



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

## **Electrical distribution system renovation along with replacement of DG set & AMF panel with buyback of old DG set & AMF panel**

**At**

**Balmer Lawrie & Co Ltd**  
**9B Queen's Park, Kolkata 700019**

**Tender No. : [BL/HR/ADM/ELEC9B/LT/201920/0031](#) Dated 26-02-2020**

**Due Date: 09<sup>th</sup> March 2020 AT 6.00 PM**

**PART - I**  
**(UNPRICED PART)**

## **LIST OF CONTENT:**

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

NOTICE INVITING TENDER

CONDITION OF CONTRACT

TECHNICAL SPECIFICATION

### **PRICED PART (PART II)**

SCHEDULE OF WORK

## NOTICE INVITING TENDER

**Tender No. [BL/HR/ADM/ELEC9B/LT/201920/0031](#) Dated 26-02-2020**

**M/S BALMER LAWRIE & Co LTD** invites Online Bid from registered electrical agencies only for the job captioned in subject at **Balmer Lawrie & Co. Ltd at 9B Queen's Park, Kolkata – 700019.**

### **SCOPE OF WORK**

The scope of the contract shall comprise of renovation of electrical distribution system and supply-installation testing commissioning of one new 125Kva DG set along with its AMF panel and also buyback of old & existing DG set and AMF panel using necessary materials, labours, supervisory staff with erection tools and consumables etc. at 9B Queen's Park, Kol- 19.

**(a) Renovation - Replacement:** - Dismantling old DG set along with its distribution system through AMF panel, earth pit etc. and supply, installation, testing, commissioning of new DG set, AMF panel, entire distribution system in synchronization with CESC power and also construction-commissioning of earth pit as per design.

**(b) Removal of Dismantled Material:** - All the dismantled material that is not being retained is redundant to Balmer Lawrie & the contractor agrees to take the subject materials elsewhere for use if any to him. Salvage value to be considered by the successful bidder and the net price quoted shall take consideration of reduction on account of this material. This Salvage value is to be quoted separately.

**(c) Disposal:** All items that are replaced will need to be taken away from site within 07 days of its dismantling with prior information to Balmer Lawrie with the complete list of such items. Salvage value for all such dismantled materials shall be quoted in the BOQ and net contract price arrived post reduction of the same.

### **SITE VISIT**

The intending bidders must visit the work-site at 9B Queen's Park, Kolkata-700019 for assessing the scope of the work and familiarize themselves thoroughly with the site conditions before submitting their offer.

### **COMPLETION TIME**

**Time is essence of the contract. Time schedule for the total work is (4) four months from the date of placement of Work Order or, handing over of site, whichever is later.**

### **PRE-QUALIFICATION CRITERIA**

Average annual financial turnover of the tenderer shall be minimum of **INR 30 lacs** during last three financial years ending 31<sup>st</sup> March, 2019.

The tenderer should have successfully executed work of similar nature of the following values during past ten (10) years ending 31<sup>st</sup> March, 2019.

- a) 3 jobs each of value not less than Rs 10 lacs or
- b) 2 jobs each of value not less than Rs 20 lacs or
- c) 1 job of value not less than Rs 25 lacs

Copy of work orders and completion certificates from the Owner/ Consultant should be enclosed as supportive documents.

Should have valid PF and ESI registration. Latest challan to be submitted for evidence.

GST registration copy.

### **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, Conditions of Contract, Technical Specification. The Priced Part consists of Priced Schedule. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority. Any clause defining offline bid submission in the tender document shall not be considered. For any clarifications please contact **Sri Dilip Kumar Das, Head (Administration & CSR)**, Email [das.dk@balmerlawrie.com](mailto:das.dk@balmerlawrie.com) , and ph no. 033- 22225401.

**[BL/HR/ADM/ELEC9B/LT/201920/0031](#) Dated 26-02-2020<sub>3</sub>**

The bidder has to keep track of any changes by viewing addendum / corrigendum issued by the tender inviting authority on time – to – time basis in the e-procurement platform. The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

## **TENDER SUBMISSION**

Price Bid to be submitted by online mode through <https://balmerlawrie.eproc.in>. **Tenderer are requested to register on that site through their digital certificate (sign in & encryption both required)**. After submission of bid online, the bidders are requested to submit the originals of DD/BG towards EMD, Tender Fee to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement. The bidder shall invariably furnish the original DD/BG to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/ fabricated/ bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get confirmed acknowledgement from the tender inviting authority as a proof of hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents after downloading the same as required by the tender inviting authority in its tender conditions.

