



**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 of Freight-Elevator (Goods Lift)**

फ्रेट-एलेवेटर (माल लिफ्ट) की आपूर्ति और निर्माण)

at (पर)

**IDCO Industrial Estate, Chhatabar, Dist-Khurda, Odisha**  
(IDCO औद्योगिक एस्टेट, छत्ताबर, जिला-खुर्दा, ओडिशा)

**Tender No. EP/TCW/BHU/LFT/16R**

**Tender Date: 17.12.2020**

**Due Date: 24.12.2020, 16:00 Hrs**

**UNPRICED PART (PART-I)**

**TENDERER'S CHECKLIST POINTS**

Tenderer shall require filling in the table below appropriately:

<b>Sl No.</b>	<b>Submission of Document</b>	<b>Bidder's Confirmation/Submission (Yes / No)</b>
1	Earnest Money Deposit	
2	120 days validity of the offer	
3	Audited Annual Reports (for past three years ending March 2019)	
4	Copy of Work Order and Completion Certificates /Commissioning report/handing over report for similar job as per Pre-qualification Criteria	
5	Copy of Power of Attorney of the Signatory	
6	PAN	
7	Valid Authorisation letter from manufacturer (applicable for dealers)	
8	GSTIN Registration	
9	Valid MSE or NSIC certificate as per tender if applicable	
10	Compliance of HSE Requirements	
11	<b>Price Schedule</b> in Un-priced Bid duly blanked out and signed	
12	<b>Tender Document</b> (along with addendum if any) duly signed and stamped on all pages	
13	<b>Price quoted</b> strictly as per Tender price schedule	
14	<b>Payment Terms</b> in compliance to tender requirement	
15	<b>Completion Period</b> in compliance to tender requirement	
16	<b>LD clause</b> in compliance to tender requirement	
17	<b>Warranties and Guarantee</b> in compliance to tender requirement	
18	All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document	
19	<b>Technical Specification checklist points duly filled in</b>	

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

**Bidder's Information**

<b>Sl no.</b>	<b>Description</b>	<b>Details to be filled up by Bidder</b>
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. CONDITIONS OF CONTRACT**
- 3. TECHNICAL SPECIFICATION**
- 4. TENDER DRAWING**

**PRICED PART (PART II)**

- 1. SCHEDULE OF WORK**

**NOTICE INVITING TENDER****Tender No. EP / TCW / BHU / LFT / 16R**

1.0 Balmer Lawrie & Co. Ltd. (BL) invite **ONLINE BIDS** from experienced, competent and resourceful suppliers with sound technical and financial capabilities for Supply of one (1) Freight Elevator ( Goods Lift) at Temperature Controlled Warehouse being set up at IDCO Industrial Estate, Chhatabar, Dist-Khurda, Odisha.

2.0 **SCOPE OF WORK**

The scope of work under this tender covers design, manufacture, testing, inspection, painting, proper packing, transportation, delivery at site, unloading, safe storage of materials at site, erection, trial-run, commissioning, providing free maintenance service throughout defect liability period for one (1) Freight Elevator ( Goods Lift) with accessories including supply of labour for erection & commissioning, tools tackles, consumables at Temperature Controlled Warehouse being set up at IDCO Industrial Estate, Chhatabar, Dist-Khurda, Odisha as mentioned in unpriced BOQ/Schedule of Work, Technical Specification and drawing.

3.0 **COMPLETION PERIOD**

Time is the essence of the contract. The time schedule for completion of total work shall be **4 (Four) months** from the date of placement of order or **1 (One) month** from the date of handing over of site for starting of erection whichever is later.

4.0 **EARNEST MONEY DEPOSIT**

Unpriced Part of the Bid should be accompanied by a Demand Draft of **Rs 4,000.00 (Rupees Four Thousand Only)** towards Earnest Money Deposit (EMD) in favour of M/s Balmer Lawrie & Co. Ltd. payable at Kolkata.

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. However, attested/Notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.

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 of the tenderer shall be minimum of **Rs 10 Lakhs** during last three financial years ending 31<sup>st</sup> March, 2019.

5.2 The bidder must have supplied at least 2 (two) nos of hydraulic freight elevator (goods lift) of minimum capacity 2000 Kg in the past 7 years ending last day of month previous to the one in which the tender is invited.

