Services to be submitted as and when required by BL.

3. COMPLETION PERIOD

Time is the essence of the contract. The time schedule for total work according to the contract shall be **Three (3 Calendar Months)** from the date of placement of order or contractual commencement date whichever is earlier. The detail of work schedule is described under Special Condition of Contract.

4. PRE-QUALIFICATION CRITERIA

- a. The prospective tenderers shall fulfil the following pre-qualification criteria:
Average annual turnover of the tenderer shall be ₹ 35 lacs during last three financial years ending 31st March, 2020 (Proof to be attached) preferably in related business. The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with audited reports.
- b. Bidder should submit self-declaration on their Companies Letter head regarding Local & Import Content as per format attached

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- c. The tenderer should have successfully executed Office interior space renovation work involving civil , interior ,electrical & fire fighting system _of the following minimum values during past seven (7) years ending last day of month previous to the one in which tender is invited:
- i. 3 similar works costing not less than the amount equal to ₹ **25 lacs** or
 - ii. 2 similar works costing not less than the amount equal to ₹ **30 lacs** or
 - iii. 1 similar work costing not less than the amount equal to ₹ **50 lacs**

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 Original Contractee to the consultant shall also be furnished if the completion certificate is issued by the consultant on behalf of the Contractee. The completion certificate should include following Details:-

1. Work order reference along with completion certificate as main or sub-contractor clearly specifying the job.
2. Total amount of work in ₹ completed against work order.
3. Date of completion/ Duration.
4. Name of agency executed.

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

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.

TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

- d. The tenderer must produce Original Solvency Certificate for ₹ **20 lacs** from any Scheduled Bank. Original letter from the banker not older than Six(6) months shall be furnished and should not be used for any work other than this. The certificate should mention that this has been solely issued for this tender/work. The certificate must be given in a closed envelope by the issuing bank
- e. 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.
- f. The bidder should submit signed and stamped valid GST, PF and ESI Registration certificates.
- g. The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them as per Annexure A

- h. The bidder has to upload signed and stamped copy of the integrity pact as given in attachment-V
- i. Bidder have to submit "Bid Security Declaration" stating that if the bidder
 - i) Withdraws the offer during validity period of the offer
 - II) Non acceptance of order by the bidder within the stipulated time after placement of order.
 - III) Any unilateral revision made by the bidder during the validity period of the offer
 - IV) Non submission of Security Deposit
- j. Bidders submitting false/fabricated/bogus documents in support of their credentials then the bidder will be put on banned list for 1 year and will not be able to participate in any tender for that period. The declaration is to be as per the format in Annexure B

6.7

7.0 **TENDER DOCUMENTS**

Tender Documents comprises two parts viz. Part-I (Un-priced) and Part-II (Priced). The Un- priced Part consists of Notice Inviting Tender, General & Special 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 Sanjeet Purty, Assistant Manager (T&L) (Ph No.033--24506816). Any clause defining offline bid submission in the tender documents shall not be considered.

8.0 **TENDER SUBMISSION**

The intending bidders shall be deemed to have visited the site and familiarize 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 (10:00AM to 06:30PM) from Monday to Friday (Excluding holidays of the Company):

HELPLESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST			
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

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.

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If the documentation is voluminous and the Tenderer is unable to upload all documents the hard documents shall be sent 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, 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 technical 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 Sanjeet Purty, Assistant Manager (T&L).

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 , Balmer Lawrie and Company Limited, Container Freight Station, P-3/1 Transport Depot Road, 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.

9.0 **SUPPLY OF MATERIAL**

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

10.0 **TAXES & DUTIES**

Rates shall be inclusive of all taxes & duties e.g. CESS (Building & other construction workers' Act, 1996), ESI, levies, excise, royalty, Octroi etc. as applicable, however GST shall be quoted separately as per format given in the schedule of work.

11.0 PAN, GST REGISTRATION, SOLVENCY CERTIFICATE, ESI & PF REGISTRATION

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

12.0 NON-CONFORMANCE

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

13.0 VALIDITY OF OFFER

Tendered shall keep their offer valid for a period of 120 days from the date of opening of Un-priced bid.

14.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. 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.

15.0 RIGHT TO ACCEPT OR REJECT TENDER

- 15.1 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.
- 15.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- 15.3 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.
- 15.4 Tender if submitted through e-mail or fax shall be summarily rejected.
- 15.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.

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- 15.6 **Clarifications /exceptions / deviations to the tender terms & conditions and specifications:**
Balmer Lawrie & Co. Ltd expects bidders to confirm compliance to tender terms & conditions and specifications, failing which the bidders are liable to be rejected. Hence all bidders in their own interest are advised to submit their bids in all respects confirming to all terms & conditions of the bid document. Bids shall be evaluated based on the information / documents available in the bid. Hence bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of bid documents will be rejected without any further opportunity.
- 15.7 A tenderer shall submit only one bid in the same tendering process, either individually as a tenderer or as a partner of a JV. A tenderer who submits or participates in, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified. No tenderer can be a subcontractor while submitting a bid individually or as a partner of a JV in the same bidding process. A tenderer, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity
- 15.8 Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) a tenderer has been engaged by the Balmer Lawrie & Company Limited (BL) to provide consulting services for the preparation related to procurement for on implementation of the project;
 - b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for on implementation of the project, if the personnel would be involved in any capacity on the same project.

For any Technical clarifications / queries Tenderers are requested to contact **Sri Sanjeet Purty, Assistant Manager(T&L)**

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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 "Office Space Renovation including Interior,Electrical and Fire Fighting 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 authorized by the Owner for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.
- 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 authorized 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 labor 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.

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- 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.

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- 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 labor, 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 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 authorized representative and signed in token of acceptance by the Contractor or his authorized representative.

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 utilizable 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 Sanjeet Purty, Assistant Manager (T&L), email: purty.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 work, availability and rates for various things including construction materials as per specification, shelter for staff etc. since these are to be provided / arranged by the tenderer (unless otherwise specified) at his own cost. In any case it will be deemed that tenderer as done so and no claim whatsoever will be entertained on the plea of ignorance of any factor or difficulties involved in fulfilling the tender conditions.
- (iii) Under no circumstances, Tenders may be withdrawn or modified after submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

3.03 COMPLETE & COMPETITIVE OFFER

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. All materials are to be supplied by the Tenderer unless otherwise stated.
- (iii) Incomplete / Conditional tender quotation or those received late and / or not conforming to the terms and conditions in the tender documents will be liable to get rejected.
- (iv) It is in the Tenderer's interest to adhere to the Owner's tender conditions, specifications and Tender Schedule. Should the tenderer however consider it unavoidable, deviations should be clearly spelt out with reference to tender conditions. Owner reserves the right to determine / evaluate financial implication of such deviations without any reference to the tenderer or at his discretion consider such tenders liable for disqualification.
- (v) After "Un-priced" bids are evaluated, tenderers whose bids are found acceptable may be invited for discussions for exchange of clarifications, required, if any. At that stage, depending on the merits of the case, opportunity may be given to amend the "Priced" bids already received along with the un-priced bids, but not opened until then. Such amendments or revisions would need to be submitted in similar sealed envelopes generally not later than 7 days after the date of such discussions. Tenders indicating counter proposals or deviations are liable to be rejected.

- (vi) Tenderers are expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all Specifications and conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of Specification for any item. In case it is noticed that the rates quoted by the Tenderer for any item are unusually high or unusually low it will be sufficient cause for the rejection of the Tender unless the Owner is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the Tenderer on demand.

3.04 SUBMISSION OF TENDER

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

3.05 DETAILS TO BE SUBMITTED ALONG WITH THE TENDER

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

- (i) Hard copy of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents. No hard copy of priced bid shall be submitted. Priced bid shall only be submitted online. The price bid excel file in pdf format shall be downloaded from the website, bidder to fill in their rates & amounts on hard copy, stamp, sign, and scan and upload the same.
- (ii) Power of Attorney or other proof of authority of the person who has signed the tender.
- (iii) Details in proforma wherever prescribed regarding the following:
- a) Similar work done in past seven years by the tenderer.
- b) Proposed minimum constructional equipment tools and tackles etc. to be deployed during the different stages of work.
- c) Proposed site organization chart along with bio-data of key personnel.
- d) Latest certificate of PF, Solvency, PAN, GST, ESI registration etc.
- e) Detailed work schedule / bar chart establishing compliance with the time of completion.
- f) 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 in figures. 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.

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- (iii) All entries in the tender documents should be in ink / type. Corrections if any should be attested by full signature of the tenderer.
- (iv) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

3.07 RIGHT TO ACCEPT OR REJECT TENDER

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

3.08 CONTRACT AGREEMENT

The successful tenderer shall within 7 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.

3.10 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 3% of the Contract value and the same shall be in any of the following:
 - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
 - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed.

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- (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 Security Deposit shall be released to the contractor after completion of work.
- (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 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 cash or Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by Owner by extending the validity thereof if required, by removing the restrictions thereon within one month before the enforceability thereof by Owner is likely to expire and keep them enforceable, until released by Owner after the Defect Liability Period.
- (vi) The Security Deposit / Retention Money shall remain at the entire disposal of Owner as a security for satisfactory execution and completion of the Work(s). Owner shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from 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 realize 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 contractor shall submit within 3 working days their plan after award of the contract to complete the whole work according to the overall time allowed for the execution of work as given in the Tender Documents and NIT. **The allowed time for completion of the work as per the NIT includes contract agreement signing and mobilization of manpower and equipment at site.**

- 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.

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- 3.12.2 If the Owner so requires, the Progress Schedule in the form of PERT chart, 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 Within 7(seven) days of the occurrence of any act, event or omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work(s) or operation(s) or the entire work at any job site(s) and in such as would entitle the Contractor to an extension of the time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the site engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the 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 7 (seven) days after the cessation or fulfilment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule and the Engineer-in-Charge may at any time prior to completion of the work extend the relative time of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the 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 as per the hindrance register duly signed by EIC or the monitoring agency as deputed by EIC.
 - 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.

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- 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

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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 a foregoing, the mere agreement or prescription or signing of a Progress Schedule by the site engineer or any site representative of the Owner at variance 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 organizing his work on a recognition that the Contractor has failed to organize 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 details relating to above are given separately to the best of Owners knowledge. The tenderer shall be deemed to have satisfied themselves regarding site condition, access, communication facilities, local conditions, climatic conditions including wind, monsoon period, rainfall, temperatures etc. and shall be deemed to have included the impact of these factors within their quoted rates.

Contractor should visit the site and familiarize themselves thoroughly before submitting the tender.

4.02 CONSTRUCTION WATER

The contractor has to make his own arrangement for both construction water and drinking water. The Owner does not undertake to supply water to the contractor. In case the water is available then the same can be provided on chargeable basis and the same is to be paid by the contractor as per the existing rates. The above should not be a binding on BL.

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

Power as available in the premises can be provided on chargeable basis. All fixers including the cables and lights is the responsibility of the contractor. The above will be on temporary basis and upon completion of work the temporary line will be removed forthwith, if there is any hindrance caused to the other works due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost.

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 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. 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 & 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 accordance with the Specifications and to the entire satisfaction of the Engineer-in-Charge.

5.02 CO-ORDINATION AND INSPECTION OF WORK

- (i) The co-ordination and inspection of the day-to-day Work under the Contract shall be the responsibility of the Engineer-in-Charge but this will not detract the contractor's full responsibility. The written instructions regarding any particular work will normally be passed by the Engineer-in-Charge or his Authorized 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 authorized representative by way of acknowledgement within Twelve (12) hours. The pages in the work order book shall be machine numbered.
- (ii) The Engineer-in-Charge will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the 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 WORK

- (i) The working time is forty eight (48) hours per week. Overtime of work is permitted in cases of need and the Contractor will compensate the same. Shift working at two (2) or three 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, and Holidays, the Contractor will approach the Engineer-in-Charge or representative at least two (2) days in advance and obtain 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 visualize 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 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 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) Engineer-in-Charge will establish and clearly mark a reference base line at the site and will establish reference bench mark from which Contractor shall establish such other points, lines, elevations, etc. as he may require for the proper execution of the work.
- (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 any time during the progress of the works, any error appears or arises in the

position, levels, dimensions or alignments of any part of the works, 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 up to completion of his requirements and actual use of:
 - Manpower by craft, type and position or other description.
 - Materials and supplies including quantity on hand and delivery status.
 - Construction equipment and plant furnished by Contractor.
 - b) A month by month forecast up to completion of the amount of Work done and the amount remaining to be completed and all historical record of the Work performed.
 - c) Such other reports as Engineer-in-Charge may from time to time specify.

5.09 ISSUE OF MATERIALS

- (i) All materials required for the work shall be supplied by the contractor.
- (ii) All material, as required to complete the work in all respects according to the contract rates shall be inclusive of all freights, 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

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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) Materials / Equipment supplied by Owner shall not be utilized 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 and Hindi.

All manufactured surfaces shall be painted with rust proof paint.

All small pieces shall be packed in cases.

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.

PO/WO 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 or of other Agencies within the premises of all Work of Owner/Owner if such loss or damage is due to fault and / or the negligence or wilful acts or omission of 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(LD)

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% Executed value /amended value whichever is higher (excluding taxes & duties) for each week of delay or part there of subject to a maximum of 10% Executed value /amended value whichever is higher (excluding taxes & duties)**

. The LD shall be limited to **10%** of the Executed value/amended 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

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Contractor's work is behind schedule, as judged by the engineer-in-charge.

- (ii) 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 endeavor to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Contractor under clause herein above.

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

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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 7 days after receiving from the Engineer-in-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or

- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
 - e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or

has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or
 - f) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
 - g) has failed to comply with the Engineer-in-Charge's instructions, or
 - h) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-in-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 7 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the 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.
- (iv) 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 work with the Civil, Mechanical, Electrical, Air-conditioning and Intercommunication Contractors and other Agencies or their authorised representatives 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, for the placement of Electrical, Intercommunication cables, Conduits, Air-conditioning inlet and outlet grills and other Equipment etc. where required. For at the above said requirements in the false ceiling and other partitions, the Contractor before starting up the works shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning Contractors, and other Agencies prepare and put up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the work of the aforesaid, and the finishes therein, 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 Organization:

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 New Delhi. 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 samples to be submitted before the work are commenced permitting sufficient time for tests, examination(s) thereto by the Engineer-in-Charge. All materials furnished and incorporated in the work shall conform to the sample(s) in all respects.
- (iv) The Engineer-in-Charge shall be entitled to reject at any time any defective materials, item or components, (including special manufactured or fabricated items or components) supplied by the 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) The prices/rates quoted by Contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over Work to Owner by 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 Book /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

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

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

No secure/mobilisation advance is payable in any form

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 and rectification of defects if any.

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.

6.8 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 statues 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, Octroi, CESS, VAT, service tax etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, CESS, 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.
- (iii) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

7.04 IMPLEMENTATION OF APPRENTICES ACT 1964

Contractor shall comply with the provisions of the Apprentices Act, 1964 and the Rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of Contract and the Engineer-in-Charge may, at his discretion, cancel Contract. 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) Workmen's Compensation and Employees' Liability Insurance:

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

(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) Workman'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.

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- (ii) Those engaged in welding and cutting works shall be provided with protective face & eye-shields, hand gloves etc.
- (iii) To ensure that workers use Personnel Protective equipment like safety helmet, safety shoes, 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, and 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 _____ Two thousand sixteen _____ between
Messers / Mr _____

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

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implied there from or may be reasonably necessary for completion of Work and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in Contract.

- (2) In consideration of the due provision, execution and completion of work, Owner does hereby agree with 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.

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

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

The 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.

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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
and on behalf of
OWNER

Signed and Delivered for
and on behalf of
CONTRACTOR

In presence of Two Witnesses

1. -----

1. -----

2. -----

2. -----

Appendix referred to in Clause 'C' of the Agreement

Dated:

Item No.

Description of Documents

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

ATTACHMENT – II

BANK GUARANTEE VERIFICATION CHECK LIST

<u>CHECK LIST</u>	<u>YES</u>	<u>NO</u>
I. Does bank guarantee compare verbatim with standard Balmer Lawrie & Co Ltd proforma for BG	_____	_____
II. a. Has the executing officer of the BG indicated his name, designation and power of attorney No./ Signing Power No. etc. on BG	_____	_____
b. Is each page of BG duly signed/initialled 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 - 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 ofby(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

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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

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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 ofgranted to him by the Bank.

Place :

Date :

ATTACHMENT – IV

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.
Engineering & Projects
21, Netaji Subhas Road
Kolkata – 700 001

Dear Sir,

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

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

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

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 Sixteen 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.

SIGNATURE OF TENDERER

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	Description of the Work	Value of Contract	Date of commencement of Work	Scheduled completion period (months)	% age completion as on date	Expected date of completion	Remark if any

Certified that the above information is correct.

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

Certified that the above information is correct.

