

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

TENDER

FOR

**"Construction of Boundary Wall And Other Allied Works" Of
Approximately 160 RM around Our Guest House 'Bishram
Kuthir'**

AT

Chakratirtha Road Puri, Odisha - 752002

TENDER REFERENCE – ADMIN/Accom/Puri Building

TENDER NO: - BL/HR/ADM/PURIBW/PT/201920/0001 DATED 17.09.2019

DUE ON 26.09.2019

TENDERER'S CHECKLIST POINTS

Tenderer shall require filling in the table below appropriately:

SI No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Tender Fees	
2	Earnest Money Deposit	
3	Audited Annual Reports (for past three years)	
4	Completion Certificates for similar job	
5	Power of Attorney of the Signatory	
6	Confirmation on Time of Completion	
8	PAN	
9	Provident Fund Registration	
10	GSTIN Registration	
11	Attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate (In case of "Micro & Small" industries)	
12	Compliance of Company's HSE policy	

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

Vendor /Contractor Information

Sl no.	Description	Details to be filled up by Vendor/Contractor
1	Name1 (max. 35 char.)	
2	Name2 (max. 40 char.)	
3	Street/House No. (max. 50 char.)	
4	Street1 (max. 40 char.)	
5	Street2 (max. 40 char.)	
6	PIN Code (Postal Index No. e.g. "700001") (max. 6 char.)	
7	City/Place (e.g. "Kolkata" or "Dehradun") (max. 40 char.) or as the name of the city	
8	Country ("India" or "England" or as the name of country be)	
9	State (Name the state from where the office of Vendor/Contractor operates)	
10	First Tel. No.(with STD Code) : (e.g. 033-22225280 or 022-66552814)(max. 30 char.)	
11	First Fax No. (with STD Code)	
12	Contact Person	
13	First Mobile No.	
14	E-mail Address) (max. 40 char.)	
15	PAN No. :	
16	GSTIN Registration No. :	
17	GSP Name (GST Suvidha Provider)	
18	Bank Name (max. 60 char.)	
19	Street (max. 35 char.)	
20	City (max. 35 char.)	
21	Branch (max. 40 char.)	
22	IFSC Code	
23	MICR Code	
24	Account No.	
25	Type of Account (Current, Savings, etc.)	

LIST OF CONTENT:

UN-PRICED PART (PART I)

1. NOTICE INVITING TENDER
2. CONDITION OF CONTRACT
3. TECHNICAL SPECIFICATION

PRICED PART (PART II)

1. SCHEDULE OF WORK

NOTICE INVITING TENDER

- 1.0 Balmer Lawrie & Co Ltd invite ONLINE BIDS from experienced, competent and resourceful contractor with sound technical and financial capabilities for **“Construction of Boundary Wall And Other Allied Works”** Of Approximately 160 RM around Our Guest House ‘Bishram Kuthir’ at Chakratirtha Road Puri, Odisha - 752002

2.0 **SCOPE OF WORK**

The tender under reference covers construction of foundation, pedestal, plinth beam, retaining wall, column, masonry work with fly ash bricks, plastering, finishing with acrylic exterior emulsion painting etc. The approximate length of peripheral wall is 160 Meter. The wall structure is RCC framed and with in-filled masonry work. Detail scope of work is explained in special condition of contract and as mentioned in the technical specification, general condition of contract, schedule of work and drawings.

3.0 **COMPLETION PERIOD**

Time is the essence of the contract. The time schedule for total work according to the contract shall be **Forty Five (45)** Calendar days from the date of placement of order or handing over of site whichever is later.

4.0 **TENDER FEE**

Tender fee of ₹ 1000 (non-refundable) by demand draft on any Schedule Bank payable at Kolkata in favour of **M/s Balmer Lawrie & Co. Ltd** should be submitted by the tenderer along with the unpriced part of the offer.