Copy of Purchase orders and completion certificates / commissioning report/handling over report from the owner/ consultant should be enclosed as supportive documents.

5.3 Tenderer must have PAN, GSTIN registration, Copy of the same shall be submitted along with techno commercial offer.

5.4 The bidder must submit filled up technical specification without any deviation along with their bid.

## 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, Condition of Contract, Technical Specification and Drawings. The Priced Part consists of Priced Schedule. Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if any, from Sk Abu Jafor, Manager. 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>			
<b>Contact Person</b>	<b>E-Mail ID</b>	<b>Tel. No.</b>	<b>Days</b>
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 clause no. 2.0 of 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**

All taxes and duties other than GST shall be included in the quoted rates. GST shall be quoted separately at applicable rate in the price bid format.

#### 10.0 **PAYMENT TERMS**

Payment terms shall be as follows:

- i) 70% of basic value and 100% tax shall be paid after receipt of materials at site in good condition.
- ii) 20% of basic value shall be paid after successful installation, testing & commissioning of conveyor.



- iii) Balance 10% shall be withheld as retention money for a period of 12 Months from the date of successful completion of work. The supplier can also replace cash retention through submission of Bank Guarantee of equivalent amount which shall remain valid till end of defect liability period of 12 months.

Payment after necessary deductions, taxes etc shall be released within 45 days from the date of certification of Engineer-in-Charge.

**For AMC**

AMC charge will be paid pro-rata basis based on quarterly invoices raised after completing the inspection/maintenance calls and submitting the inspection report duly verified by the Operation-in-Charge.

Security Deposit, Liquidated Damage & Performance Guarantee clauses are not applicable for AMC.

**11.0 NON-CONFORMANCE**

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

**12.0 VALIDITY OF OFFER**

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

**13.0 DEVIATION**

Bidders shall require to submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and shall not stipulate any deviations. Bidders are advised to write to the tender issuing authority for any deviation they wish to take well before the due date of submission of tender.

**14.0 BASIS OF EVALUATION**

Bidders will be selected through evaluation of their Unpriced Bids based on fulfilment of pre-qualification criteria i.e. submission of all required PQ documents and other required documents, EMD/MSE Certificate as per the instructions contained in the tender document. Price Bids will be opened only for the bidders whose Unpriced Bids (Part-I) are found to be acceptable. It is mandatory to quote for all the items. L1 Bidder will be determined based on total basic amount comprising of all items **excluding AMC**.

**15.0 COMMISSIONING / AFTER SALES SERVICE DURING GUARANTEE PERIOD**

The vendor shall be responsible for the successful commissioning of the materials. They shall also depute their technical personnel for attending to any defects during Guarantee / Warranty period.

During the period of guarantee the vendor's representative will visit the plant as required for sorting out any operational problems without any charges. Servicing of bought out items would be the sole responsibility of the vendor without any extra cost.

**If the Supplier does not provide satisfactory service during defect liability period, retention money shall not be released or PBG shall be encashed (as the case may be).**

NOTE : Bidder to note that after sales service centre shall be located nearer to Site, preferably within a radius of 500KM.

#### 16.0 **RATES AND OTHER ENTRIES**

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

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

- 17.1 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.
- 17.2 Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.
- 17.3 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.
- 17.4 Tender if submitted through e-mail or fax shall be summarily rejected.
- 17.5 Hard copy of Price Bid should not be submitted in the envelope containing Un-priced documents failing which the bid will be summarily rejected.
- 17.6 **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 from Sk Abu Jafor, Manager, Mob:7893422855 (from 10.00AM to 06.00PM, Monday - Friday).

for **Balmer Lawrie & Co. Ltd.**

**गौतम चन्द्र साहा**

Goutam Chandra Saha

प्रमुख (इंजीनियरिंग और परियोजनाएं)

Head (Engineering & Projects)

## CONDITIONS OF CONTRACT

### 1.0 DEFINITIONS

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

- 1.1 The "Owner/Client" shall mean **M/s Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.
- 1.2 The "Project" shall mean **"Supply and Erection of one (1) Freight Elevator/Goods Lift" for proposed Temperature Controlled Warehouse at IDCO Industrial Estate, Chhatabar, Dist-Khurda, Odisha.**
- 1.3 The 'Engineer-In-Charge'/'Engineer' shall mean the Engineer /Officer authorized by the 'Owner' for the purpose of the contract for overall Supervision and Co-ordination of site activity and certification of billing.

