



**Balmer Lawrie & Co. Ltd.** (बामर लॉरी एंड कंपनी लिमिटेड)  
(A Government of India Enterprise) (भारत सरकार का एक उद्यम)  
Engineering & Projects (इंजीनियरिंग और परियोजनाएं)  
21, Netaji Subhas Road (21, नेताजी सुभाष रोड)  
Kolkata - 700 001 (कोलकाता – 700 001)

**Supply, Erection, Testing and Commissioning of  
Insulation System for Temperature Controlled  
Warehouse** (तापमान नियंत्रित गोदाम के लिए इन्सुलेशन प्रणाली  
की आपूर्ति, निर्माण, परीक्षण और कमीशन)

**At (पर)**

**Industrial Estate, Chhatabar, Dist-Khurda, Odisha**  
(इंडस्ट्रियल एस्टेट, छतबार, डिस्ट्रिक्ट - खुर्दा, ओडिशा)

**Tender No. EP / TCW / BHU / INS / 07**

**Tender Date: 08. 11. 2019** (निविदा तारीख: 08.11.2019)

**Due Date: 28.11.2019, 16:00 Hrs** (नियत तारीख: 28.11.2019 को 16:00 बजे)

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

## 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	Earnest Money Deposit	
2	120 days validity of the offer confirmation	
3	Audited Annual Reports (for past three years)	
4	Copy of Work Order and Completion Certificates for similar job as per Pre-qualification Criteria	
5	Power of Attorney of the Signatory	
6	PAN, Valid Authorisation letter from manufacturer (applicable for dealers)	
7	Provident Fund Registration	
8	GSTIN Registration	
9	Valid MSE or NSIC certificate as per tender if applicable	
10	Compliance of Company's HSE policy	
11	Price Schedule in Un-priced Bid duly blanked out and signed	
12	Tender Document (along with addendum if any) duly signed and stamped on all pages	
13	Price quoted strictly as per Tender price schedule	
14	Payment Terms in compliance to tender requirement	
15	Completion Period in compliance to tender requirement	
16	LD clause in compliance to tender requirement	
17	Warranties and Guarantee in compliance to tender requirement	
18	All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document	

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

**Bidder's Information**

Sl no.	Description	Details to be filled up by Bidder
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 Bidder 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. GENERAL CONDITIONS OF CONTRACT
3. SPECIAL CONDITIONS OF CONTRACT
4. TECHNICAL SPECIFICATION
5. TENDER DRAWINGS

**PRICED PART (PART II)**

1. SCHEDULE OF WORK

**NOTICE INVITING TENDER**  
**Tender No. EP / TCW / BHU / INS/ 07**

1.0 Balmer Lawrie & Co. Ltd. invite ONLINE BIDS from experienced, competent and resourceful Contractors with sound technical and financial capabilities for Design, Supply, Erection & Commissioning of Insulation System for proposed Temperature Controlled Warehouse being set up at IDCO Industrial Estate, Chhattabar, Dist-Khorda, Odisha.

2.0 **SCOPE OF WORK**

The scope of the tender covers design, material procurement, manufacturing, loading, transportation, covering the materials under transit insurance, unloading at site, storage of material under protective covers, site shifting as required and erection & commissioning of Insulation System with accessories including supply of labour, tools tackles, consumables for Temperature Controlled Warehouse being set up at IDCO Industrial Estate, Chhattabar, Dist-Khorda, Odisha as mentioned in Schedule of Work, Conditions of Contract, Technical Specifications and Drawings.

The scope shall cover the followings:

- 2.1 Preparation and submission of Insulation Drawings for Wall, Ceiling, Floor, Column cladding, Critical Joint Detailing and getting approved from the Owner.
- 2.2 Submission of Bill of Quantities (BOQ) calculated from the above drawings.
- 2.3 Supply of Insulation System as per the final approved BOQ.
- 2.4 Erection of the Insulation System as per approved Standard Operating Procedure (SOP).
- 2.5 Testing and Commissioning of the Insulation System for no temperature loss.
- 2.6 Making cut outs by using suitable cutting tool for any services e.g. Civil, Electrical, Plumbing, Fire Fighting and Refrigeration etc., as and wherever required and filling the gap by PUF /PIR chemical. This will not be payable as an extra and hence not provisioned as a separate item in BOQ. These cut-outs will be mainly but not limited for Refrigeration Piping, Fire Protection System Piping, Crossing of Cable Trays for Electrical conduit and or any light fixtures etc.
- 2.7 Making cut outs for fixing Sliding doors. Plumb has to be checked properly for all the panels, specifically areas/location where the Sliding Doors are to be installed.

3.0 **COMPLETION PERIOD**

Time is the essence of the contract. The time schedule for total work according to the contract shall be **Four(4) Calendar Months** from the date of placement of order or **Two(2) Calendar Months** from the date of formal handing over of site whichever is later.

4.0 **EARNEST MONEY DEPOSIT**

Unpriced Part of the Bid should be accompanied by a Demand Draft or Bank Guarantee of Rs 1,15,000.00 (**Rupees One Lakh and Fifteen Thousand Only**) towards Earnest Money Deposit (EMD) 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) is exempted for agencies registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services. Declaration of Udyog Aadhar Memorandum (UAM) by the MSE parties on Central Public Procurement Portal (CPPP) shall be mandatory.

- 4.1 For the successful bidder, the EMD will be refunded only after completion of the work. No interest shall be payable towards EMD amount.
- 4.2 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the work order and the acknowledgment of the same has been received by the owner.
- 4.3 EMD is liable to forfeiture in the event of:
  - a) Withdrawal of offers during validity period of the offer
  - b) Non-acceptance of orders by the bidder within the stipulated time after placement of order.
  - c) Any unilateral revision made by the bidder during the validity period of the offer.
  - d) Non-performance of the bidder during the tenure of work.
  - e) Bidders submitting false/fabricated/bogus documents in support of their credentials

## 5.0 PRE-QUALIFICATION CRITERIA

### 5.1 Average Annual Turnover

Average annual turnover of the tenderer shall be minimum of Rs 200 Lakhs during last three financial years ending 31<sup>st</sup> March, 2019 preferably in related business.

### 5.2 Past Work experience

The tenderer should have successfully executed at least one work for Supply, Erection, Testing and Commissioning of Insulation System (PUF/PIR) for a Cold Store/ Food processing Plant having panel height around 12 meters and capacity of 2000 MT. Copy of work order and completion certificate/commissioning report issued by owner/owner's consultant shall be submitted.

The tenderer should have successfully executed the work of **Supply and Erection of Insulation system during** past seven years ending last day of month previous to the one in which tenders are invited:

- a. 3 jobs each of value not less than Rs 93 lakhs or
- b. 2 jobs each of value not less than Rs 115 lakhs or
- c. 1 job of value not less than Rs 184 lakhs

Copy of work orders and completion certificates / commissioning report from the owner/ consultant should be enclosed as supportive documents. Order copy issued by the owner to the consultant shall also be furnished if the completion certificate is issued by the consultant on behalf of the owner.

### 5.3 PAN, GST Registration, PF Registration & ESIC registration

Tenderers are required to submit attested photocopies of PAN, GST Registration and PF registration and ESIC registration along with Un-priced part of their offer, failing which their offer may be liable to be rejected.

### 5.4 Compliance with HSE Standards

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

### 5.5 Power of Attorney

The Power of Attorney or authorisation letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorisation or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only. However, a notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.

### 6.0 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 Conditions of Contract, Special Conditions 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 G C Saha, Head (Engineering & Projects). Any clause defining offline bid submission in the tender document shall not be considered.

### 7.0 TENDER SUBMISSION

The intending tenderers 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 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):

<b>Dedicated Helpdesk for Balmer Lawrie</b>			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Days</u>
1. Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	MON - SAT
<b>Escalation Level 1</b>			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
<b>Escalation Level 2</b>			
Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	
<b>Escalation Level 3</b>			
Mr. Achal Garg	achal.garg@c1india.com		
In case, you are unable to get in touch with any of the Technical Support Associates, kindly drop a mail at <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> mentioning your Name and Mobile No. One of C1 India's associates will get back shortly.			

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 /BG for EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of tenderer. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer is liable for blacklisting, 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 / BG for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder is requested to read all the terms and conditions mentioned in the tender Document and seek clarification if any from if in doubt.

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 relevant clause General Conditions of Contract under sealed envelope should reach the office of Head (Engg. & Projects), Balmer Lawrie & Co Ltd, Engineering & Projects Department, 21 Netaji Subhas Road, Kolkata 700001, on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 2<sup>nd</sup> floor at the above address.

#### 8.0 SUPPLY OF MATERIAL

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

#### 9.0 TAXES & DUTIES

Rates shall be inclusive of all taxes & duties other than GST. GST shall be quoted separately as per Price Schedule.

#### 10.0 NON-CONFORMANCE

Tenders not conforming to the abovementioned requirements are liable to be rejected.

#### 11.0 VALIDITY OF OFFER

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

#### 12.0 FIRM PRICE

The price should be firm and irrevocable and not subject to any change till the completion of Scope of Work.

#### 13.0 RIGHT TO ACCEPT OR REJECT TENDER

13.1 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.

- 13.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- 13.3 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.
- 13.4 Tender if submitted through e-mail or fax shall be summarily rejected.
- 13.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.
- 13.6 **Clarifications /exceptions / deviations to the tender terms & conditions and specifications:**  
Balmer Lawrie & Co. Ltd. expects Tenderers to confirm compliance to tender terms & conditions and specifications, failing which the Tenderers are liable to be rejected. Hence all Tenderers 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 Tenderers are advised to ensure that they submit appropriate and relevant supporting documentation alongwith their proposal in the first instance itself. Bids not complying the requirements of bid documents will be rejected without any further opportunity.