Bidders found defaulting in submission of hardcopies of original DD/BG for EMD and Tender Fee to the tender inviting authority on or before the tender stipulated time for un-priced bid opening and other uploaded documents before concluding the agreement will be suspended/ disqualified from the participating in tenders on e-procurement platform, for a period of 12 months from the date of bid submission.

The bidder 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 processes and steps. Balmer Lawrie & Co Ltd and **C1 India** (service provider) are not responsible for incomplete bid submission by users. Users 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.

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u></b> <b>(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</b>			
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>			
<b>Balmer Lawrie &amp; Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001</b>			
<b>Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a></b>			
<b>Dedicated Helpdesk for Balmer Lawrie</b>			
<b><u>Contact Person</u></b>	<b><u>E-Mail ID</u></b>	<b><u>Tel. No.</u></b>	<b><u>Helpdesk Nos are open from</u></b>
<b>1. Mr. TirthaDas (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
<b>2. Mr. CH. Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	MON - SAT
<b>3. Ms. Ritu Patil (Mumbai)</b>	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	+91-124-4302000 (Ex-236)	MON - FRI
<b>4. Helpdesk Support (Kolkata)</b>	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644	SAT
<b>Escalation Level 1</b>			
<b>Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	
<b>Escalation Level 2</b>			
<b>Mr.Sandeep Bhandari</b>	<a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a>	+91-8826814007	

The hardcopies as explained above should reach the office of **Head (Administration & CSR), Balmer Lawrie & Co. Ltd, 21, Netaji Subhas Road, Kolkata-700 001**, on or before the due date of submission of tender.

**EARNEST MONEY DEPOSIT**

Un-priced Part should be accompanied by Rs. **10000.00** (Rupees ten thousand only) towards earnest money deposit through online in favor of **M/s Balmer Lawrie & Co Ltd** payable at **Kolkata** as per format enclosed. No interest to be paid on EMD.

Public Sector Enterprises and Small-Scale Units registered with National Small-Scale Industries are exempted from payment of Earnest Money Deposit and Tender Fee. Bidder to submit necessary document (copy of Certificate of Registration from NSIC, SSI, SME) to claim waiver of Tender Fee & Earnest Money Deposit. Please refer Annexure-6 for detail notification of Online EMD.

**SUPPLY OF MATERIAL**

The contractor shall supply all materials required for the work, along with all relevant tools, tackles, lifting equipment i. e. cranes to be arranged at his own cost.

**TAXES & DUTIES**

Rates quoted shall be exclusive of GST & duties, which will be extra as applicable.

**PAN, GST, ESI & PF REGISTRATION**

Tenderers are required to submit PAN, GST registration, Provident Fund registration, ESI registration along with un-priced part of their offer, failing which their offer may be liable to be rejected.

**NON-CONFORMANCE**

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

**VALIDITY OF OFFER**

Tenders shall keep their offer valid for a period of **120 Days** from the date of opening of Technical bid.

**RIGHT OF ACCEPTANCE / REJECTION**

**M/s Balmer Lawrie & Co Ltd** reserves the right to accept or reject any tender either in part or in full without assigning any reason whatsoever.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,  
Yours faithfully,  
for **BALMER LAWRIE & CO. LTD.**

**(DILIP KUMAR DAS)**  
**HEAD (ADMINISTRATION/CSR)**

# **CONDITIONS OF CONTRACT**

## **1.0 DEFINITIONS**

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

- 1.1 The "Owner/Client" shall mean M/s **Balmer Lawrie & Co. Ltd**; a company incorporated in India and having its Registered Office at 21, Netaji Subhas Road, Kolkata - 700 001, and shall include its successors and assigns.
- 1.2 The 'Project' shall mean "renovation of electrical distribution system and supply-installation testing commissioning of one new 125Kva DG set along with its AMF panel and also buyback of old & existing DG set and AMF panel, of Balmer Lawrie Residential Complex at 9B Queen's Park, Kolkata - 700019".
- 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:

- (a) Un-priced Tender Document duly filled in and signed by the Tenderer as prescribed in different clauses of Tender documents. Price bid format shall require to be downloaded. Quoted Price to be filled in the hard copy by the bidder with stamp and signature in each page, scan and upload the same. No hard copy of price bid shall be submitted.
- (b) Audited balance sheet copy for annual turnover for last 3 financial years.
- (c) Power of Attorney or other proof of authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- (d) Details of similar work done in past ten years by the tenderer as per pre-qualification criteria
- (e) PAN / GST registration /PF registration /ESI registration etc.
- (f) Other documents invited as per notice inviting tender.

## **3.0 RATES AND OTHER ENTRIES**

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

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

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

rejected if a conflict of interest between the bidder and the Company/ its employees is detected at any stage.