5.0 **EARNEST MONEY DEPOSIT**

Unpriced Part should be accompanied by a Bank Draft or Bank Guarantee or through on-line Bank Transfer in NEFT/RTGS/IMPS mode of ₹ 10000.00 (Rupees ten thousand only) towards earnest money deposit executed by any scheduled bank drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Kolkata as per format enclosed. EMD submitted by way of Bank Guarantee should be valid for a minimum period of 120 days after the due date of tender submission.

Earnest Money deposit (EMD) and Tender Fee are exempted for vendors registered under **NSIC or coming under the definition of Micro and Small Industries** and holding valid registration certificates covering the tendered items/services. However, attested/Notarized copy of valid NSIC certificate or “Micro and Small” industry certificate must be submitted in this regard.

6.0 **PRE-QUALIFICATION CRITERIA**

The prospective tenderers shall fulfil the following pre-qualification criteria-

- 6.1 Average annual turnover of the tenderer shall be minimum of **INR (₹) 6 lacs** during last three financial years ending 31st March, 2019.
- 6.2 The tenderer should be a civil contractor with experience in building renovation/ restoration work of the following minimum values during past seven (7) years ending last day of month previous to the one in which applications are invited should be either of the following:-
- a. 3 jobs each of value not less than-₹ 8 lacs or
 - b. 2 jobs each of value not less than ₹ 10 lacs or
 - c. 1 job of value not less than ₹ 16 lacs

Copy of work orders and job completion document from the owner or from their consultant should be enclosed as supportive documents. In the event the consultant issued completion certificate on owners' behalf for a particular job, copy of order issued by the owner to the consultant shall also require to be furnished. If completion document is not available, tenderer may submit certified copy of final bill.

6.3 Tenderer should have valid PAN, GST registration, PF & ESI registration.

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, Condition of Contract and Technical Specification. The Priced Part consists of Priced Schedule. Tenderers 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 Jr. Officer (Civil) - Admin (Contact No. 033 2222 5406, e- mail: chatterjee.r@balmerlawrie.com). Offline bid submission in the tender document shall not be considered.

8.0 **TENDER SUBMISSION**

The intending bidders shall be deemed to have visited the site and familiarise themselves thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions and non-visit to site will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule. The tenderer is required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit their bids online.

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

Tirtha Das (Kolkata)	tirtha.das@c1india.com	91632 54290
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	8981165071
CH.Mani Sankar (Chennai)	Chikkavarapu.manisankar@c1india.com	8939284159
Ms Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608

The tenderer shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the tenderer will not be accepted on the e-procurement platform.

All the tenderers who do not have digital certificates need to obtain Digital Certificate (**with both Signing and Encryption Components**). They may contact help desk of M/s C1 India.

The tenderer shall furnish the original Demand Draft for Tender fee and Demand Draft /BG or Receipt of On-line payment for EMD to the tender inviting authority i.e. Balmer Lawrie & Co Ltd, 21 Netaji Subhas Road, Kolkata 700001, India, so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of tenderer. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer may be liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. The tenderer is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy.

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

The bidder 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) 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. 2.0 of Condition of Contract under sealed envelope should reach the office of **The Head [Administration & CSR] at Balmer Lawrie & Co. Ltd, 21, N S Road, Administration Department, Ground Floor, Kolkata – 700001**, on or before the due date of submission of tender. The Tenderers who are submitting the Bids in person are requested to drop the same in our tender box located at the ground floor, near the **Despatch Counter** at the above address.

Tenderers are required to quote item-wise prices in the EXCEL file online and to upload the same. No physical submission of price bids shall be made.

9.0 SUPPLY OF MATERIAL

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

10.0 WORKS CONTRACT

Work shall require to be carried out under works contract. Quoted rates shall be inclusive of all taxes, duties & GST as applicable, as per format given in the schedule of work.

11.0 PAN, GST registration, PF registration & ESI registration

Tenderers are required to submit PAN, GST registration, ESI registration and Provident Fund registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected. If the tenderer does not have ESI registration, owner will deduct @6.5% of the labour component from the tenderer's bill and shall deposit to the ESI Corporation.