For any Technical clarifications / queries Tenderers are requested to contact Sri G C Saha, Head (Engineering & Projects) (from 10.00AM to 06.00PM, Monday - Friday).

for Balmer Lawrie & Co Ltd

(G C Saha)  
Head (Engineering & Projects)

# GENERAL CONDITIONS OF CONTRACT

**I N D E X****Article I****DEFINITIONS****Article II****INTERPRETATION OF GENERAL CONDITIONS OF CONTRACT**

- 2.00 General
- 2.01 Discrepancy in Tender Document
- 2.02 Headings / Titles
- 2.03 Singular and Plural

**Article III****GENERAL INSTRUCTIONS TO TENDERERS**

- 3.01 Non-transferability of Tender Documents
- 3.02 Tenderers responsibility to collect all required data
- 3.03 Complete & Competitive Offer
- 3.04 Submission of tender
- 3.05 Details to be submitted along with the tender
- 3.06 Rates and other entries
- 3.07 Right to accept or reject tender
- 3.08 Contract agreement
- 3.09 Earnest Money Deposit
- 3.10 Security deposit
- 3.11 Validity of offer
- 3.12 Time for completion of work

**Article IV****GENERAL INFORMATION**

- 4.01 Site information, climatic condition etc.
- 4.02 Construction water
- 4.03 Construction power
- 4.04 Accommodation for labour & supervisory staff
- 4.05 Temporary roads and drains
- 4.06 Contractor's field office, godown and stores

**Article V****GENERAL OBLIGATION AND PERFORMANCE OF WORK**

- 5.01 Execution of work
- 5.02 Co-ordination and inspection of work
- 5.03 General conditions for construction and erection work
- 5.04 Work in Monsoon
- 5.05 Drawing to be supplied by the Owner
- 5.06 Drawings to be supplied by the Contractor
- 5.07 Setting out work
- 5.08 Reports & Records
- 5.09 Issue of materials
- 5.10 Storage
- 5.11 Audit

- 5.12 Packing, Marking and Despatch Instructions
- 5.13 Damage to property
- 5.14 Articles of value found
- 5.15 Discrepancies between instructions
- 5.16 Liquidated Damage
- 5.17 Force Majeure
- 5.18 Period of liability
- 5.19 Right of owner to terminate the contract
- 5.20 Sub-letting of work
- 5.21 Patents and royalties
- 5.22 Performance guarantee & warranty
- 5.23 Contractor's responsibility with other agencies
- 5.24 Arbitration

**Article VI INSPECTION, CERTIFICATION AND PAYMENT**

- 6.01 Inspection & testing
- 6.02 Schedule of rates and payments
- 6.03 Procedure for measurement/billing of work in progress
- 6.04 Secured Advance
- 6.05 Notice of claim for additional payment
- 6.06 Completion certificate
- 6.07 Final Certificate
- 6.08 Certificate and payments on evidence of completion

**Article VII RULES, REGULATIONS & INSURANCE COVERAGE**

- 7.01 Observance of rules/acts in force
- 7.02 Taxes, duties, octroi & other statutory payments
- 7.03 Labour Laws
- 7.04 Implementation of Apprentice Act 1964
- 7.05 Insurance

**Article VIII SAFETY CODES & PRACTICES**

- 8.01 General
- 8.02 First aid and Industrial injuries
- 8.03 General Rules
- 8.04 Contractors barricades
- 8.05 Safety equipment
- 8.06 Hoisting equipment
- 8.07 Electrical equipment
- 8.08 Deployment of Safety Officer
- 8.09 Penalty for violation of Safety at Site.

**ATTACHMENTS****No. of pages**

I	Agreement	4
II	BG Verification Check List	1
Ila	BG for Earnest Money Deposit	2
III	Guarantee against Advance Payment	2
IIIa	BG against Performance	2
IV	BG for Security Deposit	2
V	Information about Tenderer	1
VI	Details of Experience	1
VII	Concurrent Commitment	1
VIII	Information regarding Equipment which the tenderer proposes to use	1
IX	Quality Assurance Plan	1
X	Details of Proposed Sub-Contractors	1

## 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. (BL), 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/Supplier" 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 Design, Supply, Erection & Commissioning of Insulation System for Temperature Controlled Warehouse at IDCO Industrial Estate, Chhatabar, Dist-Khurda, ODISHA".
- 1.07 The "Project Manager" shall mean the Officer nominated by Owner to co-ordinate and supervise all the activities connected with the implementation of project on their behalf. "Project Manager" may at his discretion depute Owner's officers to co-ordinate / supervise the work of Contractor / Consultants at site.

- 1.08 The "Engineer-in-Charge" shall mean the Engineer/Agency authorised by the Owner for the purpose of the Contract for overall supervision and co-ordination of site activity and certification of billing.
- 1.09 "Site" shall mean all such land, waters and other places on, under, in or through which the works for the Project are to be performed under the Contract.
- 1.10 The "Site Engineer" shall mean the Engineer(s) for the time being deputed by the Engineer-in-Charge as Site Engineer for the work to be performed by the Contractor at any and/or all job sites and to co-ordinate all activities of all parties at site.
- 1.11 "Inspecting Authority" means Third Party Inspection Agency (TPIA) as specified by the Owner/Consultant or Owner's authorised representative or Consultant's representative.
- 1.12 The "Work" and "Scope of Work" shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/or for incorporation in the work.
- 1.13 The "Works" shall mean the product(s) of the work and shall include all extras, additions, alterations or substitution as required for the purpose of the contract.
- 1.14 The "Works Contract" or "Contract" shall mean the totality of the agreements between the parties as derived from the Contract Documents for the entire work.
- 1.15 The "Contract Documents" shall mean collectively Tender Documents and the Contract Documents as laid out in the Owner's Standard Contract Format which is based on the General & Special Conditions of Contract.
- 1.16 The "Specification(s)" shall mean the various specifications as set out in the specifications forming part of the tender documents and as referred to and derived from the contract and any order(s) or instruction(s) thereunder, and the absence of any specifications as aforesaid covering any particular work or part of portion thereof, shall mean the relevant Indian Standard Institution Specifications for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specifications covering the relative work or part or portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in-Charge or Site Engineer with or without modifications.
- 1.17 "Order" and "Instruction" shall respectively mean any written Order or Instruction given by the Engineer-in-Charge or Site Engineer within the scope of their respective



powers in terms of the Contract and shall include alteration / variation order to effect additions to or deletion from and / or alteration in the work detailed in the contract.

- 1.18 "Plans" and "Drawings" shall mean maps, plans, drawings, sketches, tracings and prints forming part of the tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, Site Engineer or any agency notified by the Engineer-in-Charge to the Contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Engineer-in-Charge or Site Engineer or any other agency nominated by the Engineer-in-Charge on his behalf in connection with the work.
- 1.19 "Temporary Work" / "Enabling Work" shall mean all such works which are required in or about the execution, completion or maintenance of the work and if not provided for specifically in the Schedule of rates shall be deemed to be done by the Contractor at his own cost in fulfilment of the contract.
- 1.20 "Constructional Plant" shall mean all such Plant & Machineries, appliances, aids or things of whatsoever nature other than materials intended to form part of the permanent works which are required in or about the execution, completion for maintenance of temporary and permanent work.
- 1.21 "Completion Certificate" shall mean the Certificate to be issued by the Engineer-in-Charge after the work has been completed to his satisfaction.
- 1.22 "The Final Certificate" in relation to the work shall mean the certificate to be issued after the period of liability is over by the Owner regarding satisfactory compliance of various provisions of the contract by the contractor.
- 1.23 "Period of Liability" or "Defect Liability Period" refers to the specified period from the date of completion of the entire work as indicated in the completion certificate up to the date of issue of Final Certificate during which the contractor is responsible for rectifying all defects "free of cost" to the satisfaction of Owner.
- 1.24 "Schedule of Rates"/ "Schedule of Quantities" shall mean the schedule of rates incorporated in the contract and shall also include supply rates for labour, material etc. as well as payments for all such work determined in accordance with the contract conditions.
- 1.25 "Running Account Bill" shall mean a Bill for the payment of "On Account" to the Contractor.
- 1.26 "Agreed Variation" shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment to the Contract forming part thereof.

- 1.27 "Acceptance of Tender" shall mean the Acceptance of Tender issued by the Owner to the Contractor.
- 1.28 The "Total Contract Value" shall up to calculation of the entire remuneration due to the Contractor in terms of the Contract, on successful completion of the works means the total contract value as specified in the Acceptance of Tender and after calculation of the entire remuneration due to the Contractor under the contract, on successful completion of the works shall mean the totality of such remuneration.
- 1.29 "Written Notice" or "Notice" in writing shall mean all hand written, typed / printed /e\_mail form sent (unless delivered personally) or proved to have been received by registered post to the last known address / private / business or registered office, of the contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.30 "Letter of Intent" shall mean intimation by a letter to the successful tenderer that the tender has been accepted in accordance with the provisions contained therein.
- 1.31 "Progress Schedule" shall mean the time schedule of Progress of Work.
- 1.32 The "Alteration Order or Variation Order" means Order given in writing by the Owner to effect additions to or deletions from and alterations in the work.
- 1.33 "Measurement book(s) / Sheet(s)" shall mean the register/sheet (hand written or printed computerised copy) preserved by the Engineer-in-Charge, where all measurements taken at site are neatly recorded by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the Contractor or his authorised representative.