## **5.0 SECURITY DEPOSIT**

5.01 On acceptance of the Bid, Contractor shall within ten (10) days, deposit with the Owner a Security Deposit of 5% of the Contract value and the same shall be in any of the following:

- a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of **Balmer Lawrie & Co Ltd.**
- b) Bank Guarantee executed by any Scheduled Bank.

5.02 If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Owner shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work.

No interest shall be payable against Security Deposit.

## **6.0 POWER**

Power required for the work shall be provided by the owner at free of cost.

## **7.0 ACCESS TO THE SITE**

Contractor should visit the site and familiarise themselves thoroughly with the site conditions before submitting the tender.

## **8.0 SUPPLY OF MATERIAL**

8.01 All materials required for the work shall be supplied by the contractor. In addition, all materials required for temporary and enabling work shall be arranged and provided by the Contractor. All incidental expenses, loading, unloading, transportation, handling, storage after delivery etc. shall be the responsibility of the contractor and cost towards such expenses should be included in the finished item rates.

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

## **9.0 TERMS OF PAYMENT**

### **DESIGN, SUPPLY, INSTALLATION & COMMISSIONING WITH BUY BACK OF EXISTING DG**

9.01 80% payment shall be released on delivery of the materials at site & submission of the invoice. 10% payment shall be released after commissioning and 10% shall be released after handing over with all valid statutory approval based on certified joint measurement sheet with all supporting documents as per tender.

9.02 10% of the payment of gross amount billed will be withheld as "Retention Money" which will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for defect liability period, which shall be twelve (12) months from the date of issue of completion certificate by the Engineer-in-Charge. The retention money shall be released only after successful completion of performance guarantee period. The retention money can also be released on submission of Bank Guarantee of equivalent amount valid for defect liability period after contractual completion of work.

## **10.0 WARRANTIES & GUARANTEES**

Contractor shall guarantee Owner against any and all defects in design, workmanship, materials and performance for a period of twelve (12) months from the date of completion of work. Should any defect develop during the guarantee period, it shall be remedied promptly free of charge by the contractor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the contractor.

## **11.0 TAXES & DUTIES**

Rates quoted shall be exclusive of GST, which will be payable extra as applicable.

## **12.0 COMPLIANCE WITH REGULATION & INDIAN STANDARDS**

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular the equipments and installation will comply with the following:

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

## **13.0 IMPLEMENTATION OF APPRENTICES ACT 1964**

Implementation of apprentices Act 1964 shall be strictly adhered to.

## **14.0 INSURANCE & INDEMNITY**

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

### **(i) Insurance for Works and Contractor's Equipment**

Contractor shall take out an All Risk Insurance policy in the joint names of the Owner and 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 or Owner can directly take a 'contractors all risk' policy and recover the cost of such insurance from Contractor's dues.

The Contractor shall insure their Equipment against all loss or damage.

### **(ii) Workmen's Compensation and Employees' Liability Insurance:**

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

## **15.0 LIQUIDATED DAMAGE**

- i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in NIT, it may request owner for extension of the time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum equivalent to 1.0% of contract value for each week of delay or part thereof.



The LD shall be limited to 5.0% of the total contract value.

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

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time or in the even progress of Contractor's work is behind schedule, as judged by the engineer-in-charge.
- (iii) If in the opinion of the Engineer-in-Charge the works have been delayed beyond the day of completion -
  - (a) by force Majeure or
  - (b) by reasons of exceptionally inclement weather or
  - (c) by reason of civil commotion, illegal strikes or lock-out affecting any of the building tradesmen in which case the Contractor should immediately give written notice thereof to the Engineer-in-Charge.

Then the Engineer-In-Charge may in writing make a fair and reasonable extension of time for completion of the works, provided further that the Contractor shall constantly use his best endeavor to the satisfaction of the Engineer-In-Charge to proceed with the works. Nothing herein shall prejudice the rights of the Contractor under clause herein above.

#### **16.0 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, was fires, floods, riots or illegal strikes.

#### **17.0 ARBITRATION**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both the parties.

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

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

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

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

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

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

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

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-in-Charge written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-in-Charge under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or  
  