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

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

- (i) Hard copy of Un-priced Tender Document duly filled in, stamped and signed by the Tenderer as prescribed in different clauses of Tender documents. **No hard copy of priced bid shall be submitted.** Priced bid shall only be submitted online. The price bid file in .xls format shall be downloaded from the website. Bidder to fill in their item-wise rates in that file, print stamp, sign, scan and upload the same. Basic Price without GST (without AMC) shall be entered as 'Project Contract Total' while uploading price bid. **Hard copy of price bid shall not be submitted.** Submission of Price Bid in hardcopy by any bidder will lead to cancellation of their bid.
- (ii) Earnest money amounting to and in the manner specified along with the Un-priced bid.
- (iii) Photo copy of Power of Attorney or authorisation or any other document consisting of adequate proof of the ability of the signatory to be submitted.
- (iv) Similar work done in past Seven years by the tenderer with copy of work orders and completion/commissioning certificate/ handing over report from the client/ consultant appointed by the client.
- (v) Audited annual reports for last three financial years.
- (vi) PAN and GSTIN registration

- (vii) Technical specification duly filled in.
- (viii) Any other documents required in terms of this tender.

### **3.0 SECURITY DEPOSIT**

- (i) On acceptance of the Bid, Bidder 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 form:
  - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma enclosed and shall be valid at least sixty days after the completion of work.
- (ii) If the Bidder 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 his 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 to successful bidder after completion of job.

### **4.0 TESTING & INSPECTION**

- (i) The material, design and workmanship shall satisfy the relevant Indian & international 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 Supplier.
- (ii) The owner reserves the right to inspect the Equipment at Tenderer's works by them or through a third party nominated by the Owner. Tenderer will provide all assistance to Owner's inspector in carrying out such inspection at Tenderer's works free of any charges.

### **5.0 PERFORMANCE GUARANTEE:**

#### **5.1 Performance Guarantee:**

- a) The Supplier shall guarantee that the equipment 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 Supplier 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 Supplier 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. Performance Bank Guarantee shall be issued by any Nationalized / Scheduled Bank on basic value of material supplied and shall remain valid for above guarantee period.

## 5.2 **Warranty:**

The Supplier will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to them in writing within the Defect Liability Period Promptly at free of cost. The Supplier will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/ or replaced.

## 6.0 **SITE PARTICULARS**

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

The work will be carried out at following address:

Temperature Controlled Warehouse  
Balmer Lawrie & Co. Ltd.  
Chhatabar, Dist-Khurda, Odisha, India  
Contact Person for Site Visit: Mr Purnendu Das, Manager (Mob 62890 90838/ 98368 09371)

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

## 7.0 **SUPPLY OF MATERIAL**

- 7.01 All materials required for the work shall be supplied by the Supplier. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Supplier. All incidental expenses, loading, unloading, transportation, handling etc. shall be

the responsibility of the Supplier and cost towards such expenses should be included in the finished item rates.

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

## 8.0 LIQUIDATED DAMAGE (LD)

- (i) If the Supplier is unable to complete the delivery 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 delivery and shall recover from the Supplier'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 the basic contract value**.
- (ii) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by the owner on account of delay/ breach on the part of the SUPPLIER and the said amount will be payable to the Owner without proof of actual loss or damage caused by such delay/breach by the Owner.
- (iii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to get the remaining equipment at the risk and cost of the Supplier, in the event of his failing to complete the Supply within the stipulated time or in the even progress of Supplier's work is behind schedule, as judged by the Engineer-in-Charge.
- (iv) Then the Engineer-in-Charge upon receiving necessary approval from competent Authority may in writing make a fair and reasonable extension of delivery time for completion of the Supplies as per provision provided further that the Supplier shall constantly use his best endeavour to the satisfaction of the Engineer-in-Charge to proceed with the Supplies. Nothing herein shall prejudice the rights of the Supplier under clause herein above.
- (v) The Supplier may seek time extension for delay or anticipated delay for reasons not attributable to them and in such case time extension may be given without imposition of LD subject to satisfaction of the Engineer-in-Charge.