**ARTICLE - II****INTERPRETATION OF GENERAL CONDITIONS OF CONTRACT****2.00 GENERAL**

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

**2.01 DISCREPANCY IN TENDER DOCUMENT**

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

**2.02 HEADINGS / TITLES**

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

**2.03 SINGULAR AND PLURAL**

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

## ARTICLE - III

### GENERAL INSTRUCTIONS TO TENDERERS

#### 3.01 NON-TRANSFERABILITY OF TENDER DOCUMENTS

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

#### 3.02 TENDERERS RESPONSIBILITY TO COLLECT ALL REQUIRED DATA

- (i) The tenderer should study all tender documents, carefully, understand the condition / drawing / specification etc. before quoting. If there are any doubts about tender conditions he should obtain clarification from **Sri G C Saha, Head (E&P), email: saha.gc@balmerlawrie.com** (from 10.00 a.m. to 06.30 PM Monday – Friday). This shall not be the justification for late submission or extension, compensating date or time to the tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of work.
- (ii) The tenderer should visit the site and acquaint himself with the site conditions, all factors which are likely to be relevant for the works, availability and rates for various things including construction materials as per specification, shelter for staff etc. since these are to be provided / arranged by the tenderer (unless otherwise specified) at his own cost. In any case it will be deemed that tenderer 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 it's submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.

#### 3.03 COMPLETE & COMPETITIVE OFFER

- (i) Tenderers are required to make the lowest offer for the work as per the enclosed specification and details available therein. The estimated quantities given in the schedule of Quantities are approximate. As the work progresses, it is possible that there are variations & omission of items.
- (ii) The rates quoted should be inclusive of all materials, labour, incidental expenses, equipment, Tools / Tackles, Transportation of materials and Labour, Taxes & Duties, CESS, Customs, Octroi Duty, as applicable except Goods & Service Tax. GST shall be quoted separately as per given format. 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. However, if the tenderer considers 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, if any, required. 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 tenderer shall submit the following along with 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.** The price bid file in .xls format shall be downloaded from the website, bidder to fill in their item-wise rates, print, stamp, sign, scan and upload the same in 'Uploading Price Bid' under Bid Common Form. Bidders shall indicate Total price with GST (Supply +Erection) in 'Project Contract Total' while submitting the price bid.

- (ii) Stipulated Earnest Money Deposit of MSE certificate for exemption of EMD
- (iii) The Power of Attorney or authorisation letter or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in original, when the Power of Attorney or authorisation or any other document is issued relating to the specific tender of Balmer Lawrie & Co. Ltd only. However, a notarized true copy of the 'Power of Attorney' shall also be accepted in lieu of the original, if the Power of Attorney is a general "Power of Attorney". But photocopy of such notarized true copy shall not be accepted.
- (iv) Details in proforma wherever prescribed regarding the following:
  - a) Similar work done in past seven years by the tenderer.
  - b) Work in progress and booked along with details of original schedule of completion progress status, likely completion etc.
  - e) PF, PAN, ESI, GST registration, Audited Annual Reports for the last 3 years, etc.
  - f) Detailed work schedule / bar chart establishing compliance with the time of completion.
  - g) Any other documents required in terms of this tender.

### **3.06 RATES AND OTHER ENTRIES**

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

### **3.07 RIGHT TO ACCEPT OR REJECT TENDER**

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

### 3.08 CONTRACT AGREEMENT

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

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

### 3.09 EARNEST MONEY DEPOSIT

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

The permissible forms of deposit are:

- a) Bank draft drawn in favour of Balmer Lawrie & Co. Ltd. on a Kolkata branch of any Scheduled Bank
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed.
- (ii) If the successful tenderer is unable to accept or execute orders when placed upon him or fails to deposit the Initial Security Deposit or withdraws / revises his quoted prices and quantities offered, within the validity period of the tender or after placement of the Order / Letter of Acceptance, the Earnest Money Deposit shall be forfeited.
- (iii) No interest is payable against Earnest Money Deposit.

### 3.10 SECURITY DEPOSIT

- (i) On acceptance of the Bid, Contractor shall within **fifteen (15) days**, deposit with Owner an initial Security Deposit of **5% of the basic contract value** and the same shall be in any of the following:
- a) Bank draft drawn on a Kolkata Branch of any Schedule Bank in favour of Balmer Lawrie & Co Ltd.
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid throughout the contract period.
- (ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the

Work elsewhere at Contractor's risk and cost. The EMD of the bidder to whom Contract was awarded shall be forfeited.

- (iii) No interest shall be payable against Security Deposit.
- (iv) Security Deposit will be returned /refunded after completion of work.

### 3.11 VALIDITY OF OFFER

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

### 3.12 TIME FOR COMPLETION OF WORK

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

- 3.12.1 The contractor shall complete in all respects in accordance with the Contract, the entire work at each job site within the time specified in this behalf in the Time Schedule.
- 3.12.2 If the Owner so requires, the Progress Schedule in the form of bar 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 It is the contractor's responsibility to prepare and submit to the Owner / EIC, a Progress Schedule as envisaged above (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 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 & 3.12.3 above. In the absence of such approved Progress Schedule, the Progress Schedule prepared by the Contractor (with incorporation of the Owner's / Engineer-in-Charge's comments thereon if any), shall until such approved Progress



Schedule 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.
- c) The bottleneck(s) or obstruction(s) perceived/ experienced, and the reason(s) therefor,
- d) Extension required/ necessitated on account of c) above
- e) Extension required/ necessitated on account of reasons attributable to the Owner,
- f) Extension required/ necessitated on account of force majeure reasons, and
- g) The total extension of time (if any) required/ necessitated for completion, taking the above into account and after eliminating all overlaps.

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

3.12.6 Notwithstanding the provisions of clause 3.12.5 hereof, the Owner may at any time at the request of the Contractor made by way of appeal either against the decision of the Engineer-in-Charge taken under clause 3.12.5 or against the Engineer-in-Charge's refusal to take a decision under the said clause. If satisfied of the work or any item or operation thereof such period(s) as the Owner may consider necessary, and the decision of the Owner as to the existence or otherwise of any grounds justifying the

extension and to the period(s) of extension necessary shall be final and binding upon the Contractor.

- 3.12.7 Subject as elsewhere herein or in the contract documents expressly provided, only the existence of force majeure circumstances as defined in 3.12.8 hereof shall afford the Contractor a ground for extension of time for completion of the work or any part of the work or any operation(s) involved therein, and specifically without prejudice to the generality of the foregoing, inclement weather, strike, shutdown, third party breach, delay in supply of material(s) or commercial hardship shall not afford the Contractor a ground for extension of time or relieve the Contractor of his/its full obligations under the Contract, nor will any forced shutdown or idleness or other impediment in progress or completion of the work due to any reason whatsoever afford the Contractor a ground for extension of time or relieve the Contractor of his/its full obligations under the Contract except and to the extent otherwise elsewhere herein specifically provided, nor shall any shut down or idle time charges be payable by the Owner to the Contractor for delay in the commencement, progress or completion of the work due to any reason whatsoever, including due to the existence of force majeure circumstances.
- 3.12.8 The term "Force Majeure" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole.
- 3.12.9 Upon an extension of the time for completion of the work or any part of the work or any operation(s) involved therein pursuant to clause 3.12.5 or clause 3.12.6 hereof, the extended date/time of completion shall be deemed to be the relative date of completion in the Progress Schedule, and such extension shall constitute the sole remedy of the Contractor for and/or arising out of such delays, and the Contractor hereby waives any and all contrary rights.
- 3.12.10 The mere fact that the Owner shall not have terminated the contract or that the Owner or Engineer-in-Charge has permitted the Contractor, for the time being to continue with the work for its completion shall not prejudice the full rights and remedies available to the Owner under the contract arising out of the delayed completion, including the right of Liquidated Damages and/or termination. Such permission(s) shall unless specifically stated to be an extension of time under clause 3.12.5 or 3.12.6, as the case may be, not be construed as extension(s) of time extension under clause 3.12.5 or 3.12.6 hereof, and shall merely constitute an indication or intimation, as the case may be, of the Owner's willingness, for the time being, to accept the delayed completion, subject to its rights under the contract.
- 3.12.11 No assurance, representation, promise or other statement by any personnel, engineer or representative of the Owner in relation to extension of time for commencement or completion of any work(s) or operation thereof or of the entire works under the contract shall be binding upon the Owner or shall constitute an extension of time for commencement or completion of the entire works or any part or operation thereof

within the provisions of clause 3.12.5 or 3.12.6 hereof, unless the same has been communicated to the Contractor in writing by the Engineer-in-Charge under clause 3.12.5 or by the General Manager under clause 3.12.6 and in writing specifically states that it embodies an extension of time within the provisions of clause 3.12.5 or clause 3.12.6 as the case may be, and without prejudice to the foregoing, the mere agreement or prescription or signing of a Progress Schedule by the site engineer or any site representative of the Owner at variance of the progress schedule, as the case may be, referred to in clauses 3.12.2, 3.12.3 and/or 3.12.4 hereof or containing an extended time of commencement or completion in respect of the entire work(s) or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind the Owner or relieve the Contractor of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of the owner or a waiver by the Owner of any of its rights in terms of the contract relative to the performance of the contract within the time specified or otherwise, but shall be deemed only (at the most) as a guidance to the Contractor for better organising his work on a recognition that the Contractor has failed to organise his work and/or perform the same within the time specified in the Progress Schedule established within the provisions of clause 3.12.2 or clause 3.12.3 or clause 3.12.4 hereof, as the case may be.

## **ARTICLE - IV**

### **GENERAL INFORMATION**

#### **4.01 SITE INFORMATION, CLIMATIC CONDITION ETC.**

The 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 familiarise 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.

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

#### **4.03 CONSTRUCTION POWER**

Construction power as available at site would be made from the substation/distribution boards situated near the work site free of cost at single point for general lighting only. Further arrangement for power distribution will be made by contractor depending upon the construction power requirement at his own cost as per Electricity Act and Rules framed there under and approved by Engineer-in-Charge. No power shall be provided for structural fabrication/ erection/ welding work at site. DG if required for the work shall be arranged by the contractor at his own cost.