ATTACHMENT – IX

INSPECTION AND TEST PLAN

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

ATTACHMENT-X

DETAILS OF PROPOSED SUB-CONTRACTORS/ ASSOCIATES

SL NO.	WORK TO BE SUB-CONTRACTED	NAME & ADDRESS OF SUB-CONTRACTOR	PAST EXPERIENCE (IN BRIEF) OF SIMILAR NATURE OF WORK EXECUTED DURING LAST 7 YEARS

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

ATTACHMENT - XI
QUALITY ASSURANCE PLAN

Job:
Contractor:
Owner:

SI No	Testing Material	Description of work	Mfg.'s Name/ Source	Type of Test	Approving Authority	Frequency for MTC	Frequency for lab testing	Frequency for site lab testing	Remarks
1	Cement	Concrete, Masonry, Plastering & Flooring work as per BOQ / Drawings	As per approved list	Physical & Chemical property of cement	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	NA	
2	Reinforcement	RCC work as per BOQ / Drawings	As per approved list	Physical & Chemical property of steel	Site-in-Charge	Each consignment	Once per source of supply	NA	
3	Brick	Masonry work for building as per BOQ / Drawings	Locally available of best quality full size brick	Compressive Strength Composition & Size Water absorption Density	Site-in-Charge	NA	One per 50,000 nos. of bricks	NA	
4	Ready Mix Concrete	RCC as per BOQ / Drawings	As per approved list	Compressive Strength & Slump Mix design Fly ash content	Site-in-Charge	NA	Occasionally if Site-in-Charge desires	One set per 6-25 CuM RCC depending upon nature of work	3 nos cubes to be crushed on 7th day & balance 3 nos to be crushed on 28th day
5	Water	Concrete, Masonry, Plastering & Flooring work as per BOQ / Drawings	Local source	Ph value Organic matter Inorganic matter Sulphate & Chloride Suspended matter	Site-in-Charge	NA	One test per source	NA	As per specification /IS Code

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6	Granular Material (Sand)	Masonry work, plastering, filling as per BOQ / Drawings	Locally available of best quality	Grading Fineness Modulus Silt & salt content Dry density	Site-in-Charge	NA	NA	One test per 200 CuM	Permissible silt, salt content shall be as per IS Code
7	Granular Material (Stone Metal)	For nominal mix concrete as per BOQ / Drawings	Locally available of best quality	Grading Fineness Modulus Dry density	Site-in-Charge	NA	NA	One test per 200 CuM [SB3]	
8	VETRIFIED TILES	Flooring work as per BOQ / Drawings	As per approved list	Physical & Chemical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Flooring work	As per approved list
9	PLYWOOD & TIMBERS	PARTITION work, TABLE Work, cash Counters. Etc. as per BOQ / Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	PARTITION work, TABLE Work, cash Counters. Etc.	As per approved list / IS Codes
10.	Paints	Walls & Cellings as per BOQ / Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Walls & Cellings	As per approved list / IS Codes
11.	False ceiling	Roof ceiling Work as per BOQ / Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Roof Ceiling Work	As per approved list / IS Codes

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12.	Sanitary Fittings	At Toilets as per BOQ / Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Toilets .	As per approved list / IS Codes
13.	Electrical wirings	Entire work as per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
14.	Electrical fixtures	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
15.	Fire Fitting fixtures	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
16	Chairs/ lobby chairs/sofas etc.	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
17.	Glass Items	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
18.	SW pipes	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes

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19.	Locks & Locking systems	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
20.	Putty work	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
21.	Doors & Door Frames Work	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
22.	Aluminum works	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
23.	M.S Works	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes
24.	CAT-6 line / Cables	Entire work as Per BOQ & Drawings	As per approved list	Physical	Site-in-Charge	Each consignment	Once of any approved brand & occasionally if Site-in-Charge desires	Entire work	As per approved list / IS Codes

The above QAP is proposed for basic materials only. Any other construction materials for the job, if required, shall require to be tested for criteria as jointly decided after award of the job. The above list may include other construction materials as per the discretion of the Engineer-in-Charge.

[SB4][SB5]

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 management Experience

ATTACHMENT - XIII

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.

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SPECIAL CONDITION OF CONTRACT

INDEX

Clause 1.00	GENERAL
Clause 2.00	LOCATION OF SITE
Clause	
Clause 3.00	STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES
Clause 4.00	ALTERATIONS IN SPECIFICATIONS AND DESIGN
Clause 5.00	DRAWINGS VIS-A-VIS SCHEDULE OF WORK/BILL OF QUANTITIES
Clause 6.00	SCRAP AND SERVICEABLE MATERIAL
Clause 7.00	TESTS & TEST PROCEDURES FOR MATERIALS SUPPLIED BY CONTRACTOR
Clause 8.00	MEASUREMENT & BILLING OF WORK
Clause 9.00	ON ACCOUNT PAYMENTS
Clause 10.00	TERMS OF PAYMENT
Clause 11.00	SCHEDULE OF RATES
Clause 12.00	EXTRA ITEMS OF WORK
Clause 13.00	STRICT ADHERENCE TO SPECIFICATION & CTE INSPECTION

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- a) 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.
- b) 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.
- c) Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of General Conditions of Contract.
- d) 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.
- e) 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.
- f) 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: -
 - I. Detailed Letter of Intent along with statement of agreed variations and its enclosures.
 - II. Fax/ e-mail of Intent.
 - III. Special Conditions of Contract
 - IV. Drawings
 - V. General Conditions of Contract & its Annexure.
 - VI. Indian Standards / Technical Specifications.
 - VII. Schedule of quantities and rates.

2. LOCATION OF SITE

The Location of the site is at Balmer Lawrie Container Freight Station Kolkata-,P-3/1 Transport Depot Road Kolkata-700088

3. 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.

4. ALTERATION IN SPECIFICATIONS AND DESIGN

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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.

5. 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 rates. Detail working drawing for furnishing, electrical and all other job, for individual floors shall be furnished after award of the contract, progressively as per phases of work. The contractor shall remain responsible from obtaining approval for the samples of materials to be used from the Engineer-in-Charge.

6. 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.

7. 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.

8. 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.

Contractor to give notice of two days to Engineer-in-Charge before covering up or placing beyond reach of measurement any work so that same may be measured and recorded.

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.

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Contractor will submit a Bill in approved proforma in quadruplicate 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.

9. ON ACCOUNT PAYMENTS

- a) 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 Sheets signed and dated jointly and also supported by all test reports, batch certification etc.
- b) No Running Bill(s) shall be made and / or certified for a total value of less than **₹20,00,0000/-** (Rupees Twenty lacs) only.
- c) 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.
- d) All lawful payments as provided under ESI Act, Workmen's Compensation 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 proofs furnished by the Contractor / Sub-Contractor to the contrary.
- e) 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.
- f) The payment against monthly running accounts bills shall be made as follows: -
- g) 100% of the net amount, after deduction of all dues to the Owner, advance, retention and all other money deductible shall be payable within 60(sixty) days after submission and obtaining initial approval for payment from Engineer-in-Charge.

10. TERMS OF PAYMENT

- a) No mobilization advance shall be paid to the contractor.
- b) 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.
- c) The contractor shall, within fifteen (15) days, submit to the Owner Initial Security Deposit equivalent to 3% 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.

11. 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

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labour, materials, tools, plants, tackle, testing, if any, with Contractor's testing appliance etc. required to complete the work.

12. 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 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 analysed as follows:

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

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

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 focused 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
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

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8	Have you produced project/contract HSE plans for recently completed work?			None	2
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	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
9	Is HSE Covered in your company's organization chart?			Provide Current OrgChart.	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

Appendix-B

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.
- (v) Ladders shall be maintained free of oil, grease and other slipping hazards
- (vi) 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.
- (vii) 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.

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LIST OF APPROVED MAKES

All material specified in this tender document must confirm to the brand name and be of the first quality. Samples of all materials to be used must be submitted and got approved from the Engineer-in-charge before procurement and use.

Civil, Electrical, Interior Furnishing & Fire Fighting Work:

SL NO.	MATERIAL	BRAND NAME
1	False Ceiling / Channels	India Gypsum / Armstrong / Saint Goblin
2	Wood Framework / Wood Section: All Wood must be well seasoned, free from knots, other defects decay and defects. Due to handling and Transportation, wherever necessary. Provide with anti – termite Treatment.	Malaysian Sal / Kapoor
3	Wood Skirting / Molding/ Lipping/ Bidding	White Beach / White Ceader / CP Teak
4	Wood Preservative	STP Pentaphene Pale/ Termiseal by PCI/ Bison
5	Fire Retardant Paint	Industrial grades of Noble / Viper
6	BWR Ply (IS : 303)	Century / Sylvan/ Green Ply / Globe
7	Flush Door / BWP Block Board (IS : 1659)	Century / Sylvan/ Green Ply / Globe
8	Laminate (1.0 mm thk.) (IS : 2046)	AICA / Century / Sunmica
9	Door Closure (Heavy Duty)	Godrej / Archi / Sterling (DC 2000)
10	Floor Spring (Heavy Duty)	Godrej / Archi / Sterling (FS 3000)
11	Door Lock (Dead)	Godrej / Hafele / Hettich / Kich / Doorset / Yale
12	Door Handles	Godrej / Hafele / Hettich / Kich / Doorset
13	Drawer / Storage Handle	Godrej / Hafele / Hettich / Kich / Doorset
14	Drawer / Storage Lock (Multipurpose)	Ebco / Hafele / Hettich / Kich / Doorset
15	Night Latch	Godrej / 4C Acme
16	Screws	GKW / Nettle fold
17	Hinges	CIEF
18	Sliding Telescope Drawer Channel	Ebco / Kombo / Earl Behari / Efficient Gadgets
19	Cable Organiser	Ebco / Innofitt Systems / (CM 63.C)
20	Adhesive	Fevicol SH / Fevimate TL

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21	Soft Board	Jolly Board
22	Vertical Blinds	Mac / Annums / Window Fashion
23	Glass	Modi / AIS / Saint Gobain
24	Paints (Synthetic Enamel / Acrylic Emulsion)	Asian Paints / Berger / ICI
25	PVC Flooring	Krishna Vinyl / Armstrong / Birla
26	Texture Paint	Spectrum
27	European WC / Washbasin	Hindware / Parryware
28	Sanitary Fittings	Jaguar / EzzoDelux
29	G.I. Pipe	Tata Medium
30	Cement	Ultratech / Lafarge / ACC
31	Footmat	Birla 3M / Approved Equivalent
32	Vitrified Tiles	Johnson / Naveen / Kajaria
33	Ceramic Tiles	Johnson / Naveen / Kajaria
34	Chairs	Godrej / Or Equivalent
35	All others items not covered above	As per sample approved by Employer

[SB6]

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TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

CIVIL WORKS

1.0 GENERAL NOTE

All materials and workmanship used for the work shall generally conform to the relevant specifications and Codes of Practice as prescribed by the Bureau of Indian Standards. Furthermore, the Contractor shall execute various items of works in the manner as described hereinafter. In the event of any confusion or dispute arising out of the specifications, Codes of Practice and whatever is mentioned hereinafter, the decision of the Owner / Engineer-in-Charge shall be binding on the Contractor.

However, these specifications shall be read along with the corresponding descriptions of an item of work as given in the Bill of Quantities.

The specification of any item which a not have been included in the following pages shall conform to the relevant IS Specifications.

2.0 VITRIFIED TILE FLOORING, DADO / SKIRTING / FACIA :

2.1. MATERIALS :

Vitrified Tiles: The tiles shall be of approved make or equivalent and shall generally conform to the approved standards. They shall be flat and true to shape, free from cracks, crazing spots, chipped edges and corners. Unless otherwise specified, the nominal sizes of tiles shall be as under: The tiles shall be square or rectangular of nominal sizes such as: 600 x 600 mm; 900 x 900 mm or as per tender schedule / drawings or as directed by the Engineer-in-Charge. Thickness shall be as per recommendations of the approved manufacturers. Technical specifications of the tiles shall be generally conforming to the following standards:

TECHNICAL SPECIFICATIONS FOR VITRIFIED TILES NO PROPERTY EXPECTED STANDARDS

NO	PROPERTY	EXPECTED STANDARDS
1	Deviation in length	(+/-) 0.6%
2	Straightness of sides	(+/-) 0.5%
3	Rectangularity	(+/-) 0.6%
4	Surface flatness	(+/-) 0.5%
5	Water absorption	< 0.50%
6	Mohs. hardness	> 6
7	Flexural strength	> 27 N / mm ²
8	Abrasion resistance	< 204 mm ²
9	Skid resistance (friction coefficient)	> 0.4
10	Glossiness	Min. 85% reflection

The tiles shall conform to the relevant standards in all respects. Samples of tiles shall be got approved from the Engineer-in-charge before bulk procurement for incorporation in the work.

2.2. PREPARATION OF SURFACE FOR FLOORING:

Following procedure shall be followed:

Sub grade concrete or RCC slab or side brick wall / or plastered surfaces on which tiles are to be laid shall be cleaned, wetted and mopped as specified for terrazzo tile flooring.

Mortar and bedding: Cement mortar for bedding shall be prepared of mix 1:4 or as specified in the schedule of items, to a consistent paste and shall conform to the specification for materials, preparations etc.

as specified under cement mortar. The amount of water added while preparing mortar shall be the minimum necessary to give sufficient plasticity for laying. Care shall be taken in preparation of the mortar to ensure that there are no hard lumps that would interfere with even bedding of the tiles. Before spreading the mortar bed the base shall be cleaned off all dirt, scum or laitance and loose materials and well wetted without forming any pools of water on the surface. The mortar of specified proportion and thickness shall then be evenly and smoothly spread over the base by use of screed battens to proper level or slope.

□□ Once the mix is prepared, no further water be added and the same shall be used within one hour of adding water. Apply on an average 20 mm thick bedding of mortar over an area of 1 sqm. at a time over surface of the area for laying tiles, in proper level and allowed to harden sufficiently to offer a fairly good cushion for the tiles to set..

2.3. LAYING OF TILES FOR FLOORING :

The tiling work shall be done as per the pattern shown in the drawing or as directed by the Engineer-in-Charge. As a general practice laying of tiles shall be commenced from the centre of the area and advanced towards the walls. Cut tiles, if any, shall be laid along wall with necessary border pattern as shown / directed by the Engineer-in-Charge.

Tiling work shall be completed by pressing tiles firmly into place along the wall / floor. A white cement slurry to the back of the tile to be applied to ensure proper and full bedding. The tiles shall be laid on the bedding mortar when it is still plastic but has become sufficiently stiff to offer a fairly firm cushion for the tiles. Tiles, which are fixed on the flooring adjoining the wall, shall be so arranged that the surface on the round edge tiles shall correspond to the skirting or dado. Press gently the tile with wooden mallet for even adherence at the back of the tile. Do not use an iron hammer or some heavy material to press the tile. The edges of the tiles shall be smeared with neat white cement slurry and fixed in this grout one after the other, each tile being well pressed and gently tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. There shall be no hollows in bed or joints. The joints shall be kept as close as possible and in straight line. Unless otherwise specified, joint-less tiling shall be done butting the tiles with each other. If joint is specified, the same shall not exceed 1.00 mm. in width. The joint shall be grouted with white / matching colour cement slurry. After fixing the tiles, finally in an even plane or slope, the flooring shall be covered with wet sand and allowed undisturbed for 14 days.

2.4. FIXING TILES FOR DADO & SKIRTING / FACIA :

The fixing of tiles on wall surfaces shall be done only after completing fixing of the tiles on the floor. Following procedure shall be followed:

□□ The back of tiles shall be cleaned off and covered with layer of approved adhesive like BAL -NDURA or equivalent with proper troweling as per manufacturers recommendations.

□□ The edges of the tiles shall be smeared with the adhesive and fixed on the wall one after the other, each tile being well pressed and gently tapped with a wooden mallet till it is properly fixed in level with the adjoining tiles. There shall be no hollows on the back or in joints. Unless otherwise specified, joint-less tiling shall be done butting the tiles with each other. If joint is specified, the same shall not exceed 1.00mm. in width. The joint shall be grouted with approved adhesive. The joints shall be kept in straight line or as per the approved pattern.

□□ While fixing tiles in dado / skirting work, care shall be taken to break the joints vertically. The top line shall be touched up neatly with the rest of the plaster above. If doors, windows or other openings are located within the dado area, the corners, sills, jambs etc. shall be provided with true right angles without any specials. The contractor will not be entitled to any extra claims on this account for cutting of tiles if required.

□□ The fixing shall be done from bottom of wall to upward without any hollows in the bed of joints. Each tile shall be as close as possible to one adjoining. All tiles faces shall be in one vertical plane.

2.5. GROUTING OF JOINTS IN FLOOR / SKIRTING / DADO:

The joints, if specified, shall be cleaned off and all dust and loose particles removed. Joints shall then be filled with approved adhesive like BAL-ENDURA or equivalent grouts. After finishing the grouting process, after 15 minute, wipe off excess grout with a damp sponge and polish the tiles with a soft & dry cloth for a clean surface. The Finished work shall not sound hollow when tapped with a wooden mallet.

2.6. CLEANING:

As directed by the Engineer-in-Charge, the tiles shall be cleaned by mild acid (However, Hydrofluoric acid and its derivatives should not be used). After the tiles have been laid in a room or the days fixing work is completed, the surplus cement grout / adhesive that may have come out of the joints shall be cleaned off before it sets. The dado / skirting shall be thoroughly cleaned. In the case of flooring, once the floor has set, the floor shall be carefully washed clean and dried. When drying, the floor shall be covered with oil free dry sawdust. It shall be removed only after completion of the construction work and just before the floor is used.