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 Unpriced bid.

14.0 RATES AND OTHER ENTRIES

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

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) bidder, 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.
- 15.6 Clarifications/exception/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.
- 15.7 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.

For any Technical clarifications/queries Tenderers are requested to **Jr. Officer (Civil) - Admin** (Contact No. 033 2222 5406, e- mail: chatterjee.r@balmerlawrie.com)

For **Balmer Lawrie & Co Ltd**

Dilip Kumar Das
Head (Administration & CSR)

CONDITIONS OF CONTRACT

1.0 DEFINITIONS

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

- 1.1 The "Owner/Client" shall mean M/s **Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.
- 1.2 The "Project" shall mean **"Construction of Boundary Wall And Other Allied Works" Of Approximately 160 RM around Our Guest House 'Bishram Kuthir' at Chakratirtha Road Puri, Odisha - 752002**
- 1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer/Officer authorized by the 'Owner' for the purpose of the contract for overall inspection, Co-ordination and certification of billing.

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

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

- (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.** Tenderers are required to quote item-wise prices in the EXCEL file online and to upload the same.
- (ii) Tender Fee & Earnest money amounting to and in the manner specified along with the Un-priced bid.
- (iii) The Power of Attorney or authorisation, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the power of attorney is a special "Power of Attorney" relating to the specific tender of Balmer Lawrie & Co Ltd only. A notarized true copy of the "Power of Attorney" shall also be accepted in lieu of the original, if the power of attorney is a general "Power of Attorney". However, photocopy of such notarized true copy shall not be accepted.
- (iv) Similar work in past Seven years by the tenderer with copy of work orders and completion document from the client/ consultant appointed by the client.
- (v) Audited annual report for last three financial years.
- (vi) PAN/GST/PF/Trade license/ESI registration
- (vii) Any other documents required in terms of this tender

3.0 RATES AND OTHER ENTRIES

- (a) The tenderer should quote for all items in the Schedule of Rates. The rate should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (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 authorised representative thereby indicating that each and every page has been read and the points noted.

4.0 RIGHT TO ACCEPT OR REJECT TENDER

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

5.0 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Contractor shall within fifteen (15) days, deposit with Owner an Initial Security Deposit of 2% of the Contract value and the same shall be in any of the following form:
 - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
 - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least sixty days after the completion of work.
- (ii) If the Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner may be entitled to award the Work elsewhere at Contractor's risk and cost. The EMD of the bidder to whom Contract was awarded, shall be forfeited
- (iii) No interest shall be payable against Security Deposit.
- (iv) As and by way of additional security, from every progress bill of Contractor, Security Deposit in the form of Retention Money (interest free) at the rate of 10% (inclusive of initial security deposit of 2%) of the Gross Basic value of such bill as determined before payment shall be retained by the Owner. Owner can permit Contractor to replace the Security Deposit / Retention Money so retained by Bank Guarantee at his discretion after successful completion of the work.
- (v) Wherever the Security Deposit / Retention Money is furnished by Contractor in any form other than in cash or Demand Draft, Contractor shall be entirely responsible to keep such form of security deposit enforceable by extending the validity thereof before one month of date of expiry and keep them enforceable, until released by Owner after the Defect Liability Period.

- (vi) The Security Deposit / Retention Money shall remain at the entire disposal of Owner as a security for satisfactory execution and completion of the Work(s). Owner shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vii) Notwithstanding anything to contrary, in as much as the Security Deposit is to be in cash with Owner, Owner shall be entitled to enforce any of the approved forms of Security Deposit furnished by Contractor at any time and realise cash thereof irrespective of whether or not Contractor disputes such right. However, if Contractor obtains the extension of the time limit, if any, for the enforceability of such form of Security Deposit and intimates Owner of such extension within one month before expiry, Owner may not enforce such form of Security Deposit, unless it has otherwise become enforceable.
- (viii) On due and satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects, carrying out the obligations of Contractor during Defect Liability Period, Retention Money shall be released by Owner subject to recoveries, deductions and retentions therefrom as provided under the Contract.