The temporary line will be removed forthwith after the completion of the work or 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 Authorised Representative. A work order book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorised representative by way of 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 visualise the type of Work contemplated and Scope of Work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the work involved.
- (ii) Detailed working drawings on the basis of which actual execution of work is to proceed, shall be prepared by the contractor and same shall be approved by the Owner. Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge, discrepancies if any, therein before actually carrying out the work.
- (iii) Copies of all detailed working drawing relating to Work shall be kept at the Contractor's office at the Site and shall be made available to the Engineer-in-Charge at any time during the Contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the Work.

#### 5.06 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR

- (i) Where drawings/Data are to be furnished by the Contractor, they shall be as enumerated in the special conditions of the Contract, and shall be furnished within the specified time.
- (ii) Where approval of Drawings for Manufacture/Construction/ Fabrication 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. Payment shall be made against finished items of work as specified in the schedule.
- (ii) All material, as required to complete the work in all respects according to the contract rates shall be inclusive of all freights, sales tax and other taxes, duties, royalties, loading, unloading, transporting, handling and storage charges etc.
- (iii) Contractor shall bear all incidental charges for the storage and safe custody of materials at Site.
- (iv) Contractor shall construct suitable godowns at Site for storing his own materials, safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- (v) It shall be responsibility of Contractor to arrange in time all materials required for Work. If, however, in the opinion of the Engineer-in-Charge the execution of Work is likely to be delayed due to Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with Owner or procure the materials from the market or elsewhere and Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve Contractor from his responsibility of making arrangements for the supply of



such materials in part or in full should such a situation occur nor shall this constitute reason for the delay in the execution of Work.

- (vi) Materials / Equipment supplied by Owner shall not be utilised for other purpose(s) than issued for.

#### 5.10 STORAGE

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

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

#### 5.11 AUDIT

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

#### 5.12 PACKING, MARKING AND DESPATCH INSTRUCTIONS

- (i) Packing / Marking:  
All fragile and all exposed parts shall be packed with care and the packages shall bear the words "WITH CARE" both in English 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

- 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 basic contract value** for each week of delay or part thereof. The LD shall be limited to **5% of basic contract value**.

The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by the owner on account of delay/ breach on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay/breach.

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time or in the even progress of Contractor's work is behind schedule, as judged by the engineer-in-charge.
- (iii) Then the Engineer-in-Charge upon receiving necessary approval from competent Authority may in writing make a fair and reasonable extension of time for completion of the works as per provision of clause no. 3.12, provided further that the Contractor shall constantly use his best endeavour to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Contractor under clause herein above.
- (iv) The contractor may seek time extension for delay or anticipated delay as per clause no. 3.12.5 for reasons not attributable to them and in such case time extension may be given without imposition of LD.

#### 5.17 FORCE MAJEURE

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, was fires, floods, riots or illegal strikes

#### 5.18 PERIOD OF LIABILITY

- (i) Contractor shall maintain the installation Work for a period of Twelve (12) months from the date of issue of completion certificate without any extra cost. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the Equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer-in-

Charge shall be final) from any sums that may be then or at any time thereafter, become due to Contractor or from his Security Deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

- (ii) If Contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil guarantees called for, he shall bring this to the notice of the Engineer-in-Charge in writing.
- (iii) From the commencement of completion of Work, Contractor shall take full responsibility for the care for Work including all temporary work and in case any damages, loss or injury shall happen to Work or to any part thereof or to any temporary work from any cause whatsoever, shall at his own cost repair and make good the same so that at completion Work shall be in good order and in conformity, in every respects, with the requirements of Contract and the Engineer-in-Charge's instructions.
- (iv) If at any time, before Work is taken over, the Engineer-in-Charge shall: -
  - a) Decide that any work done or materials used by Contractor or any Sub-Contractor is defective or not in accordance with Contract, or that Work or any portion thereof are defective, or do not fulfil the requirements of Contract (all such materials being hereinafter, called 'Defects' in this clause), and as soon as reasonably practicable gives to Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then Contractor shall at his own expenses and with all speed make good the defects so specified.

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

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

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

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

#### 5.19 RIGHT OF OWNER TO TERMINATE THE CONTRACT

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

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

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

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

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

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

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 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 day's notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials

and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-in-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 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 and Conciliation (Amendment) Act, 2015 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.

## 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

As mentioned in Special Conditions of Contract.

#### 6.04 SECURED ADVANCE

No secured advance is payable.

#### 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, GST etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, CESS, GST 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.
- (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, 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****CONTRACT AGREEMENT**

## ARTICLES OF AGREEMENT FOR THE WORK OF

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

## WHEREAS

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

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

(C) The Notice Inviting Tender / Letter Inviting Tender, Tender Document, General Conditions of Contract, Special Conditions of Contract, Specifications, Letter of Acceptance of Tender, Schedule of Rates and other documents which, together with this agreement, constitute the terms and conditions under which the Contractor shall perform the works, are listed in the Appendix to the Agreement and they shall form part of this Agreement. For purpose of this Agreement, the expression 'Contract' shall also include any modifications,



alterations, variations in the specifications by way of additions and deletion thereto, written instructions, directions etc. issued by the Owner from time to time.

AND WHEREAS

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

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

(1) In consideration of the payment to be made to Contractor for Work to be executed by him/it, Contractor hereby covenants with Owner that Contractor shall and will duly provide, execute and complete Work and shall do and perform all other acts and things in Contract mentioned or described or which are to be implied 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.

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

Signed and Delivered for

and on behalf of

and on behalf of

**OWNER**

**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****CHECK LIST**

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

**ATTACHMENT – IIA****PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To

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

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

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

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

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

THE CONDITIONS of this obligation are :

a) If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or

b) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;

fails or refuses to execute the Contract Form if required;

or fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions. This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

i) Our liability under the Bank Guarantee shall not exceed Rs. ....  
(Rupees ..... only)

ii) This Bank Guarantee shall be valid upto .....

iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (last date of validity)

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

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

Your faithfully,

(Specimen Signature)

**ATTACHMENT - III****BANK GUARANTEE AGAINST PERFORMANCE**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the            day of

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

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

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

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

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

NOW THIS GUARANTEE WITNESSETH as follows :

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

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

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

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

1. 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.

2. 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.

3. 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.

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

5. 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.

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

Place :

Date :



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

Balmer Lawrie & Co. Ltd.  
 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.

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

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

Yours faithfully,

Dated : ..... (Place) .....

(Signature of Officer on

.....(Date) behalf of .....

(Set out name of the Bank)

**ATTACHMENT - V****INFORMATION ABOUT TENDERER****A. IN CASE OF INDIVIDUAL**

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

**B. IN CASE OF PARTNERSHIP**

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

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

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

---

(SIGNATURE OF TENDERER)

**ATTACHMENT - VI**

**DETAILS OF EXPERIENCE**

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

Sl.No	Full particulars of similar work carried out by the 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.

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

---

Certified that the above information is correct.

SIGNATURE OF TENDERER

**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.

SIGNATURE OF TENDERER

		<b>QUALITY ASSURANCE PLAN (QAP)- ATTACHMENT – IX</b>				Rev. No. : 1		
<b>PROJECT :- Temperature Controlled Warehouse at TCW, Bhubaneswar</b>								
<b>CLIENT :- Balmer Lawrie &amp; Co. Ltd. (BL)</b>								
<b>Third Party Inspection Agency (TPIA): xxxxx</b>								
<b>SUPPLIER :-XXXXX</b>								
SR. NO.	DESCRIPTION	CHARACTERISTICS/ PARAMETERS TO BE INSPECTED	RELEVANT IS CODE/MATERIAL STANDARD/SPECIFICATION	TYPE OF CHECK	EXTENT OF CHECK	INSPECTION BY Supplier BL/TPIA	FORMATS OF RECORD	
1	RAW MATERIAL CIP	a) Appearance	Should be free from any surface defects	a) Visual	10% of lot	P	-	
1.1	PREPAINTED COIL	b) Chemical Properties c) Mechanical properties-Tensile, Bend and Impact d) Dimensions e) Thickness f) Wt. Zn Coating g) Colour	Yield Strength of 240 MPA	b) Mill TC Verification c) Mill TC Verification d) Measurement e) Measurement f) Mill TC Verification g) Mill TC Verification	Every Lot Every Lot 10 % of lot 10 % of lot Every Lot Every Lot	P P P P P P P	R R R R R R R	
2	<b>FOAM SPECIFICATION TWO SAMPLE PER LOT/THICKNESS</b>							
2.1	PUF	a) Density :- 40± 2 kg/m3	As per Tender Specification	(1) Water dip Method (2) Measurement	5 samples /Lot/thickness	P	R	
3	<b>FABRICATED PANEL SPECIFICATION</b>							
3.1	PUF/PIR Panel	a) Length ±2 mm	As per Tender Specification	Measurement	5% Sample/ Lot	P	W	
		b) Width ±2 mm	As per Tender Specification	Measurement	5% Sample/ Lot	P	W	
		c) Thickness +2 to -1 mm	As per Tender Specification	As per Tender Specification	Measurement	5% Sample/ Lot	P	W
		d) Appearance	Should be free from any Surface Defect , Scratches, Damages, Color Peel off etc.		Visual	5% Sample/ Lot	P	W
<b>Note: 1. Inspection of Material after Receipt at Site: To be inspected as per requirement and sample may be sent to external lab for testing, if required as per decision of Engineer-in-Charge.</b>							W:Witness R: Review	
<b>2. QAP is subject to modification later while execution as per requirement</b>								