2.7. MODE OF MEASUREMENT AND RATE:

Dado / flooring / skirting shall be measured in sqm correct to two places of decimal. Length and breadth shall be measured correct to 1 cm. between the exposed surfaces of skirting or dado. No deductions shall be made nor extra paid for any opening of area upto 0.1 sqm. The rate shall include all the cost of labor and materials involved.

INTERIOR FURNISHING WORKS

1.0 SCOPE

The technical specifications for the interior work under scope of this contract shall be in accordance with CPWD specification in vogue. If not covered therein with relevant (with latest amendments) and shall be read in conjunction with other documents forming the contract: viz., form of Tender Notice, Article of Agreement, General Bill of Quantities and Drawings.

2.0 GENERAL:

2.1: WORK TO BE PROVIDED FOR:

The work to be provided for the Contractor unless otherwise specified, shall include but not be limited to the following:

- 1) Furnish all labour, materials, supervision, services, supports, scaffolds, approaches, construction equipments, tools, plants etc. as required for proper execution of the job as per drawings and specifications.
- 2) Provide all incidental items not shown or specified in particular, but reasonable or necessary for successful completion of the work in accordance with the drawings, specifications and bill of quantities.
- 3) To extend facilities to the Engineer-in-charge to inspect work and assist them in obtaining samples, if they so desire.
- 4) To make good at his own cost and to the satisfaction of the Owner, all defects, arising in the opinion of the Engineer-in-Charge from work or materials, not in accordance with the specification or the instructions of the Engineer-in-Charge that may appear within twelve months after completion of the work.
- 5) To execute the work according to the drawings or revisions there of schedule of Quantities/specifications / instructions issued by the Engineer-in-Charge and no works should be done without proper drawings/specifications, written instructions given by the Engineer-in-Charge.
- 6) Furnish samples of all materials including any tests thereon as directed by the Engineer-in-charge.

2.2 COORDINATION:

The Contractor shall be responsible for proper coordination with sub-contractors or other contractors employed by the Owner. The completed work after fitting of all fixtures (even of other Contractors) if necessary, shall be at the custody of the contractor who will be responsible for handing over to the Owner.

2.3 APPROVED MANUFACTURER:

Whenever materials or workmanship as per Manufacturer's specification has been specified, it will be the responsibility of the Contractor to submit authenticated documents from the Manufacturer for

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obtaining the approval of the Engineer-in-charge.

2.4 VARIATION:

The work described in schedule shall prevail if it is at variance with the work described in specification.

3.0 GENERAL NOTES AND ADDITIONAL SPECIFICATIONS:

- 1) All the rates quoted will be including all necessary lead and lifts.
- 2) All exposed faces of wooden members are inclusive of polishing of approved finish.
- 3) All partitions, doors, cupboards, wardrobes are inclusive of necessary from monger as specified or as instructed at site and after approval of samples.
- 4) Lipping for the edges of the block board with respective veneering or otherwise as directed.
- 5) All the furniture is subject to minor changes and improvement as per site instructions.
- 6) Quotations should include all the concealed locks, knobs, hinges of standard approved quality. Aluminium runners, sliding bearing etc., wherever required will not be paid separately unless otherwise stated.
- 7) All the doors, book cases, cupboards should be provided with locking arrangements.
- 8) Samples of all fittings and fixtures shall be got approved before use.
- 9) All plywood-veneered surfaces should be matching type throughout and to the fullest satisfaction of the Engineer-in-Charge.
- 10) All plywood, Block board, particleboard, pre-laminated board shall be of approved manufacturers and shall be strictly B.W. R. type bonded with phenol formaldehyde synthetic resin. As specified by Engineer-in-Charge.
- 11) All furniture pieces should be stable with necessary horizontal and vertical supports and is subject to continuous improvement. No extra charges will be paid for any changes until the sample is approved finally.
- 12) In case of teak wood planks, battens or frame members exposed surfaces should match with general colour of teak wood veneered surfaces. All timber surfaces unless otherwise specified in the Schedule of quantities are to be finished in natural colour with N.C.L acquire in mat finish.

4.0 TIMBER :

Timber shall be of good quality and well-seasoned. It shall have uniform colour, reasonably straight grains, and shall be free from dead knots, cracks, shakes and sapwood. The moisture content shall be within the limits prescribed in maximum moisture contents.

4.1 TEAK WOOD (*Tectonagrandis*), Salwood (*Sohrearobusta*), Pia-sal (*Pterospernummuresuplum*) shall be of outstanding merit in retention of shape and durability. First Class teak wood such as Balarsha, malabar and dandeli: Individual hard and sound knot shall not be more than 123mm in diameter and the aggregate area of all the knots shall not exceed one-half percent of the area of the piece. It shall be close grained.

4.2 BADAM/CHAMP/KASI (BIJA) WOOD (*BridaliaRetgusa*)

First Class:

No individual hard and sound knot shall be more than 25mm in diameter and the aggregate area of the live knots shall not exceed one percent of the area of the piece, should be properly treated with wood preservative and kiln seasoned and shall be used under head "Secondary Hard Wood"

5.0 PLY WOOD

The veneers for all grades shall be either rotary cut or sliced. The veneers shall be sufficiently smooth to permit even spread of glue. The thickness of all veneers shall be uniform, within a tolerance of (+) (-) 5% corresponding veneers on either side of the center one shall be of the same thickness and species. The requirement of thickness of face and core veneers shall be as follows:

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- a) In 3-ply boards upto 5mm thick, the combined thickness of the face veneers shall not exceed twice the thickness of center one.
- b) In a multiply boards, the thickness of any veneer shall not be more than thrice the thickness of any other veneer.
- c) The sum of the thickness of the veneer in one direction shall approximate to the sum of the thickness of the veneers at right angles to them and shall not be greater than 1.5 times this sum except for three ply as specified in (a)

The thickness of plywood boards shall be specified as under:

Board thickness Board thickness Pre-Laminated Board.

7 ply 12 mm 9mm 12m 9mm : Both Exterior

15m 15mm 15 mm: &

16mm 16mm 16mm : Interior grade

11 Ply 19mm

22mm

25mm

- d) Plywood shall be as specified quality with decorative surface veneer. Unless specifically permitted otherwise, the adhesive used in plywood shall be PHENOL - FORMALDEHYDE resin of B.W.P. grade conforming to IS: 848.

6.0 LAMINATED PLASTIC SHEETS:

All laminated plastic sheets shall be unless specified and shall be "Merino & Greenlam.", or approved equivalent. The colour, pattern, finish and texture shall be approved by the Engineer-in-Charge.

7.0 BWR PLY.

BWR plywood shall be as per IS: 303.

8.0 FLUSH DOORS:

Flush doors shall be hollow or solid core with commercial or decorative faces and hard wood edges.

The core for solid core doors shall be of block board or wood particleboard. The Contractor shall give a guarantee that the adhesive used is Phenol -Formaldehyde of B.W.R. grade.

The thickness shall be as specified in the "Schedule of Items."

Moisture Content.

MAXIMUM MOISTURE CONTENT FOR WOOD WORK.

Thinner than 50 mm 10% Average moisture content.

Thicker than 50mm 12% Average moisture content.

9.0 WORKMANSHIP OF WOOD WORK

9.1 GENERAL:

The work shall be done by skilled carpenters as per details shown on drawing of instructed by the Engineer-in-Charge.

Framing timber and other work shall be close fitting with proper wood joinery accurately set to required lines or levels and rigidly secured in place. Special care shall be taken to match the grain of timber or plywood, which shall be subsequently polished. Screws or nails will not be permitted to the edge of plywood or chipboard sheets. All exposed plywood edges shall be finished with teak wood liping unless otherwise shown or drawings.

9.2 FINISH:

All carpentry work after finishing shall be sand papered smooth. A primer coat shall be given after inspection by the Engineer-in-Charge to all surfaces other than those which shall be subsequently polished or covered with

laminated plastic sheets.

9.3 SURFACE TREATMENT:

When shown on drawing or called for in schedule, decorative or laminated sheets shall be bounded under pressure to the surface to be finished. The adhesive used shall be of approved brand and brought to site in sealed container. The rate of application and the length of time for which the pressure is to be applied shall be as per the Manufacturer's instructions. The edges of sheets shall be protected by teak lipping or beveled as shown on drawings.

10.0 PAINTING WORKS

10.1 PRIMING COAT OF WOOD, IRON OR PLASTERED SURFACE;

Preparation of surface.

i) Wood Surface:

1) The wood work to be painted shall be dry and free from moisture.

2) The surface shall be thoroughly cleaned. All unevenness shall be rubbed down smooth with sand paper and shall be well ducted. Knots if any shall be covered with preparation of red lead made by grinding red lead in water and mixing with strong glue sized and used hot. Appropriate filler materials with same shade as paint shall be used where specified.

3) The surface treated for knotting shall be dry before painting is applied. After the priming coat is applied, the holes and indentations on the surface shall be stopped with glazier putty or wood putty. The primer shall be prepared on site or shall be of approved brand and manufacturer as specified in the item. Paint shall be anti-corrosive Bitumastic paint, Aluminium paint or other types of paint as specified in the description of the item stopping shall not be done before the priming coat is applied as the wood will absorb the oil in the stopping and the latter is therefore liable to crack.

ii) Iron and steel surface.

1) All rust and scales shall be removed by scrapping or by brushing or by brushing with steel wire brushes. Hard skin or oxide formed on the surface of wrought iron during rolling which become loose by rusting, shall be removed.

2) All dust and dirt shall be thoroughly wiped away from the surface. If the surface is wet, it shall be dried before priming coat is undertaken.

10.2 Application:

The primer shall be applied with brushes, worked well into the surface and spread even and smooth. The painting shall be done by crossing and laying off as described in cement paint above.

11.0 PAINTING WITH READY MIXED PAINT/SYNTHETIC ENAMEL PAINT:

11.1 Preparation of Surface:

i) Wood Work

The surface shall be cleaned and all unevenness removed as specified in wooden surface, knots if visible, shall be covered with a preparation of red lead. Holes and indentations on THE surface shall be filled in with glazier putty or wood putty and rubbed smooth before painting is done. The surface should be thoroughly dry before painting.

ii) Iron and Steel Work:

The priming coat shall have dried up completely before painting is started. Rust and scaling shall be carefully removed by scrapping or by brushing with steel wire brushes. All dust and dirt shall be carefully and thoroughly wiped away.

11.2. Application:

The specification described in cement paint shall hold good as far as applicable. The number of coats to be applied will be as stipulated in the item. The painted surface shall present a uniform appearance and glossy/mat finish as described in schedule of Quantities free from streaks, blisters etc.

11.3. Painting on old surface:

The surface, which has been painted earlier, shall be considered to be old surface.

11.4. Preparation of surface:

i) Wood work:

If the old paint is sound and firm and its removal is considered unnecessary the surface shall be rubbed down with pumice stone after it has been cleaned of all smoke and grease by washing with lime and finishing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water.

If the old painted surface is blistered or flaccid badly, old paint shall be completely removed with the applications of a paint remover following the specification of the Manufacturer. The paint remover shall be of a brand and manufacture approved by the Engineer-in-Charge. It shall be free from alkaline matter and non-caustic so that it can be handled by workmen without injury. It shall be of non-flammable quality as far as possible and such removal shall be paid for separately. Holes and cracks if any shall be stopped with glazier putty or wood putty. Further the painting itself shall be treated as on new surface and paid for, accordingly.

ii) Iron and Steel work:

If the old paint is sound and firm and its removal is considered unnecessary, it shall be rubbed with wire brushes and any loosened paint taken off. All dust shall be thoroughly wiped away. This surface shall then be wiped finally with mineral turpentine to remove grease and perspiration of hand marks etc. and then allowed to dry.

If the old painted surface is in bad condition and blistered and flaked, the old paint shall be completely removed and the surface prepared as described in above. Such removal shall be paid for separately. The painting including the priming coat shall be treated as one new work and paid for accordingly.

12. FRENCH SPIRIT POLISHING:

Pure shellac varying from pale orange to lemon yellow colour, free from resin or dirt shall be dissolved in methylated spirit at the rate of 140gm. of shellac to 1 liter of spirit. Suitable pigment shall be added to get the required shade.

12.1 Polishing new surface:

Preparation of surface - The surface shall be cleaned. All unevenness shall be rubbed down smooth with sand paper and well dusted. Knots if visible shall be covered with a preparation of red lead and glue sized and used hot holes and indentations on the surface shall be stopped with glazier putty. The surface shall be then be given a coat of wood filler made by mint whiting (Ground chalk in methylated spirit at the rate of 1.5 kg of whiting per liter of spirit.) The surface shall again be rubbed down perfectly smooth with glass paper and wiped clean.

12.2 Application:

The number of coats of polish to be applied shall be as decided by the Engineer-in-Charge to get the desired finish. A pad of woollen cloth covered by fine cloth shall be used to apply the polish. The pad shall be moisture with the polish and rubbed hard on the wood, in a series of over lapping circles applying the moisture sparingly but uniformly over the entire area to give an even level surface. A trace of linseed oil on the face of the pad facilitates this operation. The surface shall be allowed to dry and the remaining coats applied in the same way. To finish off, the pad shall be covered with a fresh piece of clean fine cotton cloth slightly dampened with methylated spirit and rubbed lightly and quickly with circular motions. The finished surface shall have a uniform texture.

ELECTRICAL & FIRE FIGHTING WORKS

1.1 All installations shall comply with the requirements of the Indian Electricity Rules, 1956, as amended from time to time and as per relevant clauses of National Electrical Code, 1983.

1.2 All materials to be arranged by the Contractor for use in the work must be got approved from the Engineer-in-Charge well in advance before these are actualized on the work.

1.3 Bad workmanship is liable to be rejected in to.

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- 1.4. The contractor/his supervisor will be bound to sign the site order book and to carry out the instructions given therein.
- 1.5 All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of the Engineer-in-Charge. Any damage to the building due to execution of work shall have to be made good immediately by the contractor at his own cost.
- 1.6 The Contractor shall make his own arrangements for storing the materials and watch and ward at his own cost, even for the installation till the date of completion and handing over the site.
- 1.7 The Contractor shall make his own arrangement at his own cost for all general and electrical tools and plants required for the work.
- 1.8 All debris due to the electrical works shall be removed and site shall be cleared by the Contractor as soon as the work is completed.
- 1.9 Wiring conduit routes shall be marked at site first and got approved from the Engineer-in-Charge before the commencement of the actual work.
- 1.10 The work shall ordinarily be carried out according to the drawings supplied with the schedule of work at the time of award of work, subject to any change made by the Engineer-in-Charge.
- 1.11 All the materials to be used if not covered by any one of the above specifications, it should be got approved from the Engineer-in-Charge.
- 1.12 Unless otherwise mentioned in the schedule of work, the contractor shall use the materials in the work according to the LIST OF RECOMMENDED MANUFACTURERS" enclosed with the CONTRACT DOCUMENT.
- 1.13 In case the particular make of materials mentioned under conditions 11 & 12 above are not available at the time of execution of the work, the alternative make of materials has to be approved from the Engineer-in-Charge before its use.
- 1.14 Thimbles are to be provided wherever required without any extra charges of cables terminations of size 16 sq.mm. Above.
- 1.15 The adopter boxes are to be made up not less than 16 SWG thick M.S. sheets.
- 1.16 Where unless specified, the G.I. boxes should be 600mm deep (Inside)
- 1.17 The brass batten holder/angle holders should be of as per ISI specifications and ISI approved.
- 1.18 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such test as commissioning may be required to give a satisfactory working installation to the satisfaction of the company.
- 1.19 The tenderer shall visit the site before quoting the rates and shall submit the tender complete in all details whether such details have been mentioned in the schedule of work or in specifications.
- 1.20 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays maybe.
- 1.21 The Contractor shall add to the amount of their tender sales taxes, excise duty, octroi or any other charges or fees liable by the local or central authorities as it shall be assumed that the contractor's rates cover all such taxes and no claim on this account shall be entertained.
- 1.22 No import license is available for any equipment.
- 1.23 All necessary safety features required as per various statutory authorities for the entire installation of work shall be taken into consideration by the Contractor and work to be carried out accordingly.

CONCEALED CONDUIT LYING

1. Type and size of Conduit:

All conduit pipe shall be screwed type, solid drawn or welded and with black stove enamelled surface or galvanized and of thickness conforming to IS : 9537 Part II of 1981 (or latest revision) in all respects. The conduits are to be free from burrs and internal roughness. No conduits less than 20mm in dia. shall be used, unless specified.

2. Accessories:

Only screwed type of accessories are to be used.

3. Conduit Joints:

The conduit shall be properly earthed. In long distance straight runs of conduit at reasonable intervals on running threads with couplers and jamnuts. Threads on conduit pipes in all cases shall be between 13mm to 27mm long sufficient to accommodate pipes to full threaded portion of couplers or accessories. Cut end of conduit pipes shall have no sharp edges or any burrs left to avoid damage to insulation of conductor while pulling them through such pipes.

4. Protection against dampness and rust:

In order to minimize condensation and sweating inside the tube, all outlets of pipes system shall be properly drained and ventilated, but in such a manner as to prevent entry to insects inside the conduit.

To protect against rust the outer surface of the conduit and accessories shall be painted and the bare thread portion is to be pointed with anti-corrosive preservative.