6.0 CONSTRUCTION WATER & POWER

- 6.1 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.
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.
- 6.2 The contractor has to make his own arrangement for construction power.
All temporary arrangements for distribution of construction power shall be removed forthwith after completion of the work or if there is any hindrance caused to the other works, the 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.

7.0 SITE PARTICULARS

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

8.0 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.

9.0 SUPPLY OF MATERIAL

- 9.01 All materials required for the work shall be supplied by the contractor. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Contractor. All incidental expenses, loading, unloading, transportation, handling, storage

after delivery etc. shall be the responsibility of the contractor and cost towards such expenses should be included in the finished item rates.

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

10.0 ON ACCOUNT PAYMENTS

- 10.01 On Account payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor monthly or otherwise as the Engineer-in-Charge may specify in this regard, accompanied with the Measurement sheets signed and dated jointly.
- 10.02 No Running Bill(s) shall be made and / or certified for a total value of less than ₹ 3,00,000.00 (Rupees Three Lakhs) only.
- 10.03 All on account payments shall be subjected to deduction therefrom of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.
- 10.04 All lawful payments as provided under 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 proof is furnished by the Contractor / Sub-Contractor to the contrary.
- 10.05 All "On Account" Payments shall be regarded merely as an advance payment against the amounts due to the Contractor in terms of the contract and any such payments shall not be regarded as an acceptance or completion of any works paid for.
- 10.06 The payment against monthly running accounts bills shall be made as follows: -
- a) 100% of the net amount, after deduction of all dues to the Owner, advance, retention and all other money deductible shall be payable within Thirty (30) days after submission and obtaining initial approval for payment from Engineer-in-Charge.

11.0 TIME FOR COMPLETION OF WORK

Time is the essence of the contract. The tenderer shall submit their plan to complete the whole work according to the overall time allowed for the execution of work as given in the Tender Documents and NIT.

- 11.0.1 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.
- 11.0.2 If the Owner so requires, the Progress Schedule in the form of CPM, 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.

- 11.0.3 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 11.0.2 shall apply relative thereto.
- 11.0.4 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 11.0.2 above or the “Progress Schedule” prepared and issued by the Engineer-in-Charge as specified in clause 11.0.3 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.
- 11.0.5 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.
- 11.0.5.1 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 11.0.5 with a copy each of the notice sent to the Engineer-in-Charge and Site Engineer.
 - b) The activity for the Progress Schedule affected.
 - c) The bottleneck(s) or obstruction(s) perceived/ experienced, and the reason(s) therefor,
 - d) Extension required/ necessitated on account of c) above
 - e) Extension required/ necessitated on account of reasons attributable to the Owner,
 - f) Extension required/ necessitated on account of force majeure reasons, and
 - g) The total extension of time (if any) required/ necessitated for completion, taking the above into account and after eliminating all overlaps.
- 11.0.5.2 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 11.0.6 hereof, be final and binding upon the Contractor.
- 11.0.6 Notwithstanding the provisions of clause 11.0.5 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 11.0.5 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.

- 11.0.7 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force majeure circumstances as defined in 11.0.8 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.
- 11.0.8 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.
- 11.0.9 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 11.0.5 or clause 11.0.6 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.
- 11.0.10 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 11.0.5 or 11.0.6, as the case may be, not be construed as extension(s) of time extension under clause 11.0.5 or 11.0.6 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.
- 11.0.11 No assurance, representation, promise or other statement by any personnel, engineer or representative of the Owner in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the contract shall be binding upon the Owner or shall constitute an extension of time for commencement or completion of the entire works or any part or operation thereof within the provisions of clause 11.0.5 or 11.0.6 hereof, unless the same has been communicated to the Contractor in writing by the Engineer-in-Charge under clause 11.0.5 or by the General Manager under clause 10.0.6 and in writing specifically states that it embodies an extension of time within the provisions of clause 11.0.5 or clause 11.0.5 as the case may be, and without prejudice to the foregoing, the mere agreement or prescription or signing of a Progress Schedule by the site engineer or any site representative of the Owner at variance of the progress schedule, as the case may be, referred to in clauses 11.0.2, 11.0.3 and/or 11.0.4 hereof or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the Owner or relieve the Contractor of all or any of his liabilities