**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.

SIGNATURE OF TENDERER



# SPECIAL CONDITIONS OF CONTRACT

**I N D E X**

- Clause 1.00 GENERAL
- Clause 2.00 LOCATION OF SITE
- Clause 3.00 SITE PARTICULARS
- Clause 4.00 SCOPE OF WORK
- Clause 5.00 VALIDITY OF TENDER
- Clause 6.00 STIPULATION AND DEVIATIONS TO TENDER CLAUSES
- Clause 7.00 TAXES & DUTIES
- Clause 8.00 ALTERATIONS IN SPECIFICATIONS AND DESIGN
- Clause 9.00 DRAWINGS VIS-A-VIS SCHEDULE OF WORK / BILL OF QUANTITIES
- Clause 10.00 TIME OF COMPLETION
- Clause 11.00 SUPPLY OF MATERIAL
- Clause 12.00 SCRAP AND SERVICEABLE MATERIAL
- Clause 13.00 TESTS & TEST PROCEDURES FOR MATERIALS SUPPLIED BY CONTRACTOR
- Clause 14.00 MEASUREMENTS AND BILL OF WORK
- Clause 15.00 ON ACCOUNT PAYMENTS
- Clause 16.00 TERMS OF PAYMENT
- Clause 17.00 SCHEDULES OF RATES
- Clause 18.00 EXTRA ITEMS OF WORK

## SPECIAL CONDITIONS OF CONTRACT

### 1.00 GENERAL

- 1.01 Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, Drawings and any other document forming part of this contract wherever the contract so requires.
- 1.02 Notwithstanding the sub-division of the document into three separate sections, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract as far as it may be practicable to do so.
- 1.03 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.04 Whenever it is mentioned in the specifications that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 1.05 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any standards/specifications / code(s) of practice for any part of the work covered in this tender, the instructions/directions of Engineer-in-Charge will be binding on the contractor.
- 1.06 In case of contradictions between Indian Standards, specifications, General Conditions of Contract, Special conditions of Contract, drawings, Schedule of Rates, the following shall be the order of precedence: -
- a) Detailed Letter of Intent along with statement of agreed variations and its enclosures.
  - b) Fax no., e\_mail address, mobile no. of Intent.
  - c) Special Conditions of Contract
  - d) Drawings
  - e) General Conditions of Contract & its Annexure.
  - f) Indian Standards / Technical Specifications.
  - g) Schedule of quantities and rates.

## 2.00 LOCATION OF SITE

Project site is located at plot nos. 5 & 13(P) of combined area 1.5acres at Chhatabar, District–Khorda, Odisha inside the premises of IDCO Industrial Estate. It is approximately 1.5KM from Khorda- Chandraka road.

## 3.00 SITE PARTICULARS

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

Address of Contact Person:

Temperature Controlled Warehouse

Balmer Lawrie & Co. Ltd.

Chhatabar, Dist-Khorda, Odisha, India

Contact Person for Site Visit: Mr Purnendu Das, Manager (Mob 6289 090838 / 9836809371)

## 4.00 SCOPE OF WORK

As per Notice Inviting Tender

## 5.00 VALIDITY OF TENDER

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

In case of tenderer revoking or cancelling the tender changing any terms in regard thereof without written consent as stated above, the Owner shall forfeit the Earnest Money deposited by him along with the tender. No escalation to this effect will be accepted by the owner.

## 6.00 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.

## **7.00 TAXES & DUTIES**

The quoted rates shall be inclusive of all taxes, duties, levies except GST. GST shall be quoted as per provided Price Schedule.

## **8.00 ALTERATION IN SPECIFICATIONS AND DESIGN**

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

## **9.00 DRAWINGS VIS-A-VIS SCHEDULE OF WORK**

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

## **10.00 TIME OF COMPLETION**

The time schedule for total work according to the contract shall be for a period as mentioned in the Notice Inviting Tender. The contractor shall strictly adhere to the work break-down schedule in line with contractual completion period, to be developed and jointly agreed upon on award of contract, by deploying adequate personnel and construction tools and tackle. The time period mentioned includes the time required for mobilisation, testing, rectification if any, cleaning of site and completing in all respect to the satisfaction of the Engineer-in-Charge. In all matters concerning the extent of targets set out in the weekly and monthly programs and in the degree of achievement, the decision of Engineer-in-Charge will be final and binding.

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

## **11.00 SUPPLY OF MATERIAL**

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

All materials, as required to complete the work in all respects according to the contract rates shall be inclusive of all freights, CESS, Octroi and other taxes, duties, royalties, loading, unloading, transporting, handling and storage charges etc. Only GST shall be quoted separately.

## 12.00 SCRAP AND SERVICEABLE MATERIAL

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

## 13.00 TESTS & TEST PROCEDURES FOR MATERIALS SUPPLIED BY CONTRACTOR

Tentative Quality Assurance Plan is attached with this tender. Contractor shall submit Quality Assurance Plan mentioning frequency of testing to the owner for their review and approval. Only on approved QAP work the panels shall be manufactured.

Before starting of installation work, the contractor shall submit methodology / Standard Operating Procedure for erection of insulation panels for acceptance of owner.

## 14.00 MEASUREMENT & BILLING OF WORK

### SUPPLY

Payment for Supply shall be made based on the measurement of approved drawing. Accordingly, the contractor shall prepare the drawing in such a way that wastage due to door cutting is minimal.

### ERECTION

Payment shall be made as per actual executed quantity. Joint measurement will be taken after completion of work.

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

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

Contractor shall submit reconciliation statement after completion of work. Due to wastage at site , there will be variation in certified supplied quantity and certified erection quantity.

## 15.00 ON ACCOUNT PAYMENTS

- 15.01 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 accompanied with the Measurement Books signed and dated jointly.
- 15.02 Running Bill(s) shall be made and / or certified for a basic value of not less than Rs 40,00,000/- (Rupees Forty Lakh ) applicable for supply bill only.
- 15.03 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.
- 15.04 All lawful payments as provided under ESI Act, Workmen's Compensation Act, PF Act etc. not made by the Contractor / Sub-contractor, Owner reserves the right to deduct from the Contractor's bills and remitted to the concerned Authority / Department or Body on Contractor's /Sub-contractor's behalf until sufficient proof is furnished by the Contractor / Sub-Contractor to the contrary.
- 15.05 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.
- 15.06 The payment shall be made within 30 days from the receipt of certified bills in the accounts department.

## 16.00 TERMS OF PAYMENT

### 16.01 SUPPLY

- a) 80% on pro-rata basis alongwith 100% taxes towards supply of PIR panels/PUF slabs etc. upon receiving of materials in good condition and duly inspected and certified by the Engineer-in-Charge.
- b) 10% after completion of erection of panels upon verification and certification by the Engineer-in-Charge.
- c) 10% will be withheld as retention money for a period of 12 months from the date of issue of Completion Certificate. The Contract may claim the retention money after issuance of Completion certificate submitting Performance Bank Guarantee of equivalent amount valid for a period of 12 months from the date of issue of Completion Certificate. Initial security deposit of 5% of basic contract value shall be returned after completion of work.

### 16.02 ERECTION

- a) 80% on pro-rata basis towards completion of erection after verification and certification by the Engineer- in- charge.
- b) 10% after complete Installation of insulation work upon verification and certification by the Engineer- in-Charge.
- c) 10% will be withheld as retention money for a period of 12 months from the date of issue of Completion Certificate. The Contract may claim the retention money after issuance of Completion certificate submitting Performance Bank Guarantee of equivalent amount valid for a period of 12 months from the date of issue of Completion Certificate.

## 17.00 SCHEDULE OF RATES

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

## 18.00 EXTRA ITEMS OF WORK

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

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



**IN RESPECT OF HSE REQUIREMENTS, CONTRACTORS ARE REQUIRED TO FULFIL THE FOLLOWING****Appendix-A****Pre-Qualification Questionnaire for Contractor****Guidelines for Completion of Questionnaire**

- i) The potential bidder is to ensure that the answers provided are focussed against the activities indicated in the pre-tender document.
- ii) The information is supplied in the same format and sequence in which they appear in the questionnaire. A minimum of 12 has to be obtained in the HSE pre-qualification questionnaire.
- iii) Failure to supply information that accurately and fully covers the material requested may result in an individual Contractor failing to meet minimum expectations and therefore being disqualified.
- iv) Contractor shall provide information that is authentic and documentary evidence.
- v) Even after getting pre-qualified, if it comes to the notice that non-authentic documents are provided, the Contractor may be disqualified and if any Contract is in place, it may be terminated immediately.
- vi) BL 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 HSE Policy as per Appendix 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
8	Have you produced project/contract HSE plans for recently completed work?			None	2
9	Is HSE Covered in your company's organization chart?			Provide Current Org Chart.	2
10	Have HSE roles and responsibilities been defined in your company?			None	2

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
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 BL on request.				
Name	Position	Company	Date	Signature

## Appendix-B

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

#### a) 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.

#### b) 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:

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

#### c) Tools, Equipment and Machinery

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

- i) suitable for its intended use;
- ii) 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);

- iii) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- iv) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

#### d) 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:

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

#### d) 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.

**e) 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.

**f) Lifting Operations**

**7.1 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.

**7.2 Lifting Equipment and Accessories**

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

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

**g) 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.

**h) 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.

**i) 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.

**j) 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:

- i) 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.
- ii) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- iii) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

**k) 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.

#### **l) 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.

#### **m) Environmental Requirements**

##### **14.1 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 BL's prior approval.

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

##### **14.2 Spills**

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

##### **14.3 Emissions**

The 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. Emissions include but are not limited to noise, dust, fumes, vapours.



# TECHNICAL SPECIFICATION

## CODES AND STANDARDS

SI No	Title Reference	Standard
1	Code of practice for thermal insulation of cold storages	IS 661
2	Specifications for preformed rigid polyurethane (PUF) for thermal insulation	IS 12436 -1988
3	Glossary of Terms used in Refrigeration & Air conditioning	IS 3615: 2007
4	Wind Loads on Buildings and Structures	IS: 875(Part3)
5	Bitumen Felt	IS 1322/1993

**Insulation material – Pre-fabricated, Pre-engineered sandwich Polyisocyanurate (PIR) Panels for Wall, Ceiling and Polyurethane Foam (PUF) Slabs for Floor**

Freezer Room of Temperate Controlled Warehouse will be maintained at -25 Deg C.