5. Bends in Conduits:

All necessary bends in the system including diversion shall be done by bending the pipes, or by inserting suitable inspection type bends, elbows or similar fittings, or by fixing cast iron inspection boxes whichever is most suitable.

6. Maximum capacity of conduits for drawing in of PVC insulated cables shall be as follows :

650/1100V PVC in 20mm dia in 25mm dia

copper wire conduit conduit

1.5 Sq.mm 4 Nos. 10 Nos.

2.5 Sq.mm 4 Nos. 10 Nos.

4.0 Sq.mm 3 Nos. 8 Nos.

6.0 Sq.mm 2 Nos. 6 Nos.

10 Sq.mm -- 4 Nos.

16 Sq.mm -- 2 Nos.

7. Fish Wire :

18 S.W.G. G.I. wire shall be used and it shall protrude the conduit ends by 9 inches.

8. Conduit laying in floor/roof slabs before casting :

PVC/Polythene/G.I. conduit shall be laid straight as far as practicable and properly placed including binding with the steel reinforcement rods with 22 SWG G.I. wire so that proper positions of conduits are maintained.

While laying the conduits for concealed wiring in the ceiling or in the beams and columns and before casting, the contractor shall ensure that both ends of the conduit are plugged by means of deadened socket or otherwise so that any foreign matter cannot enter the conduit and choke them.

All precaution must be taken while laying the conduits on the slabs, R.C. walls, columns etc. and the contractor shall rectify at his own cost if any defects are found during process of drawing cables through the concealed pre-laid conduits. Each PVC/Polythene conduit shall be provided with protruding length of not less than 9 inches on free end of the conduits.

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There shall be no intermediate joints in one straight run of conduit.

All ceiling outlets shall be terminated in a round C.I./G.I. circular box/deep box to suit standard size ceiling rose or/and rectangular C.I./M.S. junction box or fan hook box as the case may be.

It will be mandatory for the contractor to get the layouts approved by the Engineer-in-Charge when the conduits are laid and bound to steel reinforcement rods, before he can release the work for casting of floor/roof.

9. Connector Boxes, Draw-in-Boxes, Junction Boxes :

These shall be manufactured from 16 SWG M.S. sheet and have M.S. cover. Minimum size for connector boxes is 6" X 4" and for Draw-in-Boxes 4" X 4".

10. Fan Hook Boxes: BAL

These shall be 125mm X 125mm X 75mm deep, constructed from 16 SWG M.S. sheet, and provided with one 12mm dia M.S. rod 300mm long.

ELECTRICAL WIRING

1. GENERAL REQUIREMENTS

The installation shall generally be carried out in conforming with the requirements of the Indian Electricity Act, 1910 as amended up to date and the Indian Electricity Rules, 1956 framed thereunder, the relevant regulations of the Electric Supply Authority concerned, and also with the specifications laid down in the Indian Standard I.S. 732 - 1963 Code of Practice (revised) for Electrical Wiring Installations (system voltage not exceeding 650 volts) and I.S. 2309 - 1969 Code of Practice for the protection of Buildings and Allied Structure against Lighting and IS 3043 - Indian code of Practice for Earthing. The wiring shall also be according to the specifications of P.W.D. of the Local Government.

2. MATERIALS

All materials, fittings, appliances, used in electrical installations, shall conform to Indian Standard Specifications wherever these exist. A list of approved materials is attached. Materials not included in the list shall be got approved by the Engineer-in-Charge prior to actual use.

3. MAIN SWITCH GEAR

Iron clad switch fuse and isolator units should conform to B.S. 861 (I.S. 2510-1954). The quick made and break mechanism shall be self-interlocked with the cover. In "Off" position there must be two breaks per pole. Main switch gear shall be properly earthed with two numbers conductors if M.V. and one number of L.V.

4. BURSAR CHAMBER (B.B.C.)

This shall be totally enclosed, metal clad type fabricated from rust proofed 16 SWG sheet steel on angle iron frame and provided with sheet steel or cast iron cover and undrilled detachable end plates, suitable for mounting on wall or angle iron floor stand and painted with high quality enamel paint. G.I. bolts and nuts shall be used for assembly with suitable packing materials to ensure dust proof finish. Meters shall be provided on suitable sheet steel boxes. Switch shall be provided with cable and boxes as required.

The depth of B.B.C. shall be 150mm (minimum). Minimum clearance of phase bars to earth shall be 25mm and between bus bars shall be minimum 32mm.

H.C. (High conductivity) copper busbars properly tinned are to be rated at 1000 Amps. per Sq. in and Aluminium bus bars (wrought aluminium alloy strip) conforming to relevant I.S. specification at 800 Amps per sq. in.

Neutral Busbars are to be rated to carry 60% of phase current. These shall be carried on glazed porcelain supports of proper dielectric and mechanical strength and shall be appropriately colour coded for identification of Phase.

Marking shall be done for identification of switches as directed. The contractor shall submit fully dimensioned drawing of the board with the physical position of the switches and other components to the Engineer-in-Charge for their approval before the same is fabricated. There shall be two numbers of Earth Terminals. Suitable Danger Board shall be provided.

5. INTERCONNECTION B.B.C. & SWITCH FUSE, METERS

For ratings above 150 Amps these shall consist of insulated copper strips to adequate section. For rating below 150 Amps PVC copper cable tails of appropriate size, terminating in tinned copper sockets may be used. The above are to be enclosed either in sheet metal trunking or conduits so that no part is exposed.

6. DISTRIBUTION BOARDS

These totally enclosed metal clad type Distribution Boards with hinged lids shall be in accordance with I.S. 2147-1952 and 2675-1966 and B.S. 214 and shall be welded construction and fabricated from rust proofed sheet steel and finished with anticorrosive stove enamel paint and have provision for fixing on wall and have earthing terminals. Power Distribution Boards (400 volts TPN) shall be constructed from 16 SWG sheet steel and Branch Distribution Boards (230 volts SPN from 18 SWG sheet steel).

The minimum ratings of phase and neutral bus bars shall be 67% of the total rating of fuse ways.

Above 32 Amps Neutral Bus bars may be half the size of the Phase Bus bars.

The fuses shall be mounted on glazed porcelain supports of proper dielectric and mechanical strength. TPN units should have phase separation barriers between fuse BALMER LAWRIE & CO LTD.

Cables shall be connected to a terminal by crimped lugs.

Where two or more B.D.B's feeding low voltage circuits are fed from different phases of a medium voltage supply, these B.D.B's shall be installed at least two metres apart.

All three phase power distribution boards shall be properly earthed with two number 10 S.W.G. galvanised iron wires and provided with suitable Danger Boards. All SPN B.D.B.'s shall be properly earthed with one number 10 SWG galvanised iron wire each.

7. CABLES AND CONDUCTORS

All cables shall conform to relevant Indian Standard. Conductors of all cables except for flexible cables shall be of aluminium, unless specified otherwise.

8. TESTING OF INSTALLATION

Before a completed installation or an addition to an existing installation is put into service, the following tests shall be carried out by the contractor in presence of the Engineer in charge.

a) Polarity of Switches

It must be ensured by test that all single pole switches have been fitted on the live side of the circuits they control.

b) Insulation test:

i) By applying a 500 volt megger between earth and the whole system of conductors or any section thereof, with all fuses in place and all switches closed, all lamps in position or both poles of installation otherwise electrically connected together: The result in megohm shall not be less than 50 divided by the number of points on the circuit, and should not be less than 1 megohm.

ii) Between all conductors connected to one phase and all such conductors connected to the neutral or to the other phase conductors of the supply after removing all metallic connections between the two poles of the installation and switching on all switches. The insulation resistance shall be as in (i) above.

c) Earth continuity Test

The earth continuity conductor including metal conduits, and metal sheaths of cables in all cases shall be tested for electrical continuity. Electrical resistance of the above along with the earthing cut excluding any resistance of earth leakage circuit breaker, measured from the connection with the earth electrode to any point in the earth continuity conductor in the completed installation shall not exceed one ohm.

d) Earth Resistance Test

To ensure effectiveness of installation earth, the value of earth resistance shall within 5 ohm for installation capacity upto 5 KW and one ohm for installation of higher capacity.

9. The completed work will be taken over only if the results obtained in above tests are within the limits mentioned above and in accordance with I.E. Rules.

On completion of the installation work, a certificate shall be furnished by the contractor, countersigned by the certified supervisor under whose direct supervision the installation was carried out. This certificate shall be in a prescribed form as required by the local Electric Supply Authority.

10. SPECIAL SPECIFICATIONS

- a) Before fixing all switches, fittings etc. should be produced before Engineer in Charge and get approved.
- b) All metal switch boards and switch/regulator boxes to be used in work shall be painted with two coats of anti-rust primer (red oxide paint) prior to erection. After erection they shall be again painted with two coats of enamel paint of approved quality.
- c) Before execution of any portion of conduit work for wiring neat proper layout should be made out by the contractor and got approved from the Engineer in charge. For this purpose contractor is advised to get acquainted with the layout drawings of the Engineer-in-Charge.
- d) While laying the conduits for concealed wiring in the ceiling or in the beams and columns and before casting the contractor must ensure that all the inlets and both ends of the conduits are plugged by means of dead end socket so that no foreign matter can enter the conduits and choke them.
- e) Damage to any fitting during erection and before handing over the installation by contractor shall be set right or replaced by the contractor at his own cost.
- f) Caution Board of proper size wherever required, shall be provided, as per I.E.E. regulations for which no extra payment will be admissible.
- g) Any repairs done to wall etc. should match with the surrounding surface otherwise same will be got done through Building Contractor at the cost of the Electrical Contractor.
- h) Earthing Installation shall be done in the presence of Engineer in charge or his representative.
- i) The installation should not be energized without adequate earthing.
- j) The I.C. switches and Distribution Fuse Boards shall be provided with neat lettering in block letters with paint for identification of the I.C. switches and for the points connected to each fuse way of the D.B's for which no extra payment will be admissible.
- k) Completion Drawings
The Contractor shall be required to submit along with Final bill, the under noted controlled by them).drawings on tracing papers, along with three copies of Ammonia print each.
 1. Plan (as per structural drawing) of each floor (not less than 1:100 metric scale) showing :
 - i) Locations of Main Switch Board, Distribution boards (with the circuit numbers controlled by them).
 - ii) The runs of mains and submains.
 - iii) Location of lights, fans, wall sockets, other power consuming devices together with type of fittings and fixtures including circuit numbers.
 - iv) Position of lightning conductors and route of running conductor.
 - v) Position of Earthing Stations for light and power and Lightning Conductor installation.and giving the following information on the plans :-
 - a) Name of work with job no. Accepted Tender No.
 - b) Date of completion.
 - c) Name of the Place.
 - d) Name and Signature of the Contractor.
 - e) Scale of Drawings.
 2. Schematic lines layout diagram of each floor showing (i) Layout and connections of Main and Sub-board, B.D.B. having descriptions of the size, capacity, type and their numbers, the system and the source of supply, (ii) Location, Size, Type, length of main and sub main cables (iii) Loading of each B.D.B. indication of phases, Departmental mark in each B.D.B. and switchgear.The drawings shall be very neatly drawn and submitted properly without folding them.
3. Cable route should be marked on site plan with measurements from permanent Structures.

CABLE INSTALLATIONS

1. General

All HV Cables (upto 33 KV earthed system) shall be either paper insulated SL type or XLPE insulated aluminium conductor cable conforming to I.S. 692 and I.S. 7098 respectively.

All Medium Voltage and Low Voltage PVC insulated and armoured/unarmoured cables shall conform to IS 1554 Part-I-1964 and of 1,100 volt grade.

Old and used cables must not be used for installation. Only one make of cable shall be used. All cables brought to site must be tested and got approved by the Engineer-in-charge before these can be laid. The cables shall be dispatched to site on wooden drums with ends sealed. Exact lengths shall be determined by the Contractor after measurement at site.

The underground installation of cables shall be generally conforming to I.S. 1255-1967, Code of practice for installation and maintenance of underground cables (upto including 33 KV).

2. Laying of Cables

a) Direct in Ground

Trenches shall be 750mm deep (minimum) for LT Cables and 1.2 M (4'-0") deep minimum for HT Cables from ground level and trenching work shall including all pumping and bailing out water.

These trenches shall be wide enough to accommodate all the cables with brick separations as per the requirements specified in the relevant I.S.

When more than one multicore cable is to be laid in the same trench, a minimum horizontal inter axial spacing between cables will be as per relevant I.S.

After excavation of the trench of proper size, the bottom of the trench shall be dressed and levelled and filled with a 75mm layer of fine sand. The cable shall then be laid with bricks on both sides of the cable continuously. After having the space within the bricks, filled and packed upto a level of 75mm (3") above top of cable with fine sand, the top layer of bricks shall be placed side by side in continuous series as protective cover. Total No. of bricks required being 16 per metre run. The remainder of the trench shall be filled with riddled soil, well rammed and watered to a level of 75mm (3") above surrounding ground level. The ground level surface of the whole trench route shall be restored properly after completion of cable laying.

b) Inside Building

Cables shall be laid on walls/ceilings/structure, unless specified otherwise, with M.S. brackets and suitable clamps or over claw type aluminium cleats fixed on M.S. brackets, paced not more than 450mm apart. G.I. Bolts of suitable sizes are to be grouted on the wall properly for fixing the brackets.

c) Minimum bending radius permissible is 12D for MV Cables and 20D for HV cables. At joints and terminations, the individuals core of multicore cables should never be bent so that the radius is less than 15 times the diameters over the insulation.

No Cable jointing is allowed between two terminals points.

3. Cable Jointing

All cable joints shall be carried out by experienced and Licensed jointers under strict supervision. Electro plated brass cable glands, aluminium/ tinned copper cable sockets and approved jointing materials must be used. The price for cable jointing and finishing the ends of the cable shall include all materials and shall also provide for tools and plants for the work. The cable accessories and other associated materials shall conform to Indian Standard Specification where applicable. Proper earthing of cable glands and armoured shall be included in the job.

4. Testing of Cables

All cables shall be tested for insulation resistance with megger - 5,000V constant pressure megger insulation tester for HT Cables and 1,000 V constant pressure megger for MV cables, before installation.

After installation and end termination, the cables shall be again subjected to the above test.

Insulation value for HT Cables shall not be less than 100 megaohms and for MV Cables 1.0megohm.

After laying and jointing, the HV Cables shall be subjected to high voltage pressure test before commissioning the test voltage being as specified in I.S. 1255-1967 or latest.

5. Testing of Installation

Before the completed installation is put into service or handed over to Owner, the installation is to be subjected to the above tests to the satisfaction of the Engineer-in-charge. The completed work will be taken over only if the results are acceptable to the Engineer-in-Charge.

EARTHING INSTALLATION

The installation shall generally conform to IS 3043 - Indian Standard Code of Practice for Earthing, as amended upto date.

1. Earthing Electrode

The earthing electrode shall be galvanized steel pipe of Class B medium quality - 40mm dia. bore and 3.04 M (10') long. A hole shall be provided at 100mm (4") from the top end to receive a 13mm (1/2") dia. galvanized bolt and the bottom end shall be chisel cut for easy penetration into soil.

A suitable trench shall be excavated about 0.45 M (1'-6") deep and the pipe electrode driven to an average depth of 3.35 M (11'-0") below ground level. The top end of the electrode shall be at an average depth of 0.30 M (1') below the ground surface.

Alternate layers of Charcoal or Salt and Coke to be provided for Electrode as per I.S. Code of Practice unless specified otherwise.

One No. 6 SWG G.I. wire (unless otherwise specified) shall be connected securely on the properly cleaned surface at the top end of pipe electrode by means of a 100 mm (4") long X 13mm (1/2") dia. G.I. bolt nut and double washers. The earth lead conductor shall be protected mechanically by means of a continuous length of G.I. pipe (Class A) having 13mm (1/2") inside diameter upto a height of 0.60 M (2') above ground and the same shall be completely filled with bitumen compound and topped upto overflowing.

2. Masonry Inspection pit

The inspection pit for the earth station shall be approx. 0.56 M X 0.56 M (1'-10" X 1'-10") outside dimensions and approx. 0.45 M (1'-6") deep when completed, having 5" thick cement brick work with 1st class bricks in cement mortar (6:1) both inside and outside plastered 19mm (3/4") thick and neatly cemented 1.60mm (1/16") thick, both inside, outside and top. The opening on top shall be provided with a C.I. ring with lockable cover fixed flush with ground surface.

All the excavations shall be duly back filled, dressed and rammed.

3. Locations for Earth Electrodes

Electrodes shall be buried at least 2 M (6'-6") away from the building pole or object to be earthed. However, earthing electrodes for L.C. installations should be as close to the down conductors as possible.

Electrodes when installed in parallel, shall not be placed less than 2 M (6'-6") apart and preferably placed at distances greater than twice their lengths.

4. Earth Busbar

a) Galvanized M.S. Flat

The busbar shall be of suitable size and length, as specified in the Schedule of Items, heavily galvanized and having adequate number of drilled and tapped holes 30mm apart, complete with G.I. bolts, nuts, washers for securely connecting the earth leads and earth continuity conductors.

The busbar shall be fixed on wall, having clearance of 6mm from wall with spacing insulators with at least the numbers 13mm (1/2") G.I. rag bolts spaced about 0.46 M (1'-6") apart.

b) Copper Flats

To be used, as specified, in the Schedule of Items, where earthing requirements are more stringent. Brass bolts, nuts washers shall be used for connections.