has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or
- f) has to the detriment of good workmanship or in defiance of the Engineer-in-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- g) has failed to comply with the Engineer-in-Charge's instructions, or
- h) has in the opinion of the Engineer-in-Charge committed any breach of this Contract, then and in any of the said cases the Owner with the written consent of the Engineer-in-Charge may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor terminate the Contract, but without hereby affecting the right of the Owner of the powers of the Engineer-in-Charge or the obligations and liabilities of the Contractor in respect of work, the contract shall continue enforce as fully as if the contract has not been so determined and the obligations of the contractor in respect of work subsequently executed shall continue as if the works subsequently executed has been executed by or on behalf of the Contractor. And further, the Owner by its agents or servants shall be titled forthwith to enter upon and take possession of the works and all plants, tools, scaffoldings, sheds, machinery, steam and other power implements, machinery equipment and materials lying upon the site or the adjoining lands or roads and use the same as its own property and to employ the same by means of its own servants and workmen in carrying on and completing the work or by employing any other contractor and the Contractor shall not in any way interrupt or do any act, matter or things to prevent, intimidate or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient, the Engineer-In-Charge shall give a notice in writing to the Contractor to remove his surplus materials and plant and should the Contractor fail to do so within the period of 14 days after receipt thereof by him, the Owner shall sell the same either by public auction or a private sale and shall be given credit to the contractor for the amount realized. The Engineer-In-Charge shall thereafter ascertain and certify in writing under this hand what (if anything) shall be due or payable to or by the owner, the expense or loss which the owner shall have been put to in procuring the works to be completed and the amount, if any, owing to the contractor and the amount which shall be so certified, shall thereupon be paid by the owner to the Contractor or by the Contractor to the Owner, as the case may be and the Certificate of the Engineer-In-Charge shall be final and conclusive and binding on the parties hereto. In the event of termination under this Clause, the Owner shall not be

bound by any provision of this Contract to make any further payment to the Contractor until the said works are completed.

- (ii) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by Engineer-in-Charge and of the value of the Work done to date by the Contractor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.
- (iii) Should the Contract be determined under sub-clause of this clause and the Contractor claims payment to compensate expenditure incurred by him in the expectation of completing the Work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by the vouchers to the satisfaction of the Engineer-in-charge. The Owner's decision on the necessity and propriety of such expenditure shall be final and conclusive and binding on the Contractor.

## **19.0 HSE REQUIREMENT BY CONTRACTORS**

### **Housekeeping**

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

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

### **Confined Space**

Before commencing Work in a confined space, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. As minimum Contractors must ensure the following:

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

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

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

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

### **Working at Height**

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

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height, the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

### Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

### Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

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

### **Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **Stairways and Ladders**

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

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

### **Roof Work/Access**

Roof work and access to roofs must not be undertaken without prior authorization from Owner.

### **Overhead Work**

A secure exclusion zone shall be maintained by Contractor below overhead work to prevent access. It is forbidden to work beneath a suspended load.

### **Lifting Operations**

#### **Cranes and Hoisting Equipment**

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

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

#### **Lifting Equipment and Accessories**

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

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

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

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

**Barricades**

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

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

**Compressed Gas Cylinders**

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

**Electrical Safety**

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

The below measures will be taken:

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

## Annexure 6: Online EMD

### Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Balmer Lawrie & Co. Ltd, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. In association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://balmerlawrie.eproc.in> ("Website"). Each User is therefore deemed to have read and accepted these Terms and Conditions.

#### 1 Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not wilfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or
- d) to investigate, prevent, or act regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

#### b) General Terms and Conditions For E-Payment

- a) Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- b) Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
- c) If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these

Terms and Conditions shall continue in effect.

- d) These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- e) The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
- f) Refund For Charge Back Transaction: In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
- g) In these Terms and Conditions, the term "Charge Back" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
- h) Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
- i) Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - j) In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
  - k) In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

C. Limitation of Liability

- ii. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

D. Miscellaneous Conditions:

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.



3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - i. Choose a new password, whenever required for security reasons.
  - ii. Keep his/ her User ID & Password strictly confidential.
  - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment (Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit

- iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

#### F. Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website, the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.
4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

#### G. Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

#### H. General Terms and Conditions –

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.

4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. Or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan has different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

**PROFORMA OF THE GUARANTEE**  
**BID BOND/ EARNEST MONEY DEPOSIT**

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

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

The conditions of Tender provide that the Bidder shall pay a sum of 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 ..... 2020.

THE CONDITIONS of this obligation are :

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

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

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

Notwithstanding anything contained herein:

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

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

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... 2020 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

**BANK GUARANTEE**  
**(PERFORMANCE)**

Letter of Guarantee No.

Dated : the            day of

THE GUARANTEE is executed at Kolkata on the            day 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 - 700001 (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 filed its quotation.