Potato Storage Rooms will be maintained at +2 Deg C.

Ante Room & Docking area will be maintained at +6 to +10 Deg C.

### A. WALL & CEILING PANEL

#### 1) PIR Panel Specifications

- a) PIR Panel Sheet thickness – 0.5 mm both Side with continuous serrations on both the side.
- b) PIR Panel Sheet – 240 MPa GI with 275 GSM Zn Coating.
- c) PIR Panel Sheet Colour – RAL 9003/ RAL 9010.
- d) PIR Foam Density - 40 +/- 2 Kg/m<sup>3</sup>.
- e) Individual Cold store wall panel size – 1000mm Width x approx. 13200 mm Height for Cold Chambers and 1000mm Width x approx. 14000 mm Height for Potato Storage
- f) Outer exposed wall and ceiling PIR panels – **150 mm thick**.
- g) Partition PIR panels – walls – **120 mm thick**.
- h) Ante Room ceiling, Docking area Wall & Ceiling and column cladding – **80 mm thick**.
- i) Inner L Flashing size – 40mm x 40mm.
- j) External L Flashing Size – 120 mm x 120mm.
- k) Floor flashing – 40 mm x 151m x 40 mm or 40mm x 40mm – 2 sets.

Flashing will be of same material and quality as used for sheet in PIR Panel.

- 2) Supplier to ensure no rusting of PIR Panel/ Flashing/ Accessories which are used in the facility with 10 year anti rust warranty to be provided. As the wall Panels will be exposed to sun and rain, supplier to ensure no leakage from the panels and panel sheet should be of good quality

to withstand the effect of Sun and rain. There should be no fading of colour and faking of paint from panels.

- 3) Test Certificates for Density / Sheet Thickness and other PIR properties to be provided from the LOT of the panel supplied to this site from any laboratory recommended by the Owner.
- 4) The scope include accessories like anodized aluminum extruded angles, flashing, ceiling support hardware, if required, silicon sealants, in-situ foaming by using PUF, at the required place so as to have appearance like modern cold rooms complex. The ceiling and wall panels shall be self-supported type. The complete cold room, as a self-supported module, shall be able to with stand wind velocity of minimum 50 m/sec. Runner on the outer perimeter of the cold store will be provided by the PEB vendor at suitable intervals but support accessories (Teflon nut and bolts with 3 inch washer) to be provided by the PIR Panel vendor, which is also required to be covered with a flashings from inside required to prevent condensation. The wall panels shall not buckle under the operating weight of the same. Similarly, the ceiling panels shall not sag under self-weight as well as the weight of light fitting, etc. which are to be suspended from the ceiling panels. The ceiling support system has been well insulated so as to avoid any condensation on both side of panels. (tie rods should be insulated till 1m with nitrile rubber insulation) and PIR Chemical to be poured additionally on the ceiling panel at joints.
- 5) All the cut-outs/holes made by other vendors for installation of Electrical System, Fire Protection System, Refrigeration system shall be sealed with PUF Chemical & silicon, as required. It may happen that final commissioning of cold chambers will take place few months after completion of insulation work. In that event, the bidder shall remobilize their team for checking of leak proofness of cold chambers and sealing it as required.
- 6) The panels shall be with tongue and groove & the joints shall be sealed perfectly with the help of silicon sealant. All the corners shall be perfectly sealed. Joining fastener shall be of PVC/ GI.
- 7) The design of wall panels shall be suitable for mounting the sliding up or side slide type motorized insulated doors, air curtains and lighting fixtures.
- 8) The Bidder shall provide the manufacturing certificate conforming to CFC free method of Panel manufacturing and paint & zinc coating thickness. The panels shall be installed with skilled work men. Care shall be exercised to seal the joints adequately using the best sealant.
- 9) Although it is proposed to support the service pipes, forced draft air coolers and cable trays for power cabling from the structural members, partial support may at times be necessary for these items from the walls/ ceiling and hence these may be designed accordingly.
- 10) Hygiene and Aesthetics of insulation shall be considered.

- 11) Material Packaging while dispatch: The Bidder should ensure to cover the panels to have protection from Dust, Sun and Rain while material is in transit from factory to site.
- 12) Material unloading and stacking at site: The Bidder should ensure to unloading the material using proper methods as specified for such lengths of panels. The Bidder should ensure to cover the panels to have protection from Dust, Sun and Rain while material is stored at open site.
- 13) The Contractor shall clean the site (which includes removing packaging materials, plastic etc.) after completion of the work. The erected structure shall be thoroughly cleaned with moist cloth after completion of work as directed by Engineer-in-Charge. The floor shall be deep cleaned (swept and mopped) removing all the dust generated due to drilling/anchoring of base plates.
- 14) The bidder should submit the details of Panel joining with building along with the offer for all critical point.

## B. FLOORING WORK

1) The floor insulation work shall be carried out as below:

PCC Floor with smooth Level will be provided by the Civil Contractor. Underfloor heating cable as required for frozen chambers (only) shall be laid on PCC floor and shall be covered with screed concrete. Over this screed concrete, the floor PUFF panel shall be laid carefully without damaging the heating cables.

- a) Floor surface shall be cleaned to remove dust, oil, grease etc.
- b) A layer of bituminous primer shall be applied.
- c) Molten bitumen (Grade 85:25) @ 1.2 Kg / Sq. m. on the entire floor shall be applied.
- d) One layer of 1.2 mm thick Hessian Based Self finished Bitumen Felt Type 3 Grade I as vapor barrier shall be applied. The tarfelt shall be applied with molten Bitumen while sticking. The joints of the tar felt shall overlap by 50mm. The joints shall be sealed with molten Bitumen. The tarfelt shall overlap the insulation by at least 50mm on all sides.
- e) Bitumen over tarfelt @ 1 Kg / Sq. m. shall be applied.
- f) PUF slabs of 100 mm ( 50 mm + 50 mm ) in staggered design shall be fixed. The joints shall be sealed perfectly. PUF slab of 50mm in single layer with abovementioned methodology shall be adopted for potato chambers.
- g) The layer of tar felt/ Poly felt over the PUF slabs shall be applied. The joints of tar felt shall overlap by at least 50 mm. The layer of tarfelt /polyfelt over the PUF Slab, the joints of the tarfelt shall overlap by atleast 200mm.

- h) The scope of work includes supply and installation, hence it will be the responsibility to install PUF slab without any damage, if any damage happens during installation and same has to be replaced by the Contractor without any additional cost.

### C. PROPERTIES OF PIR PANEL & PUF SLAB

No.	Parameters	Value	Standard
1	Density	40+/- 2 kg/m <sup>3</sup>	ASTM-D 1622-98
2	Compressive Strength at 10% Deformation (Perpendicular to Rising)	≥110 kpa	ASTM-D1621-94
3	Compressive Strength at 10% Deformation (Parallel to Rising)	≥210 kpa	ASTM-D1621-94
4	Adhesion Strength ( Foam to Steel)	≥100 kpa	ASTM-D1623-78
5	Dimension Stability	+/-2 %	ISO 2796 / IS 11239 (part 2)1985
6	Closed Cell Content	Min. 85%	IS 11239(part 5)1985
7	Thermal Conductivity at 10 deg C mean temp	0.023 W/m.K	ASTM-C518-98 DIN18164
8	( Fire Retarded Foam Chemical ) Not Easily ignitable as per BS : 476 Pt.5 & class .I as per BS: 476 pt. 7 (For Panels)	Self-extinguishing, not easily ignitable	BS 476,BS 4735 IS 11239
9	Water absorption at 100% RH	Max .2 %	ISO 2896
10	Water Vapor Permeability (at 90% RH & 38 deg C)	5.5 ng/pasm	IS 11239-IV-1985
11	Polyurethane foam	CFC and HCFC free	
12	Horizontal Burning Test	less than 25 mm for PIR less than 125 mm for PUF	IS 11239 (part 12)1988
13	Tensile strength	2.5 kg / sqcm	
14	Flexural / Bending strength	3.0 kg/sqcm	
15	Shear strength	2.5 kg/sqcm	

### D. ACCESSOIRIES

Accessories for installation of PIR Panel should be included in the price

- Floor Profile, Flashing and Silicon Sealant to be included in wall panel price.
- Flashing, Silicon Sealant, PIR chemical, Ceiling support system including tie rods price to be included in Ceiling panel price. Quantities will vary as per site condition and final drawings and any variation more than 5% to be brought to notice of client, before proceeding for production.
- Making holes in Purlins by using suitable drill or providing necessary support if the supports are taken from the rafters.

- d) Anchor Fasteners for floor profile
- e) The bidder should consider the cutting of the Panel Doors as per the requirement. The marking of which shall be given by the Insulated Door Vendor. For door cutting sizes, attached tender drawing shall be referred.
- 2) Supplier shall require to calculate the total requirement for the Insulation panels and accessories and submit the offer. (AUTO CAD Drawing are enclosed for their reference) Payment will be made based on actual executed quantity.
- 3) Test Certificates for Density / Sheet Thickness and other insulation panel properties to be provided from the LOT of the panel supplied to this site. BL may send the panel sample to inspection and testing and cost for same will be borne by supplier.