under the Contract, nor shall constitute a promise on behalf of the owner or a waiver by the Owner of any of its rights in terms of the contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the Contractor for better organising his work on a recognition that the Contractor has failed to organise his work and/or perform the same within the time specified in the Progress Schedule established within the provisions of clause 11.0.2 or clause 11.0.3 or clause 11.0.4 hereof, as the case may be.

12.0 WORKS CONTRACT

The entire work as per the scope of work covered under this contract shall be treated as "WORKS CONTRACT". GST & other taxes as applicable on "WORKS CONTRACT" shall be included in the quoted price.

13.0 LABOUR LAWS

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

14.0 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.

15.0 INSURANCE & INDEMNITY

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

(i) Employees Compensation Insurance:

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

It shall be responsibility of the contractor to ensure that he conforms to the various provisions of numerous statutory Acts as indicated below wherever applicable in respect of

contact labour to be engaged by him. He shall also indemnify the Company against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property/company employees whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against claims or losses arising on account of non-compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder which are relevant and applicable in the context :

Contract Labour (Regulations & Abolitions) Act 1970
Employees Provident Fund & Miscellaneous Provision Act 1952
Employees State Insurance Act 1948
Minimum Wages Act 1948
- Payment of Wages Act 1936
- Employees' Compensation Act 1923
- Payment of Bonus Act 1965
- Labour Welfare Fund.

16.0 LIQUIDATED DAMAGE

- (i) If the Contractor is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the Contractor's running account bill, as an ascertained and agreed Liquidated Damages, a sum equivalent to 0.5% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of the total contract value.
- (ii) 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.
- (iii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time or in the even progress of Contractor's work is behind schedule, as judged by the engineer-in-charge.
- (iv) 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. 11, provided further that the Contractor shall constantly use his best endeavour to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Contractor under clause herein above.
- (v) The contractor may seek time extension for delay or anticipated delay as per clause no. 11.0.5 for reasons not attributable to them and in such case time extension may be given without imposition of LD.

17.0 TERMS OF PAYMENT

- 17.01 No mobilisation advance shall be paid to the contractor.
- 17.02 100% of the Running Account bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 17.03 10% of the above running account bills shall be deducted towards retention money. During payment of monthly running account bills, the initial security deposit of 2% of contract value will be adjusted first against 'Retention Money', but in no case total retention including initial security deposit shall exceed 10% of the executed value of work at any stage. The retention money will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability and performance maintenance period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge.

18.0 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.

18.1 Dispute between Public Sector Organisations:

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.

18.2 Dispute with foreign parties:

- 18.2.1 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.
- 18.2.2 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.
- 18.2.3 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.
- 18.2.4 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.
- 18.2.5 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.
- 18.2.6 This agreement shall be governed by the laws of India.
- 18.3 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.

19.0 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.

20.0 RIGHT OF OWNER TO TERMINATE THE CONTRACT

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

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

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

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

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

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

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-in-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or
- f) has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or
- g) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- h) has failed to comply with the Engineer-in-Charge's instructions, or

- i) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-In-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 14 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the contractor for the amount realized. 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.

21.0 HSE REQUIREMENTS BY CONTRACTORS

Housekeeping

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

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

Confined Space

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

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance.
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) 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:

- a) suitable for its intended use
- b) 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)
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment
- d) 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:

- (ii) Only approved full body harness and two shock-absorbing lanyards are used,
- (iii) Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- (iv) Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- (v) Lifeline systems must be approved by Owner before use.
- (vi) 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.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) 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 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:

- a) 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.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) 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.