## 9.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration & 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 therefore 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.

#### **10.0 FORCE MAJEURE**

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

#### **11.0 REVISION / CHANGES / QUANTITY VARIATION**

- (i) Owner may make in writing any revisions or changes in the purchase order, including additions or deletions from the quantities ordered in the specifications or drawings. The Supplier shall carry out such revision / changes and be bound by the same terms and conditions to the extent applicable, though the said revisions/ changes were not incorporated in the initial order.
- (ii) Owner reserves the right to increase or decrease the tendered quantity to any extent or replace specification, drawing, design of any or every item or delete them out at any stage of the work. The Supplier's claim for compensation or damages on account of this shall not be entertained. Such deviation shall be adjusted at the rates contained in the order/ contract or by issuing variation order(s) at the prevailing market rates, if the rates are not available in the order/ contract.

#### **12.0 SUB-LETTING OF WORK**

The Supplier shall not sublet or assign this order/ contract or any part thereof without the written permission of the Owner. In the event of the Supplier's sub-letting or assigning this order/ contract or any part thereof without such permission the Owner shall be entitled to cancel the order/ contract and to purchase the equipment / material elsewhere on the Supplier's account and risk and the Supplier shall be liable for any loss or damage which the Owner may sustain in consequence of or arising out of such purchase.

#### **13.0 EXTRA ITEMS OF WORK**

During the course of execution of the work, should the Supplier come across items of work which are not covered under the Schedule of Rate or not included therein, the Supplier 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.



Supplier shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

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

Rate for extra item = Cost of material including transportation till 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.

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

(i) If the Supplier 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 Supplier (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 Supplier.

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 Supplier thereunder.

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

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-In-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or

- d) has 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
- e) 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 Supplier requiring the Supplier to observe or perform the same, or
- f) has to the detriment of good workmanship or in defiance of the Engineer-In-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- g) has failed to comply with the Engineer-In-Charge's instructions, or
- h) has in the opinion of the Engineer-In-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-In-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Supplier 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 Supplier 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 Supplier in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Supplier. 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 Supplier and the Supplier shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other Supplier 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 Supplier to remove his surplus materials and plant and should the Supplier fail to do so within the period of 14 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the Supplier for the amount realized. The Engineer-In-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the owner, the expense or loss which the owner shall have been put to in procuring the works to be completed and

the amount, if any, owing to the Supplier and the amount which shall be so certified, shall thereupon be paid by the owner to the Supplier or by the Supplier 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 Supplier 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 Supplier shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Supplier 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.
- (i) Should the Contract be determined under sub-clause of this clause and the Supplier 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 Supplier.

## **15.0 WATER & POWER**

Construction Power will be provided by the owner free of cost. Construction water shall be arranged by the Supplier.

## **16.0 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) Supplier shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Supplier 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, Supplier may contact Owner for further details.

- (v) Supplier 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.

## **17.0 INSURANCE**

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

### **Employee's Compensation and Liability Insurance:**

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

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

## **18.0 HSE REQUIREMENTS BY SUPPLIERS**

### **Housekeeping**

Suppliers 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 Supplier.

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

### **Confined Space**

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

As minimum Suppliers must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place

- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined space is provided.

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

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

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **Working at Height**

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

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

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

### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- v) Ladders shall be maintained free of oil, grease and other slipping hazards
- vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Lifting Operations**

**Cranes and Hoisting Equipment**

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

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

**Lifting Equipment and Accessories**

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

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

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

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

**Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

**Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

**Electrical Safety**

Prior to undertaking any work on live electrical equipment the Supplier must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Supplier Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

### **Hot Works**

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

### **Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Supplier shall assign a competent Supplier 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 Supplier Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.



**Environmental Requirements****Waste Management**

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

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

**Spills**

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

**Emissions**

The Supplier shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

**BANK GUARANTEE  
(PERFORMANCE)**

Letter of Guarantee No.