**E. APPROVED 'MAKE' LIST**

Sl. No.	Item	Approved Make
1	INSULATION MATERIAL PIR	LLOYD / METECNO /RINAC/ KINGSPAN-JINDAL
2	INSULATION MATERIAL PUF	LLOYD / METECNO /RINAC/ KINGSPAN-JINDAL





## TENDER DRAWING

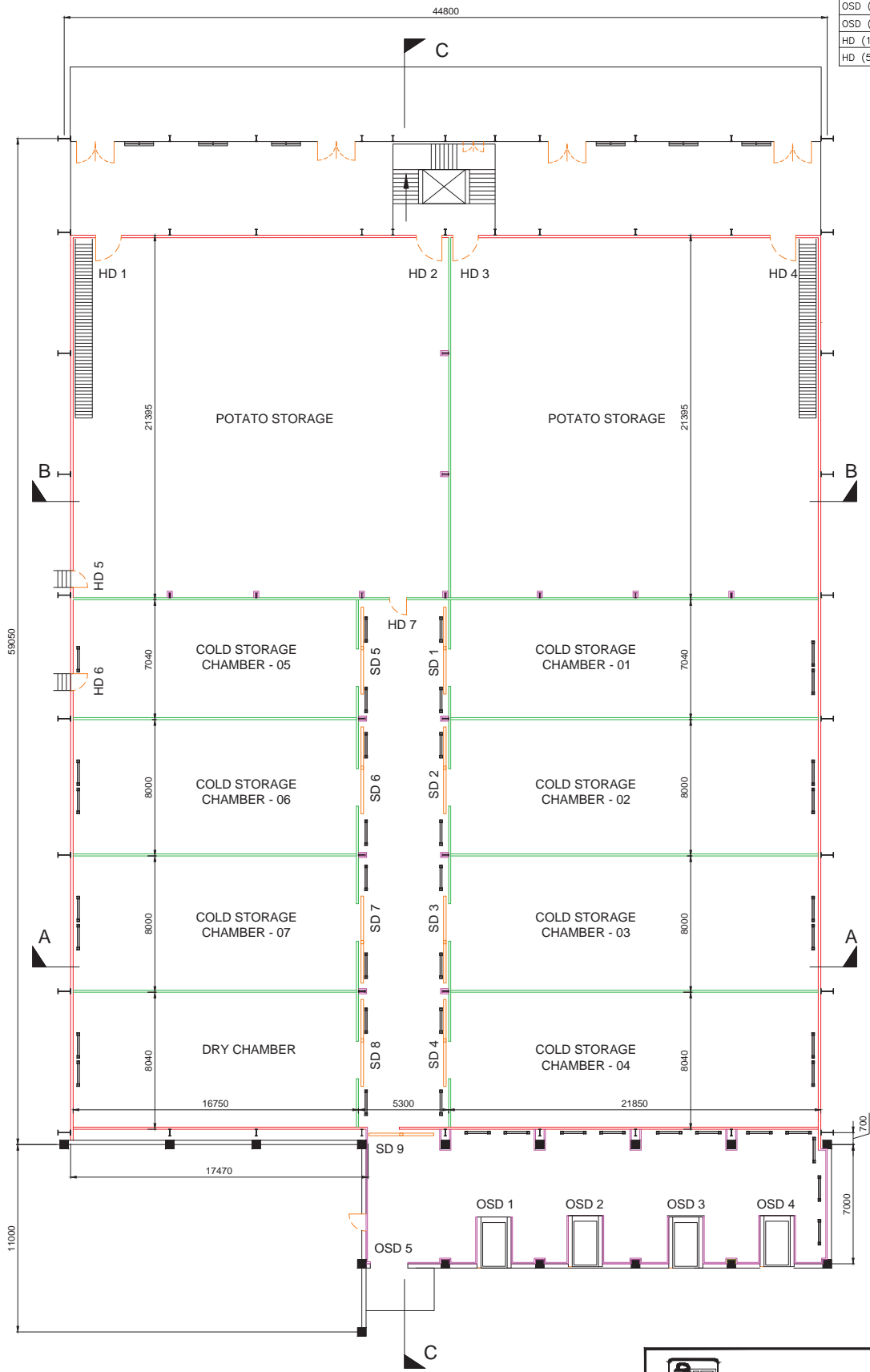
List of Drawings

Sl.No.	Title	Drawing No.	Rev	Date	Sheet No
1	LAYOUT OF INSULATION SYSTEM AT TCW BHUBANESWAR	DRG.NO. EP/TCW/BHUBANESWAR/11	0	29-10- 2019	Sheet 1 of 2
2	LAYOUT OF INSULATION SYSTEM AT TCW BHUBANESWAR	DRG.NO. EP/TCW/BHUBANESWAR/11	0	29-10- 2019	Sheet 2 of 2



SCHEDULE OF OPENING					
DOORS	SIZE (W X H)	THK(MM)	DESCRIPTION	QTY	
SD (1-8)	2200 x 4800	120	SLIDING DOORS	08	
SD (9)	2200 x 4800	120	SLIDING DOORS	01	
OSD (1-4)	2400 x 3000	40	SECTIONAL DOOR	4	
OSD (5)	2200 x 5000	40	SECTIONAL DOOR	1	
HD (1-4)	1500 x 2600	120	HINGE DOOR	4	
HD (5-7)	1000 x 2100	120	HINGE DOOR	3	

- 150mm THK MAIN WALL PANEL  
 150
- 120mm THK PARTITION WALL PANEL  
 120
- 80mm THK WALL PANEL  
 80
- 80mm THK COLUMN CLADDING PANEL  
 80



TENDER DRAWING

LAYOUT PLAN OF INSULATION SYSTEM



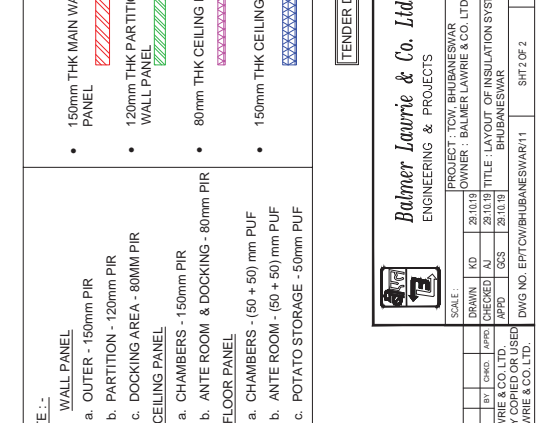
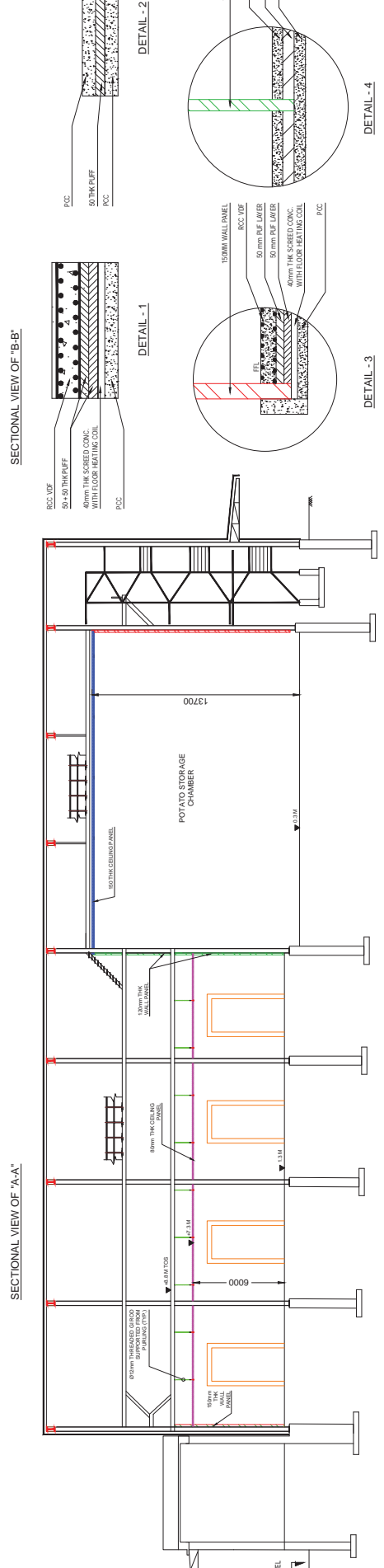
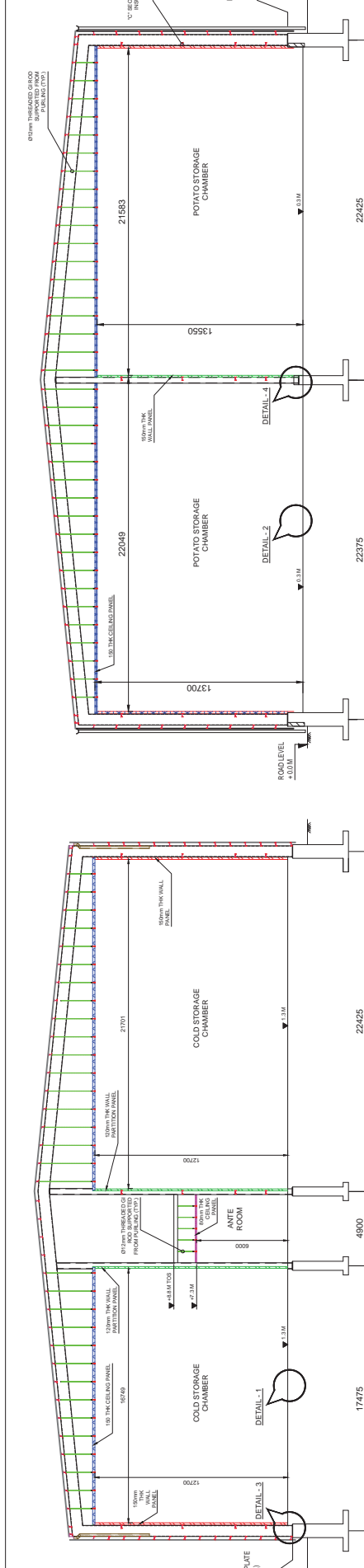
**Balmer Lawrie & Co. Ltd.**  
ENGINEERING & PROJECTS

PROJECT : TCW, BHUBANESWAR  
OWNER : BALMER LAWRIE & CO. LTD; SBU-LOGISTICS

SCALE :	
DRAWN	KD 29.10.19
CHECKED	AJ 29.10.19
APPD	GCS 29.10.19

TITLE : LAYOUT OF INSULATION SYSTEM AT TCW BHUBANESWAR

NO.	DATE	REVISION	BY	CHKD.	APPD.
THIS DRAWING IS THE PROPERTY OF BALMER LAWRIE & CO. LTD. AND SHALL NOT BE DISCLOSED TO A THIRD PARTY COPIED OR USED WITHOUT THE WRITTEN CONSENT OF BALMER LAWRIE & CO. LTD.					