5. Value of Earth Resistance

In case of installations where the load does not exceed 5 K.W. the resistance to earth shall on no account exceed

5 K.W. the resistance shall not exceed 1 ohm.

For sub-station, the value is 1 ohm.

For L.C. installations, the value is 1 ohm.

L.C. INSTALLATION

Specifications :

The installation shall conform to I.S. : 2309-1969 as amended up to date.

1. Conductor for L.C. System

It shall be well galvanised No. 7/8 SWG G.I. stranded wire galvanising conforming to B.S.728/1961) unless specified otherwise. The conductor shall be well annealed and flexible. There shall be no joints in any conductor between terminal ends.

2. Air Terminals

Air Terminal shall be single prong type constructed of 15mm N.B. (Class-B) medium quality G.I. pipe 30 cm long with a screwed G.I. solid conical cap 100mm long (overall) on top and shall have a screwed galvanized M.S. flange 75mm dia. X 6mm thick at bottom end and shall be grouted on the parapet, roof, etc. with rag bolts in cement mortar unless specified otherwise.

3. Conductors on Parapet

The conductors shall be coursed along ridges, parapets, edges of the flat roof, over flat roof where necessary in such a way as to joint each air terminals to the rest. The conductors shall be fixed securely with proper saddles spaced not more than 2 ft. (0.6 M) apart.

4. Vertical Down Conductors

The conductors, direct from test point shall be connected to parapet conductors or air terminals and shall be coursed through shortest possible routes without abrupt turns or kinks. While passing through cornices, these shall pass through G.I. pipe (Class-B) having adequate bore.

These conductor shall be fixed securely with proper saddles spaced not more than 2' ft. (0.6 M) apart.

5. Protection Against Damage and corrosion

No upturns are permitted and any bend necessary shall have a permissible radius. The end of G.I. pipe protections on wall shall be properly sealed with bitumen compound to prevent corrosion.

6. Metallic Objects near conductors

The conductors shall be so laid as to maintain a separation distance exceeding 2 Metres (6'-6") between (a) any electric conductor running in parallel, (b) metallic objects, viz. iron girders, water tanks, iron stair case, water/gas pipes inside or by the side of the building.

All the external metallic objects viz. water tanks, gutters, rain water down pipes, water mains, etc. shall be bonded to the nearest conductor by means of a short tail.

7. Joints & Bonds

All joints between conductors shall be made after cleaning and tinning the ends of conductors to be joined, binding them together for about 100mm (4") with No. 14 SWG G.I. wire and then welding.

Joint between Air Terminals and conductors shall be made with proper lugs duly fixed to conductors and bolts, nuts washers etc.

Bonding shall be as short as possible. All joints & Bends are to be mechanically and electrically sound.

8. Earth Stations :

Similar to Installation earths as specified elsewhere. Minimum number of earth station is two.

9. Installation Tests :

After completion of works the ohmic resistance of L.C. installation complete with air terminals (without earth

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connection) shall be measured from the highest point and this shall be a fraction of one ohm.

The resistance to earth of individual earth stations shall be tested by earth testing megger and must not exceed 1.0 ohms.

The above tests shall be made in the presence of the representative of the Engineer-in-Charge and the results recorded. A certificate of the same to be submitted duly certified by a licensed electrical engineer.

10. Completion Drawings :

This shall be submitted along with the final bill.

SCHEDULE OF QUANTITIES

PREAMBLE

1. The quoted rates shall include clearing site from all shrubs, vegetation, bushes, and trees before commencement of work even if not otherwise specified. Trees with a girth of above 4500mm measured 300mm above G.L. shall be cut with prior approval from the Engineer-in-Charge.

2. The quoted rates shall be deemed inclusive of costs of all labour, materials, tools, plants, equipment, scaffolding, curing cost, all lead & lifts, all taxes including service tax, duties, octroi even if these are not otherwise mentioned in items.

3. Products with I.S.I. stamping, if available shall be used with prior approval of the Engineer-in-Charge reserves the right to select any particular brand between different I.S.I. stamped products of the same category.

4. The quoted rates shall include for keeping pockets, holes, chases, etc., in concrete/masonry for running of Conduit etc.

NOTES TO SCHEDULE OF ITEMS

1. Tenderers shall include in their rates quoted charges for preliminary and general items required for the execution of work such as tools and plants, workman's shed, temporary offices, cleaning site, scaffolding upto required height etc. The description of each item shall unless otherwise stated be held to include conveyance, labour, and finishing to required shape and size, setting, fitting and fixing in position, straight cutting and waste, return of packings, overheads, profits and other unless otherwise stated, be held to include the consequent waste.

2. The rates quoted by the Contractor should cover for work at any height for all the items of work under this contract. List of all materials will not form a criterion for any extra payment, unless otherwise stated in the particular item.

In the event of arithmetical error/errors being discovered in the Contractor's tender the rate mentioned in works in the tender copy marked 'Original' will only be taken as bonafide.

3. Contractor should note that the tender is strictly on item rate basis and their attention is drawn to the fact that their rates for each and every item should be correct, workable and self-supporting. If called upon by the Engineer-in-Charge detailed analysis of any or all rates shall be bound to recognize Contractor's Analysis.

4. Contractor should note that their rates should be inclusive of all attendance on their subcontractors & also for making good any holes and chases left by the Sub-Contractor before the builder's work is completed.

5. The Contractor shall be responsible for procuring all required materials sufficiently in advance and see that the work is never hindered for want of materials or due to any other reason or restriction.

6. The Contractor shall have to carry out all connected work within the boundary of proposed work and inside the building if ordered to do so by the Engineer-in-Charge at the rates quoted in the Schedule of Items.

7. The Contractor is to study architectural and electrical drawings before commencing any work. In case of discrepancy the Contractor must report to the Engineer-in-Charge immediately and shall get the same rectified before proceeding on.

8. The rate quoted for installation work shall include the necessary requirements of Indian Electricity Act and Rules in force at the time of carrying out work.

9. All materials which shall be used in the work must be from the list of the approved materials as mentioned in the specifications. Samples of materials proposed to be used shall be submitted for approval and nothing shall be used which are not approved.

10. General spirit of the technical specification and method of measurement shall be as laid down in the latest edition of I.S. Code of Practice. Rates quoted for all items shall include for the cost of supplying labour and materials fixing and/or erection complete with all the appliances necessary for the proper execution and carrying out of the work to the truest sense of drawing and specification though this may not be mentioned in particular item of in the Schedule of Items.

TENDER DRAWINGS

1. Layout plan for Temperature Controlled Warehouse

2. GA, Section & Detail of sub-structure, superstructure, boundary wall, road etc

[SB7][SB8][SB9]

Seal & Signature of the Tenderer
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Seal & Signature of the Tenderer
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BALMER LAWRIE & CO LIMITED
(A Government of India Enterprise)
Logistics Infrastructure
Hide Road, Kolkata

AT

Hide Road, Kolkata

TENDER NO : BL/CFS_Kol/OfficeSpace/21-22/21

PART II (PRICE PART)

NOTES:

1. Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications, Drawings and other Tender Documents.
2. 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 preliminary for giving some idea of the work involved.
3. 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. 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. The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary up to any extent or 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. 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 interpretation of the Engineer-In-Charge shall be final. All entries shall be in English language.
7. 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. For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:

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

SCHEDULE OF WORK_[SB10]

(IN WORDS)

INTERIOR WORK AT GROUND & 1ST FLOOR AT CFS-KOLKATA					
P-3/1, TRANSPORT DEPOT ROAD, KOLKATA-700088					
B.O.Q FOR CIVIL WORKS					
Sl.No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
A	Dismantling				
1	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75m.including taking out existing wooden partition carefully without damaging the base and allied structure and staking serviceable materials at site and removing rubbish as directed (payment against this item will be made only when this has been done on the specific direction of the Engineer-in-Charge).	Sq.m.	123		
2	Taking out existing partition / ceiling ,Masonite board, ply board, soft board etc. of any thickness and refixing the same in new position with necessary clamps making hole in walls , floors, roof , and mending damage if any .(payment against this item will be made only when this has been done on the specific direction of the Engineer-in-Charge).	Sq.m.	156		
3	Renewing hessainand canvas only of ceiling including taking out old battens if any etc as necessary and refixing the same with new screws including Cleaning of the existing roof with wire mess brush and dressing the surface of the ceiling. (Payment against this item will be made only when this has been done on the specific direction of the Engineer-in-Charge).	Sq.m	550		
B.	CIVIL WORKS				
4	250 mm thick brick work with 1 st class bricks in cement mortar (1:4) including using approved H.B. netting in every third layer . The work has to be done as per the direction of the Engineer –In – Charge.	CUM	15		
5	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/ staging where necessary (Ground floor). With 1:6 cement mortar 20 mm thick plaster.	Sq.m.	150		
6	Supplying, fitting & fixing 1 st quality Ceramic tiles in walls and floors to match with the existing work & 4 nos. of key stones (10mm) fixed with araldite at the back of each tile & finishing the joints with white cement mixed with coloring oxide if required to match the color of tiles including roughening of concrete surface, it necessary or by synthetic adhesive & grout materials etc. with Sand Cement Mortar (1:4) 20mm thick 2 mm thick cement slurry at back side of tiles using cement @ 2.91 Kg/Sq.m. & joint filling using white cement slurry @ 0.20 Kg/Sq.m. (a) Area of each tile upto 0.09 Sq.m.	Sq.m.	31		

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	(ii) Other than Colored decorative including white .The work has to be done as per the direction of the Engineer –In – Charge. Make Kajaria/NITCO/EURO/JHONSON or equivalent make				
7	supplying, fitting & fixing granite slab 15mm to 18mm thick in Pantry etc. over 20mm (avg) thick base of cement mortar (1:2) laid with white cement slurry @ 4.40kg per Sq.m. Before placing of granite and jointed with white cement slurry @ 2.20kg per Sq.m. With necessary pigments and complete as per direction of Engineer-in-charge including cost of all materials, labors, curing and roughening of concrete surface complete.	RM	9		
8	Supplying, fitting and fixing windows and ventilators without integrated grills conforming to IS 1038-1975 and manufactured from rolled steel sections conforming to IS 7452-1974 with non-friction projecting type, box type hinges, glazing clips, lugs locking bracket, handle plate etc, including hoisting in position, straightening if required, fixing lugs in cement concrete (1:2:4) with stone chips 20 mm down cutting holes and mending good damages to match with existing surface complete in all respect including glazing	Sq.m.	20		
9	Providing & Fixing solid core flush door (IS: 2202) of 35 mm thk. Approved color laminate with 1.5 mm. groove design. A wooden cover molding of 40 x 12 mm. thk. White beech/teak wood with polish shall be provided. The rate shall be inclusive of 4" s/s hinges, door stopper, screws, cylindrical lock, tower bolt, door closer of approved make. All edges of the door to be covered with necessary lipping with polish finish. The work should be completed as per specification, design and approval of architect. Note: Wooden door frame fixed to the wall shall have 100 x 65 mm. Sal wood (seasoned) section with natural polish Height 7'(approx.) including necessary frame work of Sal wood 4x3	NO.	11		
10	Supplying and laying true to line and level double charged vitrified tiles of approved brand (size not less than 600 mm X 1200 mm X 10 mm thick) in floor, skirting etc. set in 20 mm sand cement mortar (1:4) and 2 mm thick cement slurry back side of tiles using cement @ 2.91Kg./M2 or using polymerized adhesive (6 mm thick layer applied directly over finished artificial stone floor/Mosaic etc. without any backing course) laid after application slurry using 1.75 Kg of cement per M1 below mortar only, joints grouted with admixture of white cement and coloring pigment to match with color of tiles / epoxy grout materials of approved make as directed and removal of wax coating of top surface of tiles with warm water and polishing the tiles using soft and dry cloth upto mirror finish complete including the cost of materials, labor and all other incidental charges complete true to the manufacturer's specification and direction of Engineer-in-Charge.(White cement, synthetic adhesive and grout material to be supplied by the contractor) Make Kajaria/NITCO/EURO/JHONSON or equivalent make	Sq.m	550		
11	Applying 3 coats of Wall putty punning over plastered of approved make the work has to be done as per the direction of the Engineer-In-Charge .surface	Sq.m	150		

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12	Applying Interior grade Acrylic Primer of approved quality and brand on plastered or concrete surface old or new surface to receive Distemper/ Acrylic emulsion paint including scraping and preparing the surface thoroughly, complete as per manufacturer's specification and as per direction of the EIC. MAKE ASIAN/BERGER/NEROLOC/ DULUX or equivalent make	Sq.m	213		
13	Protective and Decorative Acrylic interior emulsion paint of approved quality, as per manufacturer's specification and as per direction of EIC to be applied over acrylic primer as required. The rate includes cost of material, labor, scaffoldings and all incidental charges but excluding the cost of primer. Premium 100% Acrylic Emulsion	Sq.m	213		
14	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sq.m	20		
15	Priming one coat on timber or plastered surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sq.m	20		
16	Painting with best quality synthetic enamel paint of approved make and brand including smoothening by sand papering etc. including using of approved putty etc. on the surface, if necessary : On timber or plastered surface : Two coats (with any shade except white).	Sq.m	30		
17	Painting with best quality synthetic enamel paint of approved make and brand including smoothening by sand papering etc. including using of approved putty etc. on the surface, if necessary : On steel or other metal surface : One coats (with any shade except white)	Sq.m	30		
18	French polishing to wood work including preparing surface(ordinary gloss)				
	(a) On new wood work Note: For high gloss polish the rate shall be increased by 50% over the rate for ordinary gloss. This work should not be executed without specific permission of Superintending Engineer.	Sq.m	10		
19	Applying epoxy based reactive joining agent for joining the old concrete with fresh concrete to be applied within manufacturer's specified time As per manufacturer's specification. (0.4kg/m ² of concrete surface).	Sq.m	5		
	Note: Applicable only when the full diameter of reinforcement steel is exposed				
20	Applying 2 coats of bonding agent with synthetic multi-functional rubber emulsion having adhesive and water proofing properties by mixing with water in proportion (1 bonding agent: 4 water : 6 cement) as per manufacturer's Specification.	Sq.m	5		
21	Removal of rubbish, earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and clearing the site in all respect as per direction of Engineer in Charge	LS			
22	Scraping of moss, blisters etc. thoroughly from exterior surface of walls necessitating the use of scraper, wire brush etc.(Payment against this item will be made only when this has been done on the specific direction of the Engineer-in-charge)	Sq.m	213		
23	Supplying, fitting and fixing M.S. Clamps for door and window frame made of flat bent bar, edn bifurcated with necessary screws etc. by cement concrete (1:2:4) as per direction. (Cost	No.	66		

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	of concrete will be pais separately)				
24	Iron butt hinges of approved quality fitted and fixed with steel screws, with ISI mark. (vi) 75 mm x 50 mm x 1.2 mm	No.	80		
25	(A) Iron door ring to approved quality fitted and fixed with nut and washer complete. (i) 50 mm dia.	No.	75		
26	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS: 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	No.	23		
27	Supplying, Fitting & Fixing 30 mm thick Factory made solid Panel PVC Door Shutter consisting of outer frame made out of M.S. Tubes of 19 gauge thickness and size 19 mm x 19 mm for styles, top and bottom rails, M.S. Frame shall have cost of steel primers of approved make and manufacture, M.S. frame covered with 5 mm thick heat molded PVC "C" channel of size 30 mm th, 70 mm width out of which 50 mm shall be flat and 20 mm shall be tapered in 45 degree angle on either sides forming styles; and 5 mm th. 95 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm tapered in 45 bottom rail and 115 mm wide PVC sheet out of which 75 mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided either side of the panel with 10 mm (5 mm x 2) th., 20 mm wide cross PVC sheet as gap insert for top rail and bottom. Paneling of 5 mm th. both side PVC sheet to be fitted in the M.S. frame welded/sealed to the styles & rails with 7 mm (5 mm + 2 mm) th. x 15 mm wide PVC sheet beading on inner side and joined together with solvent cement adhesive. An additional 5 mm th. PVC strip of 20 mm which is to be stuck on the interior side of the "C" channel using PVC solvent adhesive etc. complete excluding all necessary hardware's as per direction of Engineer-in-Charge. Make Eureka/Sintex/Rajhsharee or equivalent make	NO.	2		