Dated : the            day of

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

WHEREAS Balmer Lawrie & Co. Ltd. (local address), ..... an existing company  
within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji  
Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being  
No.            dated            (hereinafter referred to as "the said Tender") for (set out  
purpose of the job) and pursuant thereto Messrs/ Mr.            .....(set out  
full name and address of the Supplier) (hereinafter referred to as "the Supplier" which term or  
expression wherever the context so requires shall mean and include the partner or partners of the  
Supplier 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 Supplier 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 Supplier for (set out purpose of the job).

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

Contd....2/-

[ 2 ]

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Supplier, we ..... (set out the full name of the Bank) the Bankers of the Supplier 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 Supplier 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 Supplier or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Supplier.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

Contd....3/-

[ 3 ]

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

Place :

Date :

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

Balmer Lawrie & Co. Ltd.  
Kolkata- 700 001

Dear Sir,

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

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

- 3 We, ..... (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. .... (set out full name of the Supplier) 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 Supplier and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. .... (set out full name of the Supplier), or to extend time of performance by Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Supplier 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 Supplier 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.

Contd.....2/-

[ 2 ]

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 Supplier), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,
5. Our liability under this guarantee is restricted to Rs. .... (Rupees ..... only).
6. Our guarantee shall remain in force and effect until ..... (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. .... (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, ..... (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.
7. We , ..... (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, ..... (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the ..... day of Two Thousand and Twenty granted by the Bank.

Yours faithfully,

Dated : ..... (Place)

.....(Date)

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

<b>TECHNICAL SPECIFICATION</b>			
	<b>Parameter</b>	<b>Owner's requirement</b>	<b>Bidder's Confirmation</b>
1.0	Item	Hydraulic Goods Lift for Lifting 50 Kg Potato bags	
2.0	Quantity	1 (One) Complete unit with G +2 Floors	
3.0	Type	Hydraulic, Double Cylinder, Goods elevator with Steel fabricated structure.	
4.0	Lifting Capacity	2000 Kg (working load)	
5.0	Lifting Height	8.6M	
6.0	Duty & Service	Class 2 duty, Indoor service	
<b>CAR EQUIPMENT</b>			
7.0	Outer Structure area	2.5M(W) X 2.0M(D) X 10.5M (H) (centre to centre of I beams, please refer drawing.	
8.0	Minimum Car Size	1.6 M (W) X 1.6 M (D) X 1.8 M (H)	
9.0	Cabin Panel	MS-4mm sheet Cabin (3-sides closed, front side open)	
10.0	Cabin Flooring	Chequered Plate (heavy duty PVC mat to be firmly fixed with plate)	
11.0	Structure	Vertical column to be made of mild steel. For smooth functioning, car shall be lifted in T-guide rail with fiber grip. CI Pulley System shall be provided for rope moving. Car Frame shall be provided with clutch break for any rope breakdown. Wire Rope Make – Usha Martin	
12.0	Outer Structure	50mmx50mm GI weld mesh fitted with structural frame to be provided in all floors	
13.0	Structure Support	Please refer tender drawing. All structural support required for installation and operation shall be provided by the tenderer	
14.0	Painting	All MS structural members/ MS sheet etc shall be cleaned by shot blasting to SA 2 1/2 to remove dirt, grease, oil, loose mill scale. Two shop coats of Epoxy Zinc Phosphate Primer of minimum 30-micron DFT each and Two shop coats of Finishing paint of high build Epoxy	

		polyimide of minimum 30 microns DFT each as per approved shade. Minimum total paint thickness is 120-micron DFT.	
15.0	No. of Stops/Serving Station	3	
16.0	Operation	Ground Floor, 1st Floor & 2nd Floor through Push Button Station. 2 Nos Push buttons for each floor shall be provided.	
17.0	Speed	10M to 15M per minute	
18.0	No. of Collapsible Gates	4 (One on cage & one each on every floor)	
19.0	Buffers	4 Nos. heavy duty spring buffers, concealed in heavy duty metal casing shall be provided	
20.0	Controller	Microprocessor Based Control System	
21.0	Car Fixtures	Flush mounted one touch floor push buttons for all floors with call registration in red glow, stop, emergency alarm	
22.0	Landing Fixtures	Flush mounted one touch floor push buttons with call registration in red glow	
23.0	Hydraulic Cylinder & Piston	2 nos made out of imported honed tubes and fitted with grounded hard chrome plated shaft & polyurethane seals of 'HALLITE' UK or equivalent make	
24.0	Gate Safety	All gates shall be fitted with safety switches and mechanical interlocking arrangement to ensure that all the gates are closed before operating the lift.	
25.0	Limit Switch	Roller lever type heavy duty floor limit switch on each floor and 1 no. additional over hoisting and over lowering rotary gear type limit switch	
26.0	Hydraulic Power Pack consists of	Electric Motor of required capacity 3 Phase, AC 415V, 50 Hz, "NGEF" or "CROMPTON" / Equivalent Make	
		Poppet, Relief & Flow Control Valves 'Hydra Force" or reputed Make	
		Pump "DOWTY" / Equivalent Make	
		High Pressure Hydraulic Hose W.P. 275	
		Oil Level Indicator	
		Breather and Filter	
		Pressure Gauge	
		Other if any, Vendor to specify	