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

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

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

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we ..... (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

23

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

Balmer Lawrie & Co. Ltd.  
Administration Department  
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 :

- 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 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 realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. .... (set out full name of the Contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and we, ..... (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs..... (Rupees ..... only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. .... (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,



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

Yours faithfully,

Dated : ..... (Place)

.....(Date)

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

# **TECHNICAL SPECIFICATION**

## 1.0.0 SCOPE OF WORK

ITEM
Dismantling of OLD DG set of rating 415V, 75kVA, 3 phase, 50 Hz, 0.8 power factor complete with Diesel Engine, Alternator
Dismantling & Disconnect the existing cable from the existing 75kVA DG & Main Panel
Dismantling & Disconnect the existing Gland, Termination from the existing 75kVA DG & Main Panel
Dismantling of Battery Charge
Dismantling & Disconnect the existing cable from the existing Battery Charger
Dismantling & Disconnect the existing Gland, Termination from the existing Battery Charger
Dismantling of DG Control Panel (separate from DG)
Dismantling & Disconnect the existing cable from the existing DG Control Panel
Dismantling & Disconnect the existing Gland, Termination from the existing DG Control Panel
Shifting of OLD 75KVA DG set from foundation to outside the DG Room
Supplying of New Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with CUMMINS OR KIRLOSKAR-I Green OR GREAVES COTTON Diesel Engine <u>with Auto Load Transfer System</u> Factory assembled Super Silent DG Set comprising of above-mentioned engine with genset controller and alternator both mounted on a common base complete with Fuel tank, Residential Silencer, AVM Pads, battery/s with its leads, First fill of lube oil, Control Panel & Acoustic Enclosure.
Loading, Shifting & Unloading of 125KVA DG SET
Installation (except testing and commissioning) of Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with Diesel Engine, Alternator with all accessories including neutral and equipment earthing by PE conductors to the nearest earth buses. The entire job is to be completed with full satisfaction of Client.
Necessary civil work including preparation of foundation of DG set based on equipment manufacturer's recommendation and prevailing site conditions.
Installation, Testing & Commissioning of 40V, 12A Battery Charger
Installation of ATS Panel with all other accessories and all related civil work including supporting base channels (ISMC100), RCC trench with edge angle (ISA 50X50X6) protection, chequered plate cover, etc. as required.
Supply, erection, testing and commissioning of Mineral wool insulation over suitable size Exhaust pipe including 24 SWG aluminum sheet cladding covering from outside complete as required. Supply, fabrication & fitting of miscellaneous structural supports for Exhaust piping with one coat primer & two coat enamel painting complete as required. The entire job is to be completed with full satisfaction of Client/ EIC and as per statutory norms. Cost of necessary scaffolding shall be included in the rate quoted.

Supply & laying of 1.1kV grade, XLPE insulated (90°C), ST2 PVC inner sheathed, armored, overall PVC outer sheathed, stranded aluminum/Copper conductor power cable of following sizes through existing trench / preload pipe below ground / on wall surface by saddling including supply of all accessories for saddling / clamping, as and where required: -
3.5 core, 185 sq.mm. aluminum
12 core, 2.5 sq.mm Copper
4 core, 10 sq.mm Copper
2 core, 6 sq.mm Copper
Termination of following cables by finishing the conductor-ends of cable by crimping method including providing solderless tinned copper sockets, tapes, anticorrosive paste & jointing materials and double compression type nicked brass gland with conical washer, brass ring & rubber ring for dust & moisture-proof entry of XLPE insulated armored cables -
3.5 core, 185 sq.mm aluminum
12 core, 2.5 sq.mm Copper
4 core, 10 sq.mm Copper
2 core, 6 sq.mm Copper
ITEM
Supply & installation of maintenance free chemical earthing pit as specified below for generator neutrals and equipment (DG sets) body, equipotential bonding of horizontal conductors, earth risers and earth buses, wherever required. The chemical earthing is specified as below - 17.2mm Dia 3 Mtr length Copper Bonded Rod: Supply and installation of 17.2mm x 3 Meter Pre Wielded High Quality Copper Bonded Rod (250-micron copper coating over carbon steel rod). The Electrode will be inserted in a 6" dia 3-meter vertical hole in the ground along with 50 Kgs Electrode BFC GEM highly conductive resistivity lowering ground enhancement compound tested as per IEC 62561-7 and ASTM G57-06.
25mm X 3mm Copper strip wiring for neutral earthing double run inside PVC Sleeves from earth pit to DG neutral terminal point complete with materials.
25mm X 3mm Copper strip wiring for body earthing double run from earth pit to Earth Bus complete with materials.
Earth Bus of 40mm wide X 5mm thick X 300 mm long Copper fixed at one point onto wall surface through insulators in DG control room 500mm above floor level to which two (2) earth strip to be directly connected coming from earth pit.
Protective double earthing of equipment by 25mm X 3mm thick Copper strip from the earth bus to earmarked for equipment body earthing to each DG set and AMF Panel.
Supply & Installation of electrical power distribution panel complete with - <ol style="list-style-type: none"> <li>1. All CESC Energy meters (Existing Energy Meters will be used),</li> <li>2. Auto Change-over systems as per SLD will be used for each flat (each unit of supply),</li> <li>3. 36kA breaking capacity 250A MCCBs 4P as incomer,</li> <li>4. 63A 4P MCBs for DG &amp; CESC Supply incomer for each Flat</li> <li>5. 3 Phase 50 Hz Digital Voltmeter &amp; Ammeter with Kappa make CTs,</li> <li>6. Proper LED indication system,</li> <li>7. Total panel control system will be short circuit protected and emergency stop system.</li> </ol> (All MCCB, MCBs, POWER CONTACTORS, AUX. CONTACTORS/RELAYS, switches, meters etc. are of Schneider Electric or ABB make); Voltage monitoring relay will be of Minilec make and CTs are off Kappa make with CL 1, Burden type 15VA.
Light Point, operated by 1no. 6A, 1-way switch for DG room lighting
Supply & installation of indoor, decorative, wall mounting batten luminaire with diffuser and end caps suitable for 1 X 22W T5 Tube LED complete with lamp and other standard accessories.