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

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

23.0 FORCE MAJEURE

As explained in Clause no. 11.0.7.

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 alongside 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. correction	_____	_____
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 Nationalized/ Scheduled Bank only	_____	_____

ROFORMA OF THE GUARANTEE
BID BOND/ EARNEST MONEY DEPOSIT

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

Whereas (Name of the bidder) (Hereinafter called “the Bidder”) has submitted its bid for the (Purpose) (Hereinafter called “the Bid”) against Tender reference No. dated M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

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

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

Know All Men by these presents, we, (name of the Bank) of (address of the Bank) having our office, inter alia, at (hereinafter called “the Bank”) are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called “the Purchaser”) in the sum of ₹ (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of 2019.

THE CONDITIONS of this obligation are:

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

Contd....2/-

[2]

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

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

Notwithstanding anything contained herein:

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

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

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of 2019 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

BANK GUARANTEE
(PERFORMANCE)

Letter of Guarantee No.

Dated: the day of

THE GUARANTEE is executed at Kolkata on the day 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 ₹.....(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.

Contd....2/-

[2]

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 ₹ (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of ₹ (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.

Contd....3/-

[3]

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

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

Balmer Lawrie & Co. Ltd.
Engineering & Projects,
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.

Contd.....2/-

[2]

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 ₹ (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 Contractor), 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 ₹ (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 Seventeen granted by the Bank.

Yours faithfully,

Dated : (Place)

.....(Date)

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

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

TENDER

FOR

**“Construction of Boundary Wall And Other Allied Works” Of
Approximately 160 RM around Our Guest House ‘Bishram
Kuthir’**

AT

Chakratirtha Road Puri, Odisha - 752002

TENDER REFERENCE – ADMIN/Accom/Puri Building

**TENDER NO: - BL/HR/ADM/PURIBW/PT/201920/0001 DATED 17.09.2019
DUE ON 00.09.2019**

PRICED PART (PART II)

1. SCHEDULE OF WORK

TECHNICAL SPECIFICATION

General Conditions:

1. Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications 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.
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, repairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
5. 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, but should not exceed 15% of the BOQ. 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. 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.
7. 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:
8. Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc. as applicable.

SCHEDULE OF WORK

Sl. No	Description	Unit	Quantity	Rate	Amount
1	Earthwork in excavation in all types of soil in foundation, trenches, drain, etc. and site development work up to a depth of 1.5 M from ground level, grade and dressing complete as per specification and directions of Engineer-in-Charge both dry and wet conditions including dewatering, slush removal, shoring etc. complete, stacking of good excavated material to be reused and disposal of unused excavated materials in spoil dumps / fill area up to a lead of 300M or outside the premises at contractor's place The Job should be carried out as per the direction of the engineer-in-charge	CuM	250	For Reference Only Price Not to Be Quoted Here	
2	Backfilling in foundation, trenches, plinth, under floors and in site development work, with excavated soil in layers not exceeding 200mm in depth with selected excavated materials, watering, compacting and dressing the top surface to correct grade and level, all materials and labour complete with soil to be reclaimed from heaps kept elsewhere within 300M lead. The Job should be carried out as per the direction of the engineer-in-charge	CuM	200		
3	Providing, mixing, compacting laying in position and curing ordinary lean concrete of mix 1:4:8 (with 40mm & down or 20mm & down stone aggregates) at all depths below foundations, rafts, plinth beam etc. excluding shuttering complete as per specifications and as directed by Engineer-in-Charge	CuM	15	For Reference Only Price Not to Be Quoted Here	
4	Supplying M15 grade nominal Mix (Cement-1: Coarse aggregate-1.5: Fine aggregate-3) Concrete to be mixed (Following IS 456) in a wheel mounted concrete mixer machine with well graded stone chips of 20mm maximum size, coarse sand and fly ash based cement (OPC 53) of approved brand in footing, pedestals, plinth beam, columns etc. following IS 456, placing the mix in its final location of formwork and pouring it manually, compacting & curing the same complete as per specification and direction of Engineer-in-charge with all accessories, vibrators etc inclusive of all other incidental charges in this connection complete with all material, labour etc. Note- The				