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<p>28</p>	<p>Technical Specifications - Chemically Cross Linked Cell Polyethylene Foam Insulation Temperature Range- - 40° C to + 115° C Nominal Density - - 30 ± 3 kg/m³ Thermal Conductivity- Mean Temperature (° C) W/m ° K Kcal/hr °m (C)</p> <table border="0"> <tr> <td></td> <td></td> <td>0</td> <td></td> </tr> <tr> <td>0.0318</td> <td>0.0273</td> <td>23</td> <td></td> </tr> <tr> <td>0329</td> <td>0.0283</td> <td>46</td> <td>0.0382</td> </tr> <tr> <td>0.0328</td> <td></td> <td></td> <td></td> </tr> </table> <p>Water Vapour Resistance Factor (u) (Mew) - Moisture Resistance Factor (u) -(DIN 52615) >9000(for plain foam) >14000 (for A1 foil faced foam) Fire Characteristics - a) Surface Spread of Flame : Class 1 as per BS 476 Part 7. (b) Fire Propagation : Class 'O' as per BS 476 Part 6 Reaction to Fire- Self Extinguishing, Non-toxic , Ozone: Very Good Dimensional Stability : Change in dimensions at - 20° C for 4 hrs: <0.5% and at 110° C for 4 hrs: <0.5% Limiting Oxygen Index : 24% Compression Strength @25% : 0.44Kgf/cm² Resistance to Chemical : No characteristic change observed Tensile Strength @ 50 mm/min: - 2.51 Kgf/cm² Elongation at Break : 133.20% Fungal Resistance : No growth observed Volume %-age of closed cells : >90% Sound Transmission Class for 9 mm foam with- 40 dB 12 mm Gypsum board : ISO 140 Water Absorption : <0.2% Water Vapour Permeance : 0.15 ng/pas.m Health & Safety Aspects- CFC/HCFC Free; Dust and Fibre free, VOC/SVOC Free Emission of Volatile Organic Compound (VOC)- Negligible Applications- HVAC, Textile & Building Industry CHEMICALLY CAOSS LINKED CLOSED CELL POLYETHYLENE FOAM INSULATION as duct insulation is specially designed for HVAC segment and for applications in Textile and Building industry, for thermal & acoustic insulation, conforms to Class 1 for Surface Spread of Flame Characteristics and Class 'O' for fire propagation, is dust and fiber free and user friendly manufactured using World Class Manufacturing equipments with machineries & setup capable of manufacturing products in line with international norms. Highest quality Raw Materials, Practices and Quality Management System ensures to deliver the best quality end-Product.</p>			0		0.0318	0.0273	23		0329	0.0283	46	0.0382	0.0328				<p>SQM</p>	<p>180</p>		
		0																			
0.0318	0.0273	23																			
0329	0.0283	46	0.0382																		
0.0328																					
<p>29</p>	<p>Providing, fitting and fixing sliding Aluminum glazed window made of Jindal/ or equivalent make extruded section or approved make (conforming to I.S.-732-1983 and I.S.-1285-1975) with approved anodizedcolor having 15 micron film thickness, including mending good of all surfaces, complete in all respect as per drawing, specification and direction of the Site-in-charge. (In all floors - with 3 mm thick glass).make Jindal, Hindalco or equivalent</p>	<p>Sq.m.</p>	<p>20</p>																		

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30	Providing first class C.P. Teak wood for wood in trims and beads screwed and nailed to door frames and complete in all respect as per drawing, specification and direction of the Site-in-charge. (In all floors).	No	11		
31	Providing 16 gauge aluminum kicking plate fixed to door and complete in all respect as per drawing, specification and direction of the Site-in-charge. (In all floors). make Jindal, Hindalco or equivalent	No	26		
32	Providing, fitting and fixing M.S. Grill painted with a shop coat of red lead primer and complete in all respect as per drawing, specification and direction of the Site-in-charge. (In all floors-grill weighing above 12 kg/SM upto 14 kg/SM with 18.5 x 5.5 mm sections.)	Sq.m.	20		
33	Providing and fixing Main Panel Encasement in position fabricated out of 19mm BWP block board with 1 mm laminate finished for top, both sides and front with Necessary hardware including locks, hinges and handles.Encasement will be having powder coated aluminum louver and 6mm thk. Glass for seeing the indicator in bothShutters.The exposed surface of 19mm block board will be finished with TW / white ceader lipping with natural polish and inside of the encasement shall be finished with polish /enamel paint. The item is to be completed in all respect as per design, specification and approval of the Architect.	LS			
34	Supplying best Indian figured glass viz. Hammered, fluted, ribbed, pinhead etc. type including cutting to required sizes, setting on putty bases and fitted and fixed with nails and putty complete. (In all floors for internal wall &upto 6 m height for external wall) MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Sq.m	25		
	TOTAL				
	B.O.Q FOR SANITARY WORKS	-	-	-	-
Sl.No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing, fitting and fixing 15 mm gun metal stop-cock/ bib-cock of approved make and brand (tested to 21kg/sq.cm.), complete in all respect as per drawing, specification and direction of the Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Nos	4		
2	Providing, fitting and fixing 15 mm C.P. Stop-cocki/ bib-cock of approved make and brand (deluxe/heavy type - tested to 21kg/ sq.cm.), completed in all respect as per drawing, specification and direction of the Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Nos	4		
3	Providing, fitting, and fixing Anglo-Indian W.C. of approved shade of glazed vitreous chinaware of approved make and brand with 'S' trap, including necessary fitting and fixing materials, complete in all respect as per drawing, specification and direction of the Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Nos	2		
5	Providing, fitting and fixing 465 mm c 365 mm x 265 mm flat back (half stall) urinals in white glazed vitreous chinaware of approved make and brand including fixing with brass screws on 75 mm x 75 mm x 75 mm wooden blocks, complete in all respect as per drawing, specification and direction of the	Nos	1		

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	Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT				
6	Providing, fitting and fixing half round channel with or without outlet as required set in cement concrete (1:3:6) in jhama chips, complete in all respect as per drawing, specification and direction of the Site-in-charge.				
	i) 600 mm x 100 mm white vitreous chinaware	Nos	1		
	ii) Channel with outlet - stop end	Nos	2		
7	Providing, fitting and fixing closet seats of approved make and brand with lid and C.P hinges, rubber buffer and brass screws, complete in all respect as per drawing, specification and direction of the Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Nos	1		
8	Providing, fitting and fixing urinal flush pipe fittings of approved make and brand with C.P fittings, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos	2		
9	Providing, fitting and fixing fibre glass liquid soap holder of approved make and brand, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos	2		
10	Providing, fitting and fixing best quality Indian make mirror with fibre glass frame of size 550 mm x 400 mm with 5.5 mm thick glass with silvering as per I.S.I specifications of approved colour, make and brand, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos	2		
11	Providing, fitting and fixing 600 mm long 25 mm diameter towel rail, with two brackets, C.P over brass complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos	2		
12	Providing, fitting and fixing porcelain toilet paper holder of approved make and brand of recessed roll type of size 150 mm x 150 mm with wooden spindle as necessary, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos	1		
13	Providing, fitting and fixing porcelain bathroom shelf of approved make and brand of size 580 mm x 150 mm, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos.	2		
	BASINS, SINKS etc.				
1	Providing, fitting and fixing 550 mm x 400 mm wash basins of white vitreous chinaware of best quality of approved make and brand with C.I brackets on 75 mm x 75 mm x 75 mm wooden blocks, C.P waste fittings of 32 mm diameter with brass pillar cocks of 15 mm diameter, chain with rubber plug of 30 mm diameter, approved quality P.V.C. waste pipes with C.P nuts 32 mm diameter, 900 mm long P.V.C connection pipes with heavy brass C.P nuts 300 mm long, including mending good all damages and painting of brackets with two coats of approved paint, complete in all respect as per drawing, specification and direction of the Site-in-charge. MAKE Hindustan Sanitaryware ,JAGUAR Parryware OR EQUIVALENT	Nos.	1		
2	Providing, fitting and fixing 1050 mm x 450 mm x 180 mm stainless steel sink with board, complete with waste fittings including mending good all damages and painting of brackets with two coats of approved paint, complete in all respect as per drawing, specification and direction of the Site-in-charge.	Nos.	2		
	SOIL PIPES AND FITTINGS				

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1	Providing, fitting and fixing C.I soil pipes conforming with I.S 3989-1970 and I.S 1929-1964 with bobbins, nails etc., including making holes in walls, floor etc., and cutting trenches etc., through masonry concrete if necessary and mending good damages with all necessary materials and painting two coats to exposed surface with approved paint, with lead caulked joints, including Providing, fitting and fixing 100 mm diameter C.I single branch equal with door conforming with I.S 1729-1970 including jointing and painting two coats to exposed surface with approved paint, with lead caulked joints, complete in all respect as per drawinds, specification and direction of the Site-in-charge. complete in all respect as per drawings, specification and direction of the Site-in-charge. Providing, fitting and fixing 100 mm diameter H.C.I. Bend with door conforming with I.S.S including jointing with lead caulked joints, complete in all respect as per drawing, specification and direction of the Site-in-charge.				
	ii) 100 mm diameter (internal)	MTR	5		
2	Supplying, fitting & fixing PVC pipes A -type and fittings conforming to IS: 13592-1992 with all necessary clamps nails, including making holes in walls , floor etc. cutting trenches in any soil through masonry concrete structures etc. if necessary and mending good damages including joining with jointing materials (Spun Yarn, Valamoid/Bitumen/M-Seal etc.) complete. MAKE PRINCE OR EQUIVALENT				
	A) PVC Pipes:				
	i) 75 mm. Dia	MTR	10		
	ii) 110 mm. Dia.	MTR	5		
3	Supply of PVC pipes (B Type) & fittings conforming to IS-13593-1992				
	(B) Fittings				
	(iii) Door Tee				
	(a) 75 mm	PC	2		
	(b)110 mm	PC	2		
	xii) Door Bend (LH) & (RH)				
	(b) 110 mm	PC	4		
	xiv) Cross Tee with Door				
	(b) 110 mm	PC	2		
	xv) Vent Cowl				
	(a) 75 mm	PC	1		
TOTAL					
B.O.Q FOR ELECTRICAL WORKS					
SI No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	MAIN INCOMING SFU S/I/T/Commissioning of 100 Amp. TPN Main Switch (HRC type SFU) at main incoming from CESC / SEB to be fixed on MS angle framework & 2 nos. cable end box including necessary interconnections	unit	2		
2	MAIN PANEL BOARD S/I/T/Commissioning of Main Distribution Panel as per given below: - 440 Volts AC, 3 Phase, 50 Hz with 50 KA fault level for 1 second, Floor / Wall mounted, 7 tank cleaning process with duly powder coated with copper bus bar.	unit	2		
	Incomer :				

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	100 Amps 4P MCCB of 35 KA breaking capacity - 1 nos., 63 Amps 4P MCCB - 1 no.with LED type phase indicating lamp, Digital voltmeter, Ammeter with selector switch with required CT unit, Danger Notice Board indicating sign (DANGER) in English, Hindi, Bengali. Outgoing : 63 Amps TPN MCB - 2 Nos., 40 Amps DP MCB - 4 Nos., ELCB-1 No., 100 Amp TPN Bus bar Chamber-1 No.				
3	UPS POWER DISTRIBUTION BOARD UPS Power DB : Indoor type, 16 Way SPN DB, IP43 Metal Door having 32A DP MCB as incomer WITH 2 ELCB and SP MCBs as outgoing complete with suitable glands & sockets	unit	8		
4	UPS INPUT/ OUTPUT 63 Amps/40 Amps DP MCB in MS enclosure box	unit	12		
5	DISTRIBUTION BOARDS (All MCBs to be "C" series)				
a	Providing and fixing 12 way SPN double door DB for LIGHT POINTS with incomer 1 no. 40 Amps DP MCB controlling 10 Nos. 6/10 Amp SPMCB Complete. WITH 2 NO ELCB	unit	8		
b	Providing and fixing 4 way TPN double door DB for POWER & A.C. POINTS with incomer 1 no. 63 Amps 10 KA TPN MCB controlling 12 no. 16/20 Amp SPMCB Complete. WITH ELCB 2 NO	unit	2		
c	ELCB 4 NO in Metal Enclosure complete with suitable glands & sockets	Unit	2		
6	CABLES				
a	Providing and placing in position, testing and connecting 1.1 KV grade XLPE insulated PVC sheathed armoured Aluminium cable 3.5-C x 50 sq. mm. Alum, Arm, XLPE Cable (Main Power DB), conforming to IS 7098 with 2 Nos 10 swg GI ECC by GI bar and saddles on wall/floorpass. Cable to be from Supply to Main Panel Board.	R.M	44		
b	Providing and laying 1.1. KV grade 4 x 6.0 sq. mm. & 2 x 2.5 sq. mm. PVC coated copper conductors in PVC conduits from Main Panel to lighting & power DBs. Including all necessary terminals etc. complete. With Conceal Wiring.	R.M	750		
c	Providing & fixing 1.1. KV grade 2 x 4 sq.mm. & 1 x 1.5 sq.mm. pvc insulated multi stranded copper wire in suitable size pvc rigid pipe/capping-casing on surface of wall duly Clamping with necessary fittings and accessories.	R.M	500		
d	Providing and fixing 1.1. KV grade 2 x 2.5 sq. mm. & 1 x 1.5 sq. mm. Copper conductor for UPS DB To Computers. The item includes all necessary accessories such as Saddles Cable glands etc. complete.	R.M	500		
e	Providing and placing in position, testing and connecting 1.1 KV grade XLPE insulated PVC sheathed armoured Aluminium cable 3.5-C x 25 sq. mm. conforming to IS 7098 with 2 Nos 10 swg GI ECC by GI bar and saddles on wall/floorpass. Cable to be from Generator to Main Panel Board.	R.M	100		
7	CABLE TERMINATION Supplying, connecting the end terminations with copper cable lugs, Single Compression Brass Cable Glands, Tapping, Crimping etc. complete.				
a	3.5 core 50 Sq mm Al. Armoured	unit	2		
8	EARTHING				

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a	Earthing installations as per I.E. rules by making earth stations with 600 mm x 600 mm x 3.15 mm. thick copper plate electrode to be installed such that its top edge shall be at a minimum depth. of 3.0 meter below ground level after preparation of ground with charcoal and salt and connecting the MIP with 25 mm x 6 mm G.I. earth lead-instrip directly in ground by bolting and then brazing to the copper Plate complete with G.I. bolts of suitable length double nuts and washers including supply and fixing of 50 mm dia. partly perforated G.I. pipe with funnel for watering arrangement. 3.0 m. long with 300 x 300 mm. casting plate connection to be fitted with bitumen, the electrode to be driven under G. L. to an av. depth of 3.15 m. The earthing installation should be provided with 300 mm x 300 mm and 300 mm depth inside dimension masonry inspection pit with C.I. hinged cover having locking arrangements, test link of size 150 mm length x 25 mm x 6 mm copper flat connected to copper earth lead-in-strip and restoring the surfaces duly rammed.	unit	1		
b	Providing and fixing Pipe Earthing (IS - 3043) 3.0m. deep with 40 mm. dia. GI pipe With perforations filled with Alternate layers of Charcoal and salt. The item includes Funnel on top in brick masonry chamber with CI cover for Watering purpose complete.	unit	1		
c	Providing and fixing Earth Bus Bar of 25 mm. x 6 mm. x 300 mm. Complete with brass nut, bolt, washer & bus insulator	unit	1		
d	Providing and fixing Copper Earth Wire 8 gauge in pvc conduit in Floor / walls From pipe earthing to Main Panel Board Complete.	R.M	10		
e	2 Run of 8 SWG GI Earth Wire for Main Power/ UPS DB connection through 20mm dia STEEL conduits (Outdoor)	Mtr	10		
	POINT WIRING				
g	Providing & fixing POINT WIRING for Ceiling and wall lights/fan. The item includes Circuit wiring from DB to the switch board with 2 x 2.5 Sq. mm. PVC insulated copper conductor with 1.5 sq. MM PVC insulated copper conductor for earthing in appropriate size of PVC conduits ISI mark , point wiring to be laid with 2 x 1.5 Sq. mm. PVC insulated copper conductor with all necessary accessories, such as saddles etc. on surface or embedded in wall, chasing the walls and making the surface neat afterwards. The item includes switch 6 AMP MK/ CRABTREE with (Double module) all base plates & cover plates, M.S. box of same make etc. 3 - plate ceiling rose to be provided for Exhaust fans complete. Each switch board should have at least 1 no. 5 Amp raw power socket.				
a	Providing and fixing point wiring with same Specifications as MAIN point wiring above : one point to be controlled by one Switch.	unit	200		
b	Providing and fixing power point for WALL FAN points with 1 x 5pin 6Amp socket outlet to be provided at the location of fan	unit	45		
c	Providing & fixing Raw Power Point Includes 2 nos. 5 pin 6 AMP socket and 1 no 6 Amp switch etc. complete.	unit	40		
d	Providing & fixing Computer Plug Points with 4 Nos 5 pin 6 Amp sockets, 1 Nos 16 amp switch & one indicator lamp, complete with all necessary accessories. The switch and indicator to be located above the counter while sockets to be fixed below the counter.	unit	40		
e	Providing and fixing BELL POINTS on wall / partition with 2x1.0 Sq.MM copper conductor with call bell switch (Push Type) including ANCHOR call bell TRESSA Multi	unit	10		