## Constructional Features of PANEL

- **Type – Double Hinged Single Front Door & Double Hinged Single Back Door**
- **Mounting – Floor Mounted**
- **Sheet Type – CRCA Sheet**
- **Sheet Thickness:**
  - Load Bearing – 2.0 MM
  - Non-Load Bearing – 1.6 MM
  - Gland Plate – 2.5 MM (UD)
- **Power Bus bar Specification**
  - Type: Aluminum
  - Insulation – Color coded PVC Sleeves of 1.1kV Grade
  - Rating – 2 times of working current and grade 1.1 KV
- **Earth Bus bar Specification**
  - Type –Aluminum
  - Size – As required
- **Control Cables – Cu flexible cables of 1.5-2.5 Sq. mm**
- **Paint Specification**
  - Type – Powder Coated
  - Code – RAL-7035
- **Cable Entry Detail**
  - As per GA Drawing (to be submitted after getting work order)
- **Name Plate – Anodized Al.**
- **Eye Bolts – To Be Provided**

## 2.0.0 GENERAL REQUIREMENTS

### Govt. Inspection & License

The vendor's installation job shall comply all rules and regulations of local Electricity Board and local Pollution Control Board. The chimney height of the newly installed DG set shall meet the local PCB standard. The vendor will be responsible for co-ordinate with concerned electrical department for any kind of Govt. Statutory (including local Pollution Control Board) inspection & for getting DG license if applicable @ vendor's cost. However, Balmer Lawrie will provide necessary documents for the afore said job.

### Cleaning up of Work Site

The Contractor shall, from time to time, remove all rubbish resulting from execution of his work. No material shall be stored or placed on passage or drive ways. Upon completion of work the Contractor shall remove all rubbish, tools, scaffoldings, temporary structures and surplus materials etc. to leave the premises clean and fit for use.

### Inspection & Testing

The Engineer shall arrange for joint inspection of the installation for completeness and correctness of the work. Any defect pointed out during such inspection shall be promptly rectified by the Contractor.

The installation shall be then tested and commissioned in presence of the Engineer and put on trial run for stipulated contract period.

All rectification, repair of adjustment work found necessary during inspection, testing, commissioned and trial run shall be carried out by the Contractor without any extra cost.

### Commissioning the Trial Run

Following successful inspection and testing, the equipment shall be commissioned and put on trial run along with the main plant in a manner mutually agreed upon based on the commissioning schedule of main plant.

The contractor shall assist the purchaser in commissioning and trial run with men and material as required and/or as directed by the Engineer.

### Taking over of Installation

On successful testing, commissioning and trial run, the Contractor shall request Engineer in writing for taking over the installation.

The Engineer, on receipt of the request, shall arrange to take over the installation either wholly or in part as the case may be after a final inspection.

Till such taking over, the responsibility of the whole installation against theft or damage of any kind shall remain with the Contractor. In the event of any theft/damage to the plant prior to the complete taking over of the installation the contractor shall arrange to lodge necessary F.I.R. with the local police authorities and provide all necessary help to the owner such that the owner may raise suitable claims form its underwriters.

## Guarantee

**In the installation if any trouble arises due to the use of defective or faulty material and/or bad workmanship within a period of 12 months from the date of taking over, the Contractor shall guarantee to replace or repair the defective part or parts at site to the entire satisfaction of the Engineer free of charge.**

30

### **3.0.0 SPECIAL TOOLS & TACKLES**

A set of special tools & tackles supplied by different manufacturers of Equipment which are necessary or convenient for erection, commissioning, maintenance and overhauling of the equipment may be made available to the Contractor at the discretion of Engineer.