27.0	Control Panel should consist of	Up & Down Push Buttons	
		Single phase Preventer.	
		Door Open & Running Indication	
		Overload relay	
		Emergency Stop Switch in each landing panel	
		MCB make :ABB/L&T/Havells	
		Other if any, vendor to specify	
28.0	Safety Features should consist of	During power failure or hydraulic valve failure the car should freeze instantaneously.	
		Hydraulic Power pack shall be fitted with non-return valve and solenoid poppet valve to prevent the car coming down in case of power failure.	
		Relief valve fitted on the power pack should not allow any overloading beyond 10% of its rated capacity to avoid any structural damage due to overloading of the car.	
		Limit switches shall be provided to prevent over shooting of the car beyond its maximum lift height.	
		In case of limit switch failure hydraulic relief valve shall prevent the car from overshooting its maximum lift height	
		Manually operated lowering valve arrangements shall be provided to bring down the car in case of power failure	
		Automatic Rescue Device: During Power Failure, lift will automatically halt to down next immediate floor available for safe exit.	
		Car Door Safety: Lift will stop, if any time between the motion car doors will be or kept open. If door is not closed, lift shall not operate.	
		Landing Door Safety: Lift will stop, if any time between the motion landing doors will be or kept open. If door is not closed, lift shall not operate.	

		Other if any, vendor to specify.	
29.0	G.A. Drawing at the Proposal Stage	Vendor to enclose with the offer	
30.0	QAP	Vendor shall submit the QAP to the owner for approval. Inspection will be carried out based on approved QAP.	
31.0	Inspection	Owner will engage Third Party Inspection agency TUV/SGS/BVS for carrying out inspection at Supplier's works. The Supplier shall maintain all documents such raw materials test certificates, challans of bought out items etc. for reviewing by TPIA as per QAP.	
32.0	Load Testing	The vendor shall carry out load testing after successful installation & testing at site. Load for full load testing shall be arranged by the Supplier.	
33.0	First Fill of grease, oil and lubricants	All first fill such as grease, oil, lubricants including of hydraulic oil 68 (atleast 1 drum or as required whichever is more) shall be included in the scope.	
34.0	Certification	Certification of the goods lift by Chartered Engineer/ or any reputed TPIA as per statute shall be provided. It shall be valid throughout the defect liability period.	
35.0	Tools and tackles	All tools and tackles for carrying out installation work shall be included in the scope.	
36.0	Power Supply	Owner shall provide 3 phase power supply at one location only for operation of the lift. The supplier needs to do all internal wiring.	
37.0	Erection, Testing & Commissioning	Unloading of materials at site, safe storage of materials at site, site-shifting, arranging necessary scaffolding, crane/hydra as required for unloading, erection, testing, commissioning and handing over of the goods lift to Owner with supply of required manpower, labour, erection tools and tackles, consumable etc. are under the scope of the tender. The supplier shall provide free maintenance service throughout defect liability period.	

**Owner's Scope:**

- 1) Temporary Power Supply shall be provided at site free of cost. However, the supplier shall make arrangement for necessary cables, MCB etc . for taking the power from owner's source.
  
- 2) RCC & Civil work

**TENDER DRAWING**

<b>Sl.No.</b>	<b>Title</b>	<b>Drawing No.</b>	<b>Rev</b>	<b>Date</b>	<b>Sheet No</b>
1	FREIGHT ELEVATOR	DRG.NO. EP/TCW/BHU/FE/16	0	06-10-2020	Sheet 1 of 1



## **Balmer Lawrie & Co. Ltd.**

(A Government of India Enterprise)

Engineering & Projects

21, Netaji Subhas Road

Kolkata - 700 001

**Supply & Erection of Freight-Elevator (Goods Lift)**

**फ्रेट-एलेवेटर (माल लिफ्ट) की आपूर्ति और निर्माण)**

**at (पर)**

**IDCO Industrial Estate, Chhatabar, Dist-Khurda, Odisha**

**(IDCO औद्योगिक एस्टेट, छत्ताबर, जिला-खुर्दा, ओडिशा)**

**Tender No. EP/TCW/BHU/LFT/16R**

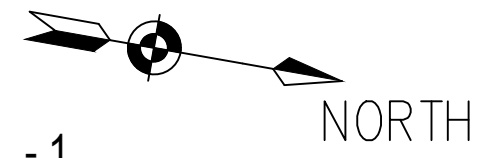
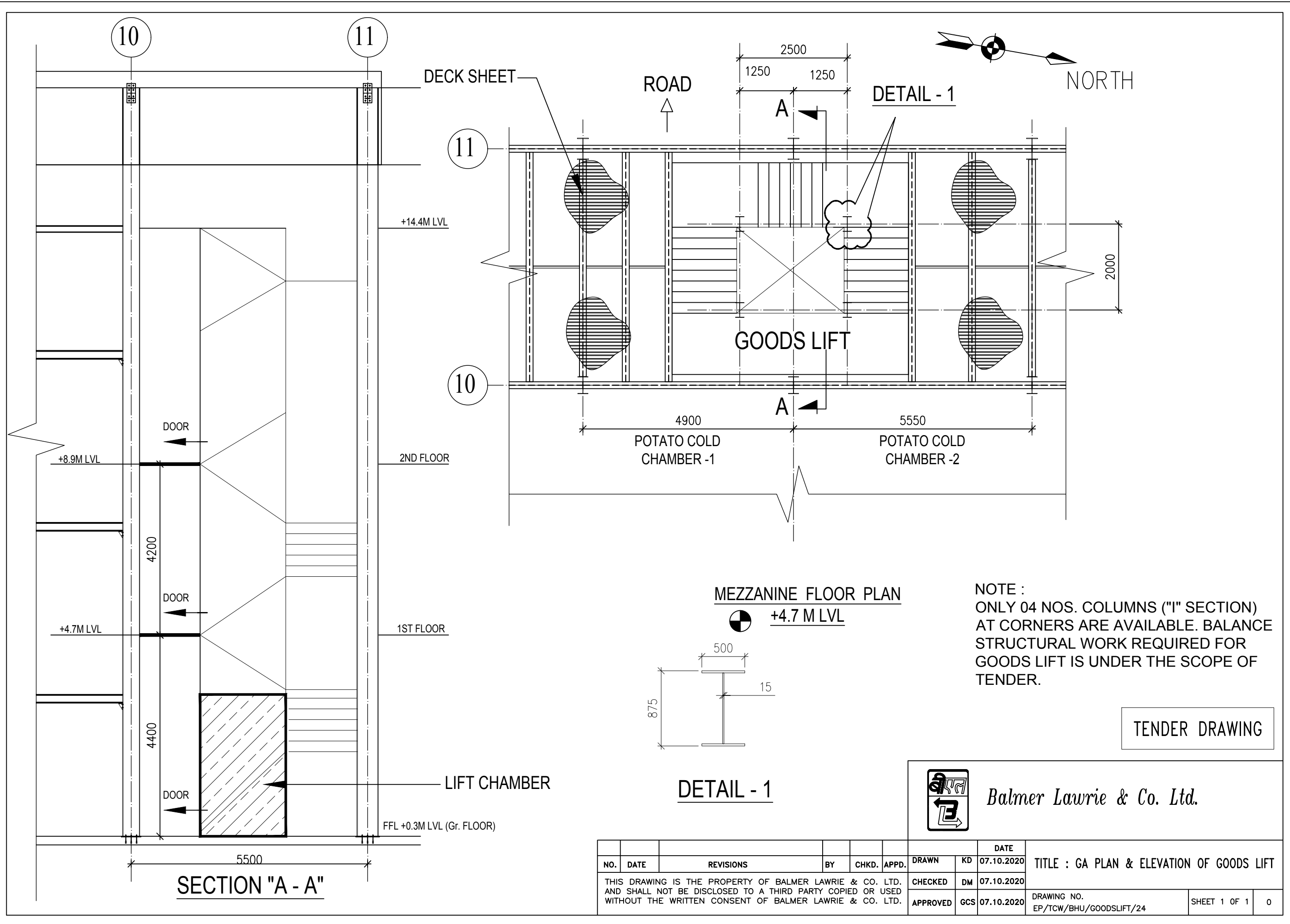
**PRICED PART (PART-II)**