NOTE :-

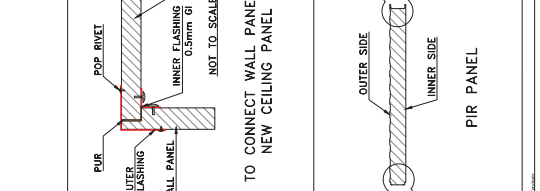
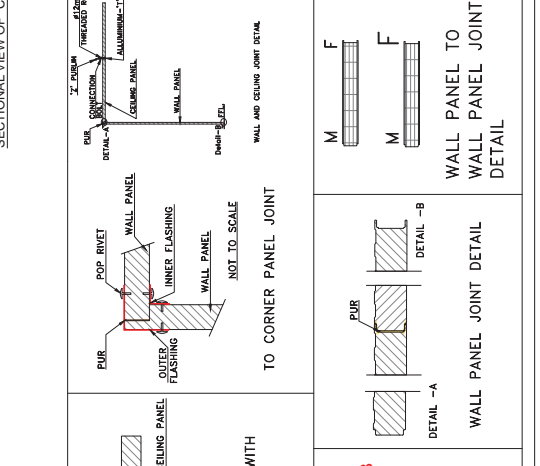
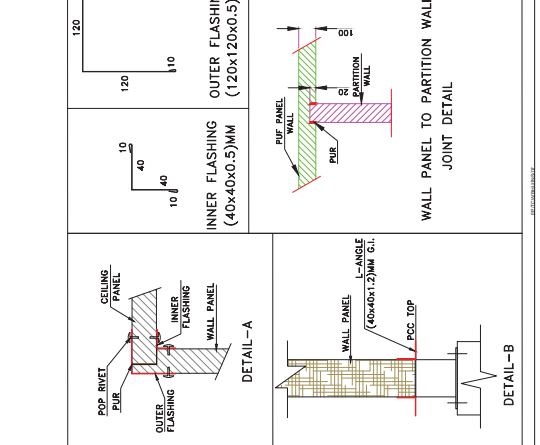
1. WALL PANEL
  - a. OUTER - 150mm PIR
  - b. PARTITION - 120mm PIR
  - c. DOCKING AREA - 80MM PIR
2. CEILING PANEL
  - a. CHAMBERS - 150mm PIR
  - b. ANTE ROOM & DOCKING - 80mm PIR
3. FLOOR PANEL
  - a. CHAMBERS - (50 + 50) mm PUF
  - b. ANTE ROOM - (50 + 50) mm PUF
  - c. POTATO STORAGE - 50mm PUF

150mm THK MAIN WALL PANEL

120mm THK PARTITION WALL PANEL

80mm THK CEILING PANEL

150mm THK CEILING PANEL



TENDER DRAWING

PROJECT - TOW. BHUBANESWAR

OWNER - BALMER LAURIE & CO. LTD. SBL-LOGISTICS

SCALE:

NO.	DATE	REVISION	BY	CHKD.	APPR.

DRAWN | KD | 29.10.19

CHECKED | AJ | 29.10.19

APPD | GS | 29.10.19

TITLE: LAYOUT OF INSULATION SYSTEM AT TOW

BHUBANESWAR

DWG NO. EPTTOW/BHUBANESWAR/11

SHT 2 OF 2

REV:00

BALMER LAURIE & CO. LTD.

ENGINEERING & PROJECTS





**Balmer Lawrie & Co. Ltd.**

(A Government of India Enterprise)

Engineering & Projects

21, Netaji Subhas Road

Kolkata - 700 001

**Design, Supply, Erection & Commissioning of Insulation  
System for Temperature Controlled Warehouses**

at

**IDCO Industrial Estate, Chhattabar, Dist-Khorda, Odisha**

**Tender No. EP/TCW/BHU/INS/07**

**PRICED PART (PART-II)**

**NOTES:**

- 1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Specifications, Drawings and other Tender Documents.
- 2.0 The work shall be carried out as per approved drawings, Specifications and the description of the items in this Schedule and/or Engineer's instructions. Drawings enclosed with these documents are only for providing some preliminary of the work involved.
- 3.0 Items of work provided in this Schedule but not covered in the Specifications shall be executed strictly as per instructions of the Engineer-In-Charge.
- 4.0 Unless specifically mentioned otherwise in the Contract, the Tenderer shall quote for the finished items and shall provide for the complete cost towards power, fuel, tools, tackles, equipment, Constructional Plant, Temporary Work, labour, materials, levies, taxes, transport, layout, re-pairs, rectification, maintenance till handing over, supervisions, colonies, shops, establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the work according to the contract.
- 5.0 The Quantities of the various items mentioned in the Schedule of Items are approximate and may vary or may be deleted altogether. The Supplier, in his own interest, should get an indication of the probable extent of the work to be executed under any particular item in this Schedule before undertaking any preliminary and enabling work or purchasing bought out components related to the work.
- 6.0 Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the Tenderer. In case of illegibility, the rates written in word will be considered final. All entries shall be in English language.
- 7.0 Engineer's decision shall be final and binding on the Supplier regarding clarification of items in this Schedule with respect to the other sections of the Contract.
- 8.0 For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analyzed as follows:  
Rate for extra item = Cost of material including transportation for delivery upto site (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.

**PRICED PART (PART-II)****Tender No. EP / TCW/ BHU /INS / 07**

IN	Item Descriptions	Unit	Qty	SUPPLY		ERECTION		
				Rate (Rs)	Amount (Rs)	Rate (Rs)	Amount (Rs)	
1	<p><b>150mm thick PIR composite sandwich panel 0.50 mm thick 240 Mpa GI sheet having 275 gsm Zinc coating continuous panels having serration on both the sides for peripheral external walls.</b></p> <p>Rate shall be inclusive of all items/features as per specification providing and insulating the Teflon type nuts and bolts and covering the same with flashing from inside by insulated materials and filling with PUF/PIR chemicals. While erection of wall panels proper care is to be taken for alignment of side girts.</p>	SqM	2,625		-		-	
2	<p><b>120mm thick PIR composite sandwich panel with 0.50 mm thick 240 Mpa GI sheet having 275 gsm Zinc coating continuous panels having serration on both the sides for Partition walls.</b></p> <p>While designing the Ceiling Panels, Partition Panels, care must be taken that no ceiling support T's should cross the partition panel from one chamber to the other chamber.</p>	SqM	3,210	<b>NOT TO QUOTE HERE</b>				-
3	<p><b>150mm thick PIR composite sandwich panel with 0.50 mm thick 240 Mpa GI sheet having 275 gsm Zinc coating continuous panels having serration on both the sides for Ceilings.</b></p> <p>The rate shall be inclusive of all items/features as per specification providing, fixing of all the supporting arrangements and all the care to be taken to avoid the condensations e.g. all the tie rods are to be insulated at least 1M by using nitrile rubber insulation.</p>	SqM	2,155		-		-	

4	<b>80mm thick PIR</b> composite sandwich panel with 0.50 mm thick 240 Mpa GI sheet having 275 gsm Zinc coating continuous panels having serration on both the sides for <b>Ante Room Ceiling, Docking Area Wall &amp; Ceiling and Column Cladding</b> . Rate shall include providing requisite supporting arrangements for supporting ceiling panel with tie rods from the primary support of anteroom.	SqM	850		-			-
5	<b>Floor Insulation</b> , unless otherwise specified the rate shall include the following considerations, i) Cleaning the surface of application. ii) Application of bitumen primer iii) Application of one coat of bitumen of grade 85:25 at the rate of 1.20 Kg/SqM iv) A layer of 1.2mm thick hessian based self-finished bitumen felt type 3 grade 1 / 250 micron PVC sheet as vapor barrier shall be applied. The tarfelt shall be applied with molten bitumen. The joints of the tarfelt shall overlap by 50mm. The joints shall be sealed with molten bitumen. The tarfelt shall overlap the insulation by at least 50mm on all sides. v) Bitumen of grade 85:25 @ 1.00 Kg/SqM shall be applied. vi) The layer of tarfelt /polyfelt over the PUF Slab, the joints of the tarfelt shall overlap by atleast 200mm.				<b>NOT TO QUOTE HERE</b>			-
5.1	<b>100mm thick PUF (50+50)</b> in 2 layers for floor insulation in all the cold room chambers.	SqM	1,380		-			-
5.2	<b>50mm thick PUF</b> in single layer for floor insulation in Potato Storage room and wherever required as per the instruction.	SqM	940		-			-
6	<b>Sub-total</b>				-			-
7	<b>Sub Total (Supply + Erection)</b>							-
8	GST (% bidder to change if required)			18%	-	18%		-
9	<b>Grand Total with GST</b>				-			-

10	Grand Total with GST (Supply+Erection)			-
11	Grand Total with GST (Supply+Erection) in words	Rupees.....		

Note :

- 1) Please fill up, sign, stamp, scan and upload the abovementioned Price Bid in bid common form in e-procurement portal of Balmer Lawrie.

Name of the Bidder :

Signature :

Seal of the

Company :

Date :