### **4.0.0 DRAWINGS, DATA AND MANUALS**

Drawings, data and manuals shall be submitted in triplicate after awarding PO and in quantities and procedures as specified in the General Conditions of Contract and/or elsewhere in this specification for approval and subsequent distribution after the issue of Letter of Intent.

#### **To be submitted for Approval and Distribution**

Dimensional General arrangement drawings showing constructional features, fixing arrangement of DG set. Bill of Materials and accessories.

## **6.0.0 BUY BACK**

### **6.1.0 General**

**Buy back of the existing DG set & AMF panel will be “as is where is” basis. Without offer for buyback of those, bids of the particular vendor will be considered as rejected.**

### **6.3.0 Dismantling**

**Before installation of new DG, complete dismantling of the existing DG with its all set up- assembly – items- machinery to be in the scope of vendor. In due course of the job if there is extra ordinary dismantling set up or lifting- craning set up is required, the vendor has to be arranged at his own cost.**

### **6.4.0 Cleaning of Work Site**

**The Contractor shall, from time to time, remove all existing items which is covered under buy back scheme resulting from execution of his work. No material shall be stored or placed on passage or drive ways. Upon completion of work the Contractor shall remove all rubbish, tools, scaffoldings, temporary structures and surplus materials etc. to leave the premises clean and fit for use.**



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

Electrical distribution system renovation along with replacement of DG set & AMF panel with buyback of old DG set & AMF panel at  
**Balmer Lawrie & Co. Ltd, 9 B Queen's Park, Kolkata 700019**

Tender No. **BL/HR/ADM/ELEC9B/LT/201920/0031** Dated 26-02-2020

**PART – II (PRICED PART- Fill in Online Mode Only)**

ITEM	UNIT	QTY	UNIT RATE IN INR EXCLUDING GST	TOTAL RATE IN INR EXCLUDING GST
Dismantling of OLD DG set of rating 415V, 75kVA, 3 phase, 50 Hz, 0.8 power factor complete with Diesel Engine, Alternator	LS	1		
Dismantling & Disconnect the existing cable from the existing 75kVA DG & Main Panel				
Dismantling & Disconnect the existing Gland, Termination from the existing 75kVA DG & Main Panel				
Dismantling of Battery Charger				
Dismantling & Disconnect the existing cable from the existing Battery Charger				
Dismantling & Disconnect the existing Gland, Termination from the existing Battery Charger				
Dismantling of DG Control Panel (separate from DG)				
Dismantling & Disconnect the existing cable from the existing DG Control Panel				
Dismantling & Disconnect the existing Gland, Termination from the existing DG Control Panel				
Shifting of OLD 75KVA DG set from foundation to outside the DG Room				

**BL/HR/ADM/ELEC9B/LT/201920/0031** Dated 26-02-2020



<p>Supplying of New Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with CUMMINS Diesel Engine <u>with Auto Load Transfer System</u></p> <p>Factory assembled Super Silent DG Set comprising of above-mentioned engine with genset controller and alternator both mounted on a common base complete with Fuel tank, Residential Silencer, AVM Pads, battery/s with its leads, First fill of lube oil, Control Panel &amp; Acoustic Enclosure.       <b>OR</b></p>	LOT	1		
<p>Supplying of New Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with KIRLOSKAR I GREEN Diesel Engine <u>with Auto Load Transfer System</u></p> <p>Factory assembled Super Silent DG Set comprising of above-mentioned engine with genset controller and alternator both mounted on a common base complete with Fuel tank, Residential Silencer, AVM Pads, battery/s with its leads, First fill of lube oil, Control Panel &amp; Acoustic Enclosure.       <b>OR</b></p>	LOT	1		
<p>Supplying of New Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with GREAVES COTTON Diesel Engine <u>with Auto Load Transfer System</u></p> <p>Factory assembled Super Silent DG Set comprising of above-mentioned engine with genset controller and alternator both mounted on a common base complete with Fuel tank, Residential Silencer, AVM Pads, battery/s with its leads, First fill of lube oil, Control Panel &amp; Acoustic Enclosure.</p>	LOT	1		
<p>Loading, Shifting &amp; Unloading of 125KVA DG SET</p>	LOT	1		

Installation (except testing and commissioning) of Silent DG set of rating 415V, 125kVA, 3 phase, 50 Hz, 0.8 power factor complete with Diesel Engine, Alternator with all accessories including neutral and equipment earthing by PE conductors to the nearest earth buses. The entire job is to be completed with full satisfaction of Client.	NO	1		
Necessary civil work including preparation of foundation of DG set based on equipment manufacturer's recommendation and prevailing site conditions.	SET	1		
Installation, Testing & Commissioning of 40V, 12A Battery Charger	NO	1		