**NOTES:**

- 1.0 Details of the items under this Schedule shall be read in conjunction with the corresponding Design Basis Specifications, Technical Schedule, 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 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.
- 5.0 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.
- 6.0 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 in e-procurement portal of Balmer Lawrie.
- 7.0 Status of the bidders will be decided based on '**BASIS OF EVALUATION**' clause of NIT.
- 8.0 Bidders shall check and change rate of GST as required while submitting their bid.
- 9.0 It is mandatory to quote for all the items of Schedule of Work/ Price Schedule. If any bidder does not quote for any item, their bid will be rejected.
- 10.0 Bidders shall not change the unit or quantity of any item failing which may lead to cancellation of price bid.

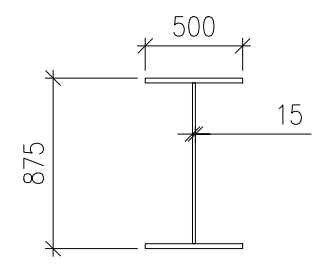
<b>Schedule of Work</b> <b>Supply of Freight-Elevator (Goods Lift) at</b> <b>IDCO Industrial Estate, Chhattabar, Dist-Khurda, Odisha</b>					
Tender No. EP / TCW/ BHU /LFT/ 16					
Sr. No.	Particulars	Qty	Unit	Rate (Rs)	Amount (Rs)
	Design, Engineering, supply of material, fabrication, assembly, inspection, painting proper packing, transportation, covering the materials under transit insurance, delivery at site, unloading, safe storage of materials at site, erection, testing & commissioning of 2T Freight Elevator along with accessories as set out in the tender schedule, technical specification attached and standard codes. ( The quoted rate shall include 1-year free maintenance services during defect liability period )				
<b>A</b>	<b>TOTAL (Basic)</b> -Status of Bidders will be decided on this.	1	LS		
<b>B</b>	<b>GST (Bidder to mention in %)</b>				
<b>C</b>	<b>TOTAL with GST (A+B)</b>				
	<b><u>AMC</u></b>				
<b>D</b>	<b>AMC Cost (Basic)</b> for a period of one year after the defect liability period except cost of spare and consumables.	1	LS		
<b>E</b>	<b>GST on AMC (Bidder to mention in %)</b>				
<b>F</b>	<b>TOTAL with GST (D+E)</b>				

**BIDDER NOT TO  
QUOTE HERE**



**MEZZANINE FLOOR PLAN**

● +4.7 M LVL



**DETAIL - 1**

NOTE :  
 ONLY 04 NOS. COLUMNS ("I" SECTION)  
 AT CORNERS ARE AVAILABLE. BALANCE  
 STRUCTURAL WORK REQUIRED FOR  
 GOODS LIFT IS UNDER THE SCOPE OF  
 TENDER.

TENDER DRAWING



*Balmer Lawrie & Co. Ltd.*

NO.	DATE	REVISIONS	BY	CHKD.	APPD.	DRAWN	KD	DATE	TITLE : GA PLAN & ELEVATION OF GOODS LIFT
								07.10.2020	
						CHECKED	DM	07.10.2020	
						APPROVED	GCS	07.10.2020	
								DRAWING NO.	
								EP/TCW/BHU/GOODSLIFT/24	
								SHEET 1 OF 1	0

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 AND SHALL NOT BE DISCLOSED TO A THIRD PARTY COPIED OR USED  
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**SECTION "A - A"**