	Tune Bell Complete.				
	ELECTRICAL FIXTURES				
10	Item includes Providing, assembling, fixing, testing & commissioning Following Fixtures including all accessories, Lamps & extension cords as maybe necessary complete. All LED / Florescent fixtures (except down lighters) to be hung from the RCC ceiling by 20 KG grade adjustable GI chain & in NON False ceiling area they are to be hung by Appropriate Down Rods.				
a	Providing and Fixing Recessed mounted diffused optics high performance 2' X 2' LED luminaire of HAVELLS or Similar with necessary LED lamp. 34w LED 6000K or similar.	unit	90		
b	LED Tube Lights- 1x18 Watt of Havells or similar with necessary complete ceiling mounting fittings	unit	10		
c	LED Down Lights -18 Watt of Havells or similar with necessary complete fittings.	unit	70		
d	Fan : Ceiling Mounted, Double Bearing, 1200mm	unit	5		
e	Fan : Toilet Exhaust, 150mm sweep	unit	3		
f	Fan : Wall Mounted, with regulator, 400mm sweep	unit	43		
10	TELEPHONE CABLING				
a	S/I/T/Commissioning of 2 pair 0.51 sq. mm. telephone Unarmored cable in 32mm PVC pipe.	R.M	40		
b	Providing and fixing telephone set including testing and commissioning of the handsets as per specification and direction	NO	25		
11	S/I/T/Commissioning of Telephone point with 1 No. of of RJ-11 socket, 1 Module Plate & Modular Box as per Instructions of the Architect/Consultant.	unit	12		
12	DATA CABLING				
a	providing and fixing IOU (information outlet unit) of AT & T make including square face plate MS housing box with RJ-45 socket etc. complete with Conceal Wiring	unit	44		
b	Providing and fixing data points with CAT-6 UTP cable from system room to individual points in 20mm PVC conduit fixed on wall, ceiling, partition etc. complete with Conceal Wiring	R.M	400		
c	Providing and fixing Mounting (PATCH) cords one per port. with Conceal Wiring	unit	44		
13	PUBLIC ADDRESS SYSTEM: - Supply, Installation, Testing & Commissioning of 500 watts Amplifier with all accessories. Provision to be made for connecting the wires from all the floors to the amplifier with complete set. (Common for all the floors) with 8 zone paging system (minimum) including Paging console, Paging selector, Controller for connectivity to every floor (To be placed in First Floor) . Paging microphone to be connected to Security Area (To be placed in Ground Floor) including cabling with 25 mm conducting of required size from the First Floor to Ground Floor and all accessories required for connecting9 to the PA system. And wiring of 2 X 5sc.mm FPLS Copper Armored cable with necessary support/ clamping arrangement. To be connected in the Amplifier of First floors Common Pubic Address Systemfired hired accessories, connectors etc. also to be provided for connecting with Supply, Installation, Testing & Commissioning of Ceiling Speakers - 6W – 25 nos.& Supply , Installation , Testing' commissioning of 0 75sq.mm Speaker Cable / CAT6 Cable in 25mm PVC Conduit Junction box with on/off switch to be connected in the fourth floor. From fourth floor Junction box ,	L.S			

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	<p>one 2 x 0.75 sq.mm cable needs to be connected to the 1st - 2nd floor as per direction ..</p>				
<p>14</p>	<p>EPABX :- Supply, Installation, Testing & Commission of EPABX. THE SYSTEM SHOULD BE FULLY LOADED AND FULLY FUNCTIONAL FOR 3 PRI LINE INPUT, 1000 ANALOG CONNECTIONS AND 120 DIGITAL CONNECTIVITY FROM DAY ONE, IT SHOULD INCLUDE ALL NECESSARY ANALOG CARDS, DIGITAL CARDS AND REQUIRED SOFTWARE. The communication system should be latest of art new generation SIP based for converged telephonic deployment. Communication System should RTE scalable, distributable and modular with operating system shall employ at its core Primary switch Technology and 00% none Locking System shall be converged communication with ability to run TDM and IP on the same platform, it should support Analog, Digital, IP Telephones, mobile smart clients UC clients & SIP based video desk phones. "The architecture of the System shall be capable of seamless migration to its maximum capacity by simply adding cards in same chassis without compromising function/lectures of the system. The architecture should be non-stackable eliminating individual power supply for each chassis STI the peripherals cards should be hot- swappable i.e. it should be possible to replace a periphraisis card while system power is on. The System should provide duplication for power supply as well as for Control Cards configured in Hot Standby Mode. In the event of fire of primary power supply or common Card, the Standby set should automatically and transparently take over, without any disruption of services or disconnection of ongoing calls. It should be possible to remove the power supply or control card in Power on condition for maintenance without affecting functioning of the system. The communication system shall have multiple port interfaces such as analog extension lines, digital key phone, IP Extension, C.O. Line, GSM/3G, E & M Line, PRI/E1 and VoIP. All interfaces shall be in the form of expansion cards and can be plugged into the universal slots of the system as and when required in the future. VoIP and Voice mail server should not consume any universal slot. The system should have the capacity of 1000 Analog extensions, 3 PRI Lines and 120 digital IP extensions expandable to upto 1500 IP extension in future on the same platform without adding any cabinet and with single power supply. Telephone point from end user location to be connected to a crown box in each floor. System should have the redundant power supply within the cabinet itself. Integration with existing EPABX to be done or the cabling needs to be connected to the new EPABX for connection of extensions and call</p>	<p>L.S</p>			

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	<p>functionality. The system should come with 1 Year Comprehensive warranty which includes the Chasis and the add-ons installed in the system and all the accessories. The work consists of Supply, Installation, Testing & Commissioning of 20 pair Cable x 5 Armored Cable with necessary clamping /termination arrangements (To 1st Floor 2nd Floor) with clamping and all required accessories including Supply, Installation, Testing & Commissioning of Cat6 24 Port Loaded Patch Panel and all accessories also Supply, Installation , Testing & Commissioning of fully loaded Krone box for 100 x 2 connections and accessories. One Krone (100 no.s) for Incoming and outgoing connections and all accessories Commissioning of Analog telephone with Speaker (40 nos.) and all accessories & Supply, Installation, Testing & Commissioning of IP Phone with all accessories as per direction.</p>				
	TOTAL				
	B.O.Q FOR INTERIOR & FURNISHING WORKS				
Sl.No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	<p>Providing & Fixing of Mineral Fibre Acoustical Suspended Ceiling System with 19mm thick Microlook 90 Edge Tiles with 15mm face exposed grid.</p> <p>The tiles shall have smooth bright laminated visual with Humidity Resistance (RH) of 99%, NRC 0.7 (Average value of Absorption Co-efficient readings taken at 250 Hz, 500 Hz, 1000 Hz and 2000 Hz) as per ASTM C423 standard, CAC of 41db as per ASTM E1414, Light Reflectance ≥87% Thermal Conductivity k = 0.045 - 0.048 W/mK, Colour Global White, Fire Performance of Class 0/1 as per BS 476 Part6/7 and Class A with 19mm Square Tegular/Microlook 90° edge and 8mm drop in module size of 600 x 1200mm. The scrim on the face of the tile shall be cleanable, soil and scratch resistant and having superior scrub-ability (Gardner Test). The tiles shall be classified as ISO 14644-1 cleanroom class 5. The tile shall have a rating of 8 or above for tests conducted for Resistance to growth of Mold in accordance . It shall be suitable for Green Building application, with Recycled content of 36%. The tile shall have certifications from GRIHA and</p>	SQMT	550		

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GreenPro thereby confirming that it is an environment friendly product.

Properties of Tile,Base Material Mineral Fibre,Panel Dimensions 600 x 1200 m (Nominal) ,Panel Thickness 19 mm,Panel Weight 5 kg/m²,Recycled Content 36%,Noise Reduction Co-efficient 0.7

Ceiling Attenuation Class 41 dB,Fire Properties Class 0/1 Class A

Light Reflectance 87%,Humidity Resistance RH 99%

Thermal Conductivity 0.045 - 0.048 W/mK Cleanroom Classification Class 5 Resistance to Growth of Mold Rating 8 Maintenance Properties Cleanable Soil Resistant Scratch Resistant Superior Scrub-ability Environmental Certifications GRIHA GreenPro

Dimensional tolerances $\pm 3\text{mm}$

SUSPENSION: The tile shall be laid on with 15 mm wide T - section flanges colour global white (matching to tile color) having roll formed double stroke rotary stitching on all T sections i.e. the Main Runner, 1200 mm & 600 mm Cross Tees with a web height of 38mm (all sections). The deflection loading of the system shall be 12.5 kg/m² (as per standard installation layout mentioned below) and main beam tested (Deflection limit less than L/360) with a deflection loading of 15kg/m. The end details of the cross tee shall be made of pre hardened steel and fixed to the ends of the cross tee to provide double locking between “cross tee to cross tee” and “cross tee to main beam”. All main beam to main beam and cross tee to cross tee connection shall have a pull out strength of more than 100kg. The T Sections shall be made of hot dipped galvanized steel of 90 gsm as per IS 277 (2003) and pre-painted steel with baked polyester paint with 0T bending capability. All border cross tee/main beam shall be levelled using perimeter fill.

The Tile & Grid system used together shall carry a 30 year warranty against manufacturing defect and manufacturer shall provide a warranty certificate. The Tile & Grid shall have the manufacturers name embossed/printed on it. The supply shall be backed by a Manufacturing Test Certificate

INSTALLATION:To comprise main runner spaced at 1200mm securely fixed to the structural soffit using suspension system (specifications above) at 1200mm maximum. The First/Last suspension system at the end of each main runner shall not be greater than 450mm from the adjacent wall along with the first and the last main beam shall be at less than 600mm from the wall.

Flush fitting 1200mm long cross tees to be interlocked between main runners at 600mm to form 1200 x 600 mm module. Cut cross tees longer than 600mm require independent support. 600 x 600mm module to be formed by fitting 600mm long flush fitting cross tees centrally between the 1200 mm cross tees.

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	<p>Perimeter trim to be wall angles of size 3000x19x19mm, secured to walls using screws at 450mm centre to centre maximum.</p> <p>Installation shall be carried out as per Manufacturer recommended procedure.</p> <p>SUSPENSION SYSTEM accessories supplied by Manufacturer consisting of M6 Fasteners with hanger hole, pre-straightened hanger wire of dia – 2.5 mm of 1.80 m length having a tensile strength of 344-413 MPa and a minimum loading strength of 110 kgs. (Optionally, adjustable hook clips made of 0.7mm thick Grade 1 C55 galvanized spring steel of dimension 100 x 20mm and 4 mm aquiline wire to be used for level adjustment during installation purpose in main runners)</p>				
2	<p>Providing & Fixing double skin full ht. glazed partition</p> <p>(up to the soffit level of false ceiling) Supplying and erecting full height partly glazed partitions (upto 2900 mm high) as per drawing and conforming to the following specifications , Basic frame work : Aluminium Square Hollow Section--SHS (49.5mm x 49.5mm x 2.6mm) at minimum 450 mm c/c both ways horizontal or vertical spacings as per site conditons. Vertical members shall be suitably extended upto anchored and cross- tied at true ceiling level. Exposed frame members in the glazed portions shall have wider spacings(max. 1850mm. Clear) as per instrucitons. Exposed members shall be finished with 1 mm thick laminate sheet of same or combination shades, over 6 mm thk Plywood at locations as per instruction. Skin membrane : opaque portions at top and bottom shall have 1 mm thick laminate sheet of same or combination shades over 6 mm. thick Plywood on each face, as per drawing/ instructions. (As per IS:710) Finishing : Bothside 1mm thk. Mica laminate of same or combination shades as per instructions. Glazing : 8mm. thk clear float glass fixed with continuous steam beech wood glazing beads of approved shape (from 75 x 25 mm) all round, polished and coated with melamine lacquer finish. Quoted rates shall include all necessary materials, accessories and labour and also allow provisions for electrical/Telephone/ computer wiring conduits and switch boxes, etc. (Materials for wiring conduits and switch boxes shall be separately paid for.)</p>	SQFT	600		
3	<p>Providing & Fixing double skin full ht. solid partition</p> <p>(up to the soffit level of false ceiling) with electrical wire management system, FULL HT. PARTITION Supplying and erecting full height opaque partitions (2900 mm. high) as per drawing and conforming to the following :- Basic frame work : Aluminium Square Hollow Section--SHS (49.5mm x 49.5mm x 2.6mm) at minimum 450 mm c/c both ways Skin membrane :6 mm. thk. Plywood on both side, as per drawing/ instructions. (As per IS:303) Finishing : Quoted rates shall include all necessary materials, accessories and labour and also allow provisions for electrical/telephone / computer wiring conduits and switch boxes, etc.(Materials for wiring conduits and switch boxes shall be separately paid for.) 1mm thk. laminate sheet of same or combination shades as per instructions. Horizontal or vertical spacings as per site conditons. Vertical members shall be suitably extended upto anchored and cross- tied at true ceiling level. specifications.</p>	SQFT	1600		
4	<p>Providing and fixing Storage Unit made out of 19 mm block</p>				

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	Board BWP (IS: 710) for top, sides & 6 mm. for back finished with 1.0mm laminate. The openable shutters to be made out of 19 mm block board finished outside with 1.0 mm laminate (IS : 710). The cabinet will have shelves of clear ht. approx. 14". The shelves to be made of 19 mm. thk. BWP Block board. The necessary godrej multipurpose locks, 4" SS matt finished handles, auto closing hinges are to be Provided. 4" laminated skirting to be provided. Inside of the unit to be synthetic enamel painted / polished in matching tone. All the exposed edges of the boards/ plywood's to be covered with white beach/ white ceader wooden lipping's/ moldings (6 x 20 mm.) duly natural polished all complete.				
	For full ht storage, shutters to be divided into two parts vertically including inside painting. The work to be completed as per approval and specification of the architect.				
	Low Height Storage (up to 900 mm. high)	SQFT	160		
	Full Height Storage (up to 2400 mm. high)	SQFT	400		
5	Providing and fixing vertical blinds of 100 mm wide of approved shade and pattern having handrail made of high strength aluminum alloyed wall thickness of 1.2 mm thk handrail to have 25mm decorative insert. Control unit shall be of derlin. The runners are also to be a derlin with antiflixtion adhesive. Spacers should be made of stainless steel. Fabric should be polyester viscoted/polyester yarn having protective coating with chemicals for stain resistance & soilrepalancy. The rate Shall include necessary scotch guard treatment on both sides. The overlapping should be uniform and adequate. Necessary operative arrangements frame to be provided. The work to be completed asper specification and approval of the Architect.	SQFT	213.612		
6	Supplying, fitting and fixing of 100 mm. wide decorative POP corner molding beading at the junction of ceiling and wall, To be completed as per direction of Architect considering 100mm on all the sides of the false ceiling area. Including fixing on all the sides.	RMT	147.6		
7	Cash Work Station In complete:- Supplying fitting & fixing in position 19mm thk. Block board structure,. Cash Work Station of size W-1500 x D-800 x H-750 mm inclusive of a 1050 mm height front partition, 400 mm wide customer writing top, table top, finished with 1mm mica laminate. Inside of table top finished with polishing. The design in the front apron as per bank's design guidelines. The workstations shall be supported from the partition system at both sides. The workstation to be comprised with a Drawer unit of approx. overall size of 400 x 600 x 725 mm. (h) made with 12 mm. thk. Block board with telescopic drawer slides. The drawer unit shall comprise of 3 drawers with inner faces polished with approved shade. The drawer unit shall be finished with1 mm. laminate. The quoted price should include cost of teak wood molding to edges, wood lipping, multi locks of Godrej make & other necessary hardware accessories including SS handles, pvc wire manager, keyboard tray, mobile CPU trolley etc. of approved quality all complete as per design & direction.	RMT	11		

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8	Providing & fixing 1650 mm. high Cash Work Station Partition (sides & back of cash cabin) solid up to 1050 mm. (with electrical wire management system) & glazed upto 1650 mm. lev. With 6 mm. thk. Non toughened clear float glass as per design. Glass panel to be fixed with 35 x 10 mm. teak wood beading and duly polished matching with laminate color above solid part. Partition to be made of 50 x 50 mm. seasoned hard wood framing spaced not more than 600 mm. c/c both ways, double skin partition fixed to timber frame made of 6 mm. thk. approved ply as per IS:710, finished both side with approved laminate with 1.5 mm. groove design complete with polishing, 4" high laminated skirting etc.& at back 35 mm. thk. Solid core flush door shutter 1650 mm. high (1 no. for each cabin) with laminate finish to be incorporated with necessary hinge, mortice lock, handle, all complete as per design, direction and approval of the Architect.	SQFT	31		
9	Providing and fixing 12 mm thk x 525 mm. high clear Non toughened glass finished with machine polished of all free edges above working top providing 75 mm. gap for operation, the glass to be fixed to side partition using 40 x 12 mm. continuous polished wooden bead at both side of the glass up to top level of the cash partition, all complete as per design and drawing by our Architects.	SQFT	271.25		
10	Providing & erecting in position free standing table made of 19 mm. thk. BWP grade block board for sides, top & panel, finished with 1 mm. thk. Laminate of approved shade & make in outer faces. Inside of the table to be finished with synthetic enamel paint / polish as per matching tone. Drawer cum cabinet unit of approx. overall size of 400 x 600 x 725 mm. (h) of 19 mm. thk. block board. The drawer unit shall comprise of 1 tea tray, 1 drawer, 1 cabinet with inner faces polished with approved shade with telescopic drawer slides. The drawer unit shall be finished with 1 mm. laminate including inner faces of cabinet shutter. The quoted price should include cost of teak wood molding to edges, wood lipping, multi locks of Godrej make & other necessary hardware accessories including SS handles, pvc wire manager, mobile CPU trolley&& inside painting etc. of approved quality. All tables should have a side credenza which shall be 900 mm. long., 400 mm. wide & 750 mm. high with intermediate 1 no. shelf of 19 mm. BB. The side credenza has sliding shutters of 12 mm. thk. ply with 1 mm. thk. Laminate finish on visible side. Inside of the unit to be synthetic enamel painted / polished in matching tone. All the ply edges should be lipped & finished with prescribed shade of polish. The rate also include the cost of hardware's like hinges, tower bolts, handles, magnets, wire manager etc.	NO.	12		
	Cabin				
	RM1				
	1650x1650x750				