Installation of ATS Panel with all other accessories and all related civil work including supporting base channels (ISMC100), RCC trench with edge angle (ISA 50X50X6) protection, chequered plate cover, etc. as required.	NO	1		
Supply, erection, testing and commissioning of Mineral wool insulation over suitable size Exhaust pipe including 24 SWG aluminum sheet cladding covering from outside complete as required. (The height of the exhaust pipe shall comply local PCB rules.) Supply, fabrication & fitting of miscellaneous structural supports for Exhaust piping with one coat primer & two coat enamel painting complete as required. The entire job is to be completed with full satisfaction of Client/ EIC and as per statutory norms. Cost of necessary scaffolding shall be included in the rate quoted.	MTR	40		
Supply & laying of 1.1kV grade, XLPE insulated (90°C), ST2 PVC inner sheathed, armored, overall PVC served, stranded aluminum/Copper conductor power cable of following				

sizes through existing trench / preload pipe below ground / on wall surface by saddling including supply of all accessories for saddling / clamping, as and where required: -				
3.5 core, 185 sq.mm. aluminum	MTR	65		
12 core, 2.5 sq.mm Copper	MTR	25		
4 core, 10 sq.mm Copper	MTR	50		
2 core, 6 sq.mm Copper	MTR	25		
Termination of following cables by finishing the conductor-ends of cable by crimping method including providing solderless tinned copper sockets, tapes, anticorrosive paste & jointing materials and double compression type nickeled brass gland with conical washer, brass ring & rubber ring for dust & moisture-proof entry of XLPE insulated armored cables -				
3.5 core, 185 sq.mm aluminum	NO	16		
12 core, 2.5 sq.mm Copper	NO	2		
4 core, 10 sq.mm Copper	NO	4		
2 core, 6 sq.mm Copper	NO	2		
Supply & installation of maintenance free chemical earthing pit as specified below for generator neutrals and equipment (DG sets) body, equipotential bonding of horizontal conductors, earth risers and earth buses, wherever required. The chemical earthing is specified as below - 17.2mm Dia 3 Mtr length Copper Bonded Rod: Supply and installation of 17.2mm x 3 Meter Pre Welded High Quality Copper Bonded Rod (250-micron copper coating over carbon steel rod). The Electrode will be inserted in a 6" dia 3-meter vertical hole in the ground along with 50 Kgs Eletrogrip BFC GEM highly conductive resistivity lowering ground enhancement compound tested as per IEC 62561-7 and ASTM G57-06.	NO	4		
25mm X 3mm Copper strip wiring for neutral earthing double run inside PVC Sleeves from earth pit	MTR	132		

to DG neutral terminal point complete with materials.				
25mm X 3mm Copper strip wiring for body earthing double run from earth pit to Earth Bus complete with materials.	MTR	66		
Earth Bus of 40mm wide X 5mm thick X 300 mm long Copper fixed at one point onto wall surface through insulators in DG control room 500mm above floor level to which two (2) earth strip to be directly connected coming from earth pit.	NO	2		
Protective double earthing of equipment by 25mm X 3mm thick Copper strip from the earth bus to earmarked for equipment body earthing to each DG set and AMF Panel.	MTR	80		
Supply & Installation of electrical power distribution panel complete with - 1. All CESC Energy meters (Existing Energy Meters will be used), 2. Auto Change-over systems as per SLD will be used for each flat (each unit of supply), 3. 36kA breaking capacity 250A MCCBs 4P as incomer, 4. 63A 4P MCBs for DG & CESC Supply incomer for each Flat 5. 3 Phase 50 Hz Digital Voltmeter & Ammeter with Kappa make CTs, 6. Proper LED indication system, 7. Total panel control system will be short circuit protected and emergency stop system. (All MCCB, MCBs, POWER CONTACTORS, AUX. CONTACTORS/RELAYS, switches, meters etc. are of Schneider Electric or ABB make); Voltage monitoring relay will be of Minilec make and CTs are off Kappa make with CL 1, Burden type 15VA.	SET	1		
Light Point, operated by 1no. 6A, 1-way switch for DG room lighting	NO	2		
Supply & installation of indoor, decorative, wall mounting batten luminaire with diffuser and end caps suitable for 1 X 22W T5 Tube LED	NO	2		

complete with lamp and other standard accessories.				
Buyback of OLD 75KVA DG Set with Old panel, ATS etc.	SET	1		

**NB: - All quantity given in above BOQ is stands as tentative. Final quantity may vary during execution.**

**EVALUATED PRICE = ADDITION OF ALL RATE AS ABOVE BOQ = RATE OF BUYBACK OF OLD 75KVA DG SET WITH OLD AMF PANEL = Rs. -----INR**

**Rs. In Words: -----  
excluding GST as applicable.**