Sl. No	Description	Unit	Quantity	Rate	Amount
a)	For sub-structures up to plinth level	CuM	35	For Reference Only Price Not to Be Quoted Here	
b)	For structures above plinth level	CuM	25		
5	Supply, fixing in position steel reinforcements i.e. High Corrosion Resistant TMT bars of approved brand conforming to Grade Fe-500 or higher from approved make at all levels and positions including the cost of transport, straightening, cutting, cranking, bending, binding, welding, provision of necessary chairs and spacers, preparation of bar bending schedule drawings, getting the same approved etc; as per drawings and specifications and including cost of binding wire, labours etc; all complete for reinforced concrete with HCR TMT bars. The chairs and spacer bars provided will not be measured for payment The Job should be carried out as per the direction of the engineer-in-charge	MT	7.5	For Reference Only Price Not to Be Quoted Here	
6	Providing, erecting and removing formwork of approved quality using marine ply / steel plate at all elevations for concrete work including shuttering, propping/scaffolding, removal of formwork and rendering of surface as per specification and as per the direction of the engineer-in-charge	For Reference Only Price Not to Be Quoted Here			
a)	For foundation and PCC	SqM	115	For Reference Only Price Not to Be Quoted Here	
b)	For pedestals, columns	SqM	250		
c)	For plinth beam, coping beam etc.	SqM	125		
7	Supplying and laying in position brick work , one brick thick or more with approved quality (min. crushing strength of 70kg/sqcm) flyash brick above plinth level at all levels in cement sand mortar (1:6) including necessary scaffolding, mixing mortar, laying bricks, raking out joints, curing etc. with all materials and labour complete as per drawing and specification The Job should be carried out as per the direction of the engineer-in-charge	CuM	100	For Reference Only Price Not to Be Quoted Here	
8	Providing, mixing and laying 20mm average thick cement-sand (1:4) plaster to masonry and concrete surfaces at all elevations including curing and necessary scaffolding, making grooves, drip moulds etc. complete as per specification and as per direction of Engineer-in-charge	SqM	1000	For Reference Only Price Not to Be Quoted Here	

Sl. No	Description	Unit	Quantity	Rate	Amount
9	Supply, fabrication, erection, alignment and fixing in position, true to line and level, structural steel work for Boundary Gate etc. made out of rolled steel angles, channels, beams, plates etc., hollow steel tubes, pipes etc, including splicing, cutting, bending, drilling, welding, riveting, bolting etc., with all tools and tackles, plant and machinery including hinges, rollers, guide plates etc as per drawings and specifications. The item also includes surface preparation by sand/shot blasting, cleaning and applying painting with one coat epoxy zinc phosphate primer followed by one coat MIO and two coats of Epoxy enamel paint complete as per direction of Engineer-in-charge	MT	0.25	<div>For Reference Only Price Not to Be Quoted Here</div>	
10	Providing & applying two coats of acrylic exterior emulsion paint of approved brand and of required shades after one coat of acrylic exterior primer of approved brand on the surface of plaster of the walls at all levels including required surface preparation by scraping, cleaning, water jetting, job all complete with materials, labour, scaffolding etc. complete as per specification and as per the direction of Engineer-in-charge	SqM	1000	<div>For Reference Only Price Not to Be Quoted Here</div>	
11	Dismantling work with all labour, tools and tackles complete as per direction of Engineer-In-Charge including cleaning the area of all spoils and carting debris outside the premises or stacking the material as per direction of the Engineer-in-Charge			<div>For Reference Only Price Not to Be Quoted Here</div>	
a)	Brickwork with plaster	CuM	50	<div>For Reference Only Price Not to Be Quoted Here</div>	
Total (Basic) =					<div>For Reference Only Price Not to Be Quoted Here</div>
Add for GST =		Percentage			
		_____ %			
Total Quoted Price With GST =					