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11	<p>Primary Work Surface-Made of 25mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Softclosing access flap with in-build power box are provided on work surface for wire management. Secondary Work Surface-Made of 25mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping.Modesty Panel-Made of 25mm thick MDF-one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top.Under- structure-Made of 25mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping.Integrated Pedestal-Made of 25mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Drawer fronts made of 25mm thick MDF-one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top Pedstal construction is BOX-BOX-FILE type which Uses powder coated 400 MM long metal Panel Drawer Slides. Drawer extension is 325 MM.Drawers have a soft closing & anti slam mechanisim.Handles are provided for ease of opening. Pedestal is provided with lock for security. GRIHA &Greenguard certified product.</p>	UNIT	2		
12	<p>Work Station at Ground Floor.</p>	UNIT	4		
	<p>WS1350W1x1350W2x600D1x450D2</p> <p>25mm thick prelaminated E1 level particle board Legs are fabricated by Argo Shield welding MS ERW Tube 50 mm x 25 mm x 1.2 mm thick and 40 mm x 20 x 1.2 mm thick with the base of the MS tube is fitted with a glide plate 5mm thick HR, over which a straight M8 leveller is fitted with bottom translucent cap, which allows for adjustment of the height by 50mm. Additionally support brackets of 3 mm thick HR welded on top side of Leg for fixing top. Fabric screens are of 19 mm overall thick. Wire Tray with integrated power box made with a combination of 0.6 mm thick CRCA outer body and 0.8 mm thick CRCA switch plate (8+3 Anchor Roma) module cut out as standard. These are mounted either on leg lateral members or cross member with bracket made from 3 mm thick HR. Integrated power box wire tray available for shared, end and aisle end conditions. NOVAMETAL PEDESTAL 3DR-2B+1F, SIZE OF 390W X 646H X 435 D is MS powder coated, METAL KBPT, CPU TROLLY BIFMA certified, AIQ certified, Greenguard&Griha certified product.</p>				
13	<p>MINGLE UNITIZED PLT_3000X1150 ST</p>	UNIT	1		
	<p>3000 X 1150 X 740</p> <p>Work top-Made of 25mm Thick Pre-laminated twin board of E1- P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Access panels provided with soft closing hinges. Understructure-The Under-structure consists of mixture of 25mm and 18mm Pre-laminated twin board of E1-P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Anodised aluminium alloy 63400 - WP profile is added at bottom edges for improving the aesthetics. The product has a knock-down construction. Wire Management-Bottom cabinet with door is provided for flow of wires and cables. Cutout provision below Access flap at four locations for standard 8 module Anchor Roma is provided. Beside each cutout, an additional cutout</p>				

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	with plate is provided for mounting Audio Visual Cables (eg. HDMI,VGA-A,etc). Greenguard certified product.				
14	CENTRE TABLE pshould be a center table glass : it should be 12 ±0.3 mm thick black tinted toughened glass uv glued with bushes made in ss 202 grade for fixing with understructure. pshould be a center table understructure : it should be a welded assembly made in ss202 grade having dia. 12±0.04 as per should be :1762.	UNIT	6		
15	Providing and fixing soft board/ notice board fabricated out of 12mm BWP ply (I.S. : 710) covered with 12mm soft board padding and upholsply propylene fabric @80/ mtr. Edges of the soft board should have white beach / white ceadermoulding with natural polished. NB : where pin up board is in a panelled area, the top of the pin up board should be flushed with the panel, kepping the same level. The work should be completed as per design specification & approval of the architect.	SQFT	290.63		
16	Providing & fixing writing ledge as per design made out of 19mm BWP block board with necessary groove patterns 1.0mm laminate. A divider made of 19mm block board to be provided. White beach / white ceader lipping with natural polish to be used in all exposed areas, inside of writing ledge to be enamel painted. The work to be completed as per design and approval of the architect.	UNIT	3		
17	Etching Film Over Glass Providing and fixing etching film as directed by Bank/ Architect for glazed partition, glass divider, entrance gate, etc, to proper level, without air bubbles / cuts / folds etc. complete.	SQFT	271.25		
18	Providing & Fixing fully glazed 12 mm. clear Toughened Glass Door (in one shutter) with floor mounted pivoted door spring hinges to shutters fitted with patch fittings & floors with plate & screws including cutting holes & mending good with cement mortar, with sticker design bank's name, logo, bands etc. (polished edge as directed) fitted with 30 mm. dia. 100 mm. X 500 mm. long stainless pair of 'C' handles (both inside & outside) with all accessories, floor spring complete as per design & direction.	SQFT	180		
19	FIRST AID BOX Providing & fixing in position first aid box made out of 19mm thk. BWP block board finished with 1.0mm thk. Laminate. Inside to be enamel painted all exposed edges to be covered with white beach/white cedar lipping with natural polish. Necessary hardware like multipurpose lock, brass hinges arid handle to be provvided. The work to be completed as per the direction approval of the architect.	UNIT	1		
20	Waiting lounge 3 SEATER	UNIT	5		

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	<p>seat foam: the seat should be made of pu foam with density 32 ± 2 kg/cu.mtr having an additional top layer of j pu foam with density 28 ± 2 kg/cu. seat should be upholstered with fabric or leatherette. 2) back foam: the back should be made of pu foam with density 28 ± 2 kg/cu. mtr with two additional top layer of supersoft foam of density 23 ± 2 kg/cu. mtr, upholstered with fabric or leatherette understructure : understructure should be made up of 1.2 ± 0.1 cm. thick hot pressed plywood ocp-qlta-pl14-18 4. dia 4mm zigzag spring assembly should be mounted in understructure for support and additional cushioning purpose leg assembly: it should be a welded assembly made in stainless steel (grade ss 202) tube & plate.Width (W): 205.5 CM. Depth (D): 92.0 CM. Height (H): 82.0 CM. Seat Height (SH): 45.0 CM.</p>				
21	<p>Providing and supplying medium and high back chair with arm ergonomic design, comfortable & aesthetically appealing. The seat and back shall be maded of 15 mm thick hot pressed commercial plywood padded with high resilience moulded polyurethane foam 50mm thick having density 40kg/m² in seat and 40mm thick having density 32kg/m² in back. The same shall be upholstered with fabric tapestry 1 mm thick and 300 GSM. The backrest shall be made by keeping the natural curvature of the spine which helps to provide back support . The seat and back shall be arrested together with 50-60u thick powder coated HR steel spine and the amrest shall be used black integral polyhpropylene arm completely joint with seat. For seating durability the chair shall have synchro tilt 360 degree revolving mechanism with upright position locking and tilt tension adjustment. The pneumatic seat height adjustment for lhealthy seating, user can adjust seat height up to 120mm with BIFMA standard class – 3 gas – lift to suit them using the lever under the seat. The gas-lift mechanism should be tested as per ANSI/BIFMA X5-1-2011 STARDARDS. /The pedestal should have five legged injection moulded in black 30% glass filled nylon, confirming to ANSI/BIFMA standard x5-1-2011 tested to perform 98,000 cycle with 250lbs load. The seat size shall be 465 ± 10 mm(W) x 460 ± 10mm (D) and back size shall be 480 ± 10mm (W) x 520 ± 10mm (H) from seat & overall height=960 ± 10mm .</p>	UNIT	25		
22	<p>Providing and supplying medium and high back chair without arm ergonomic design, comfortable & aesthetically appealing. The seat and back shall be maded of 15 mm thick hot pressed commercial plywood padded with high resilience moulded polyurethane foam 50mm thick having density 40kg/m² in seat and 40mm thick having density 32kg/m² in back. The same shall be upholstered with fabric tapestry 1 mm thick and 300 GSM. The backrest shall be made by keeping the natural curvature of the spine which helps to provide back support . The seat and back shall be arrested together with 50-60u thick powder coated HR steel spine and the amrest shall be used black integral polyhpropylene arm completely joint with seat. For seating durability the chair shall have synchro tilt 360 degree revolving mechanism with upright position locking and tilt tension adjustment. The pneumatic seat height adjustment for lhealthy seating, user can adjust seat height up to 120mm with BIFMA standard class – 3 gas – lift to suit them using the lever under the fseat. The gas-lift mechanism should be tested as per ANSI/BIFMA X5-1-2011 STARDARDS. /The pedestal should have five legged injection moulded in black 30% glass filled nylon, confirming to ANSI/BIFMA standard</p>	UNIT	40		

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	x5-1-2011 tested to perform 98,000 cycle with 250lbs load. The seat size shall be 465±10 mm(W) x 460±10mm (D) and back size shall be 480 ±10mm (W) x 520±10mm (H) from seat & overall height=960±10mm.				
23	WALL PANELLING				
	Supply & Fixing wall paneling as per design, consisting of 6 mm thk.solid Ply (As per IS:303) fixed on wall frame consist of Hollow Aluminium Rectangular Hollow section(50mmx25mmx2.6mm) at minimum 450 mm c/c both ways horizontal or vertical spacings as per site conditions. Vertical members shall be suitably extended upto anchored and cross- tied at ceiling level, finished with 1mm thk. laminate combination with Wall paper all complete as per design and specification by our Architects	Sq.m	10		
24	CUSTOMER LOUNGE FACE LIFTING WITH LAMINATION	No	2		
	Customer Lounge Area Partition Wall encasing, 4mm thk. FLEXI Ply(upto 2900mm height)with 1mm thk. laminate/Wall Paper as per drawing and conforming to the following specifications Quoted rate shall include all necessary materials,accessories and labour and also allow provision for electrical wiring conduits etc all complete.				
25	3 Seater premium Lounge Chair with arm rest The work should be completed as per design specification & approval of the architect.	UNIT	2		
26	FOOT REST :- Providing 12mm thk solid ply fixing with ply frame (100mm x 50mm) finish with 1mm laminate in all exposed surface and inside will be synthetic enamel paint etc. The work should be completed as per design specification & approval of the architect.	No	28		
	ACP EXTERIOR CLADDING :-	SQMT	5		
	Providing and fixing exterior quality Aluminium Composite Panel (ACP) wall cladding on existing Al. /MS frame work The work should be completed as per design specification & approval of the architect.				
	with GI brackets, ACP fixed on the existing frame work by folding the edges of ACP panel (Engraving the rear surface of				
	ACP sheet) with CP angles, cleats and stainless Steel screws forming groves at the periphery of ACP panel. Such				
	grooves filled with foam and silicon sealant etc. complete with all materials (but including the cost of silicon sealant),				
27	labour, scaffolding and all other incidental charges				
	complete in all respect as per specification and direction of Engineer-in-charge.				
	payment is				
	on finished surface area of ACP)				
	(b) 4mm thick (0.50mm Al.+3.0mm LDPE				
	The work should be completed as per design specification & approval of the architect.The work should be completed as per design specification & approval of the architect.The work should be completed as per design specification & approval of the architect.				
	PLANTER BED WITH ARTIFICIAL PLANTS				
	Makeing & placing in position Square Planter Box of 19 mm thick BWP Marine(IS:710)ply of size 300mm	No	3		
28	x 300mm including 150mm thk.high recessed skirting with a projected band of 250mm height above it, all finished				
	externally with 4mm thk. (2 colours) as directed & inside with aluminium sheet lining. The top edge of the				

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	board of the planter bed to have Rubber wood lipping which will conceal the edge of the aluminium sheet, complete as per design.				
	The work should executed as per Architects's recommendations & as directed by EIC. Cost includes all type of material, labour, necessary, staging, tools tackles, etc all Complete. The work should be completed as per design specification & approval of the architect.				
29	WASTE BIN :- Supply perforated stainless Steel waste bin.The work should be completed as per design specification & approval of the architect.	No	30		
30	Supply perforated stainless Steel waste bin.	No			
	CPU TROLLEY				
	Readymade CPU trolley with swivel facility The work should be completed as per design specification & approval of the architect.		10		
	similar make.				
31	Supply and Fixing of name plates as per requirement of NAME PLATES with galvanized metal finished as per direction	No	10		
	TOTAL				
	B.O.Q FOR FIRE FIGHTING WORKS				
Sl. No.	Item Description & Model	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	A - ANALOG ADDRESSABLE FIRE ALARM SYSTEM				
1	Manual Call Point & Manual Call Point Manual Call point(retrofit) front facing addressing, front reset key/with isolator [Model M- MCP-ID]	No.	5		
2	Above False Ceiling Photo Electric Sensor & Multicriteria detector [Model D-MC]	Nos.	25		
3	Below False Ceiling Photo Electric Sensor & Photo electric smoke Detector [Model D-PE]	Nos.	51		
4	Laser Sensor & Base & Multicriteria detector [Model D-MC]	No.	1		
5	Thermal Detector & Heat detector 55 deg [D-H-55]	Nos.	29		
6	Fire Alarm Panel & Godrej Fi-Warn Addressable Single Loop alarm panel [GFW201]	No.	1		
7	Internal Hooter & Intelligent Open area sounder cum visual, with IP65, isolator, 92/100dB, loop powered [Model - A-SV-OD]	No.	2		
8	External Sounder & Intelligent Open area sounder, with IP65, Self-test fault monitoring Two volume settings 92dB(A) and 100dB(A) 85319000 28% 8,870.00 isolator, 92/100dB, loop powered	No.	2		
9	Burglar Alarm Panel & 3 Zone Eagle Burglar Alarm Panel	No.	2		
10	Panic Switch Hand Operated & Panic Switch Hand Operated	Nos.	8		
11	Internal Hooter & Internal Hooter	No.	2		
12	External Sounder & External Sounder	No.	2		
	B - SUPPLY & LAYING OF CABLE :				
1	Cables for Fire Panel and Sensors & 2 Core 1.5 Sq MM Cable + 25 MM Conduit	Mtr.	320		
	TOTAL				
	GRAND TOTAL				

ATTACHMENT -V

Integrity Pact

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

-----, hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for —
-----.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as

mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure - A**

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

Section 4: Compensation for Damages

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as

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this one with all bidders, contractors and subcontractors.

- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.

- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Note : (The periods may be extended to suit the individual unit's requirements)

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :
(Name & Address)

Witness 2 :

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(Name & Address)

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

Annexure B



Balmer Lawrie Policy on Black Listing

1. Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxity in services. In view of the complexity of the issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

2. A. Definitions

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

Contd.../2..

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"Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.

A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.

A.8 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.

A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common.
- (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
- (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.

A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

3. B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice

B.1 The Competent Authority for Banning of any agency is the Director (In-Charge) of the SBU/Function.

4. B . 2 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its bid shall be rejected

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and it's representative (s).

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost also will be recovered from the errant supplier / vendor.

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(ii) **After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :**

If an agency / vendor / service provider is found to have indulged in corrupt / fraudulent / collusive / coercive practices, or supply of poor quality of goods / products / services, after execution of contract and during DLP/ Warranty / Guarantee Period, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

(iii) **After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period**

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

B.2.3 Exceptional Cases:

B.2.3.1 However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.

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- B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

- B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG). of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

5. C Effect of banning on other ongoing contracts/tenders

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s) 1 contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

6. D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising Indenting department head, Purchase / SCM head & SBU / Function Head.

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

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D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going / future tenders will be as under:

D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/order(s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and(ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

7. E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice

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(i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive

evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.

- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document(applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.

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In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/ Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent

Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

- (viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re- tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
- (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/contract (3), will be taken by concerned SCM/ Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases i.e. The vendor / contractor is not entitled for any compensation on account of costs already incurred etc., by him.

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- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.

(xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.

In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.

(xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.

(xv) The banning shall be with prospective effect i.e future business dealings

8. **F. Appeal against the Decision of the Competent Authority**

F..L the agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

F3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of' the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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- H. The above procedures supersede all earlier circular/clarification on the subject.
- I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.
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ANNEXURE A

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.

Which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership

firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Balmer Lawrie and Company Limited. Or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated

Below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s., submitting the accompanying Bid/Tender nor any partner involved in the

Management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or

Concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. Or it's Administrative

Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. Of India except as indicated below:

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by Balmer Lawrie and Company Limited

Or its Administrative Ministry (presently the Ministry of Petroleum and Natural Gas), or Govt. of India except as indicated below:

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its

Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract

Is liable to be terminated.

Place: Signature of Bidder: _____

Date:

Name of Signatory: _____

ANNEXURE B

**Bid Security Declaration in Lieu of EMD
(On Bidder's Letter Head)**

Tender No.: BL/CFS_Kol/OfficeSpace/21-22/21

Name of Work: Renovation of Office Space at Balmer Lawrie & Co. Ltd. CFS Kolkata

I/ We, the authorized signatory of M/s participating in the subject **Tender**

no.: BL/CFS_Kol/OfficeSpace/21-22/21 for the job of **Office Space Renovation** do hereby declare:

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject

Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ we fail to execute

Formal contract agreement within the given timeline OR I/ we fail to submit a performance security within

The given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal

Action of forfeiture of EMD and I / we will be suspended from being eligible for bidding / award of all

Future contract (s) of Balmer Lawrie and Company Limited for a period of one year from the date of committing

Such breach.

Place: Signature and seal of authorized signatory of Bidder:

Date: Name of authorized signatory: