



**Techno-commercial bid**  
**TENDER No. BLL/PROJECT/040/041/042, DATED 06/02/09**  
**TECHNO COMMERCIAL TERMS & CONDITIONS OTHER THAN CIVIL**  
**WORKS**

1. **VALIDITY OF OFFER** –Offers should be valid at least for 120 days from the date of opening of the tender
2. **DELIVERY PERIOD** – As per enclosed format (Annexure-III).
3. **PAYMENT TERMS** –Stipulated payment terms are as follows:
  - 70% of your invoice value will be paid within 45 days from the date of receipt of materials at site in good condition on submission of bills duly certified by project-in-charge
  - 30% against erection, testing and commissioning of equipment at site or 180 days from the date of receipt of materials at site, whichever is earlier,

Tenderers may give their options, but preference will be given to offers, which accept BLL payment terms or higher credit period. However, if the tenderer wants to offer lower credit period or other payment terms, payment loading over and above their rate will be applied.

**4.0 SECURITY CUM PERFORMANCE GUARANTEE** – The successful tenderer will have to furnish to Bienco Lawrie Limited (BLL) an interest free performance Guarantee for 10% of the total ex-works value by Demand Draft or by way of providing a bank Guarantee from a Nationalized / scheduled Bank within 10 days from the date of receipt of the Purchase Order. **The validity period of the bank guarantee will be : Delivery period + Guarantee Period + six (6) months.** The above security deposit will be converted to Performance BG. The BG will be encashed if the supplier failed to fulfil the terms & conditions of the Purchase order.

**5.0 MATERIAL TRANSACTION:** All dispatch from outside West Bengal to be made on E-1 sale basis. Necessary Road permit to be furnished by WBSEDCL through Bienco Lawrie Ltd. BLL will issue necessary “C” form in due course

**6.0 CONSIGNEE/ CLIENT/SITE LOCATION** : Consignee's name and address to be intimated at the time of inspection.

- Bill to be raised in favour of Bienco Lawrie Limited (BLL), Kolkata.
- Materials will be received by Site In-Charge / Site Engineer of Bienco Lawrie Limited.
- **Client Name: West Bengal State Electricity Distribution Company Ltd (WBSEDCL). Consignee name to be mentioned in the bill & Invoice cum challan.**
- **Site Location: Newtown, Rajarhat at Kolkata**



**7.0 TRANSIT INSURANCE:** Manufacturer should arrange insurance for the equipment and all its accessories being supplied by them., through any of the nationalized insurance companies. The original copy of the transit Insurance should be furnished.

The equipment shall be insured to cover transport from the manufacturer works / warehouse to site location. It will be responsibility of the supplier to replace the defective/damaged materials and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance, under-writers/carriers.

**8.0 UNLOADING OF MATERIAL AT SITE:** Unloading of the materials at the project site is in the scope of supplier as per guideline and instruction of site-in-charge.

**9.0 BID QUALIFICATION REQUIREMENTS:**

a) The bidder registered with WBSEDCL/ WBSEB, Material Control Department as a vendor of specified item Will submit one copy of the valid registration certificate along with documentary evidence of past supply in WBSEDCL/ WBSEB with offer (Techno-commercial bid) or any other reputed manufacturer having valid type test certificate from Govt. approved test house with two years performance certificate in Government organization / utility sectors.

b) **EMD Submission:** Earnest Money Deposit (EMD) as stipulated in the form of Pay order / Demand Draft in favour of Bienco Lawrie Limited, payable at Kolkata and to be submitted along with “ Techno-Commercial bid . The EMD will be refunded to the unsuccessful bidder on expiry of validity of offer and for successful bidder EMD will be refunded on receipt of **“Security cum Performance Bank Guarantee”** against placement of order.

**10.0 TAX CLEARANCE CERTIFICATE:** The tenderer should enclose with the tender ,the photocopies of latest and valid Income Tax, PF, ESIC, Contractor License , Service Tax and Sales Tax Clearance Certificates issued by the appropriate Authority .

**11.0 DEVIATION FROM SPECIFICATION:** Deviation from Commercial terms and technical specification of the tender may not be accepted. In case any deviation, except payment terms, Delivery schedule and technical specification , the tenderer should fill up the deviation clause in the enclosed deviation sheet format.

**12.0 VARIATION IN ORDER QUANTITY :**

**12.1** BLL reserves the right to amend the ordered quantity by  $\pm 25\%$  during the execution of the order at the rate specified in the original order.

**12.2** Quantity specified in the enquiry may be split amongst techno-commercially accepted bidders, if required, at L1 landed rates.



**13.0 TEST CERTIFICATE:** Valid Type Test Certificates of similar rated material/equipment and Guaranteed Technical Particulars should be submitted along with the offer and it should be inserted in a envelope containing Techno commercial Bid. Otherwise, the offer may lead to rejection. Routine Test Certificate to be furnished before inspection and a copy of Routine test certificate to be furnish along with dispatch documents.

**14.0 INSPECTION:**

The accredited representative of BLL / CLIENT shall have access to the supplier/manufacturer's works at any time within working hours for the purpose of inspecting the materials during manufacturing of equipment and testing. At least 10 days prior intimation should be sent by the supplier /manufacturer to BLL by Courier / Fax for inspection of material and carrying out the tests in the presence of representatives of BLL/CLIENT. BLL/CLIENT shall also have the right to inspect the process of manufacturing of the equipment/components/materials in stages as per requirement. Necessary arrangement to be made by the bidder in this regard. The dispatches shall be effected only upon compliance with specifications, satisfactory Test results and clearance for dispatch from BLL/CLIENT'S representatives. Before dispatch of equipments/materials from Works, supplier/manufacturer should obtain dispatch clearance from BLL.

**15.0 PACKING & FORWARDING:**

The equipment and all its accessories to be securely packed and dispatched, freight paid , duly insured at supplier's risk and cost.The packing may be in accordance with the manufacturer's standard practice. Each package shall be clearly marked and contain detailed packing list. The supplier is solely responsible for any loss or damage during transit. The dispatch of the materials shall be made only after getting dispatch clearance from BLL end.

**16.0 GUARANTEE:**

**16.1** The entire equipment should be guaranteed for satisfactory performance and good workmanship at least for a period of fifteen (15) months from the date of successful commissioning or 21 months from the date of dispatch, whichever is earlier.

**16.2** Any defects noticed during this period shall be rectified free of cost to BLL at the shortest possible time not exceeding 15 days from the date of intimation of defect/failure. Irrespective of number of failures and repairs, the supplier is responsible for free replacement of the defective materials till the expiry of the guarantee period.

**16.3** The incidental expenses, transport and freight charges for the replacement of defective materials within the guarantee period shall be borne by the supplier.



## **17.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:**

If during the Guarantee period, BLL decides and informs in writing to the manufacturer/supplier that the manufacturer/supplier has manufactured any equipment, material or part of equipment, which is unsound and imperfect or has furnished any equipment inferior to the quality specified, the manufacturer/supplier on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the manufacturer/supplier fails to do so, BLL may on giving the manufacturer/supplier seven (7) days notice in writing of its intentions to do so, proceed to remove the portion of the work so complained of and at the cost of manufacturer/supplier perform all such work or furnish all such equipment/materials provided that nothing in this clause shall be deemed to deprive the owner of or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

The manufacturer/supplier's liability under this clause will cease by payment to the owner of the extra cost, of such replacement procured as provided for in the contract, such extra cost being the ascertained difference between the price by the owner for such replacements and the contract price by portion for such defective equipment/materials and repayments of any sum paid by the owner to the manufacturer/supplier in respect of such defective equipment/material. Should the owner not so replace the defective equipment/materials, the extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective equipment/materials.

## **18.0 MATERIALS & WORKMANSHIP:**

All the materials shall be of best quality and shall be capable of satisfactory operation under service conditions indicated in Clause "Site Condition /Service Condition" without distortion or deterioration. No welding, facing or plugging of defective parts shall be permitted unless otherwise specified. They shall conform to the requirements of the appropriate Indian Standards. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and rough handling during transport.



## **19.0 INSTRUCTION BOOKLETS / OPERATIONS & MAINTENANCE MANUALS:**

Manuals should be supplied along with equipment in six(6) sets along with six(6) sets of reproducible drawings.

## **20.0 STATUTORY VARIATION IN LEVIES:**

Any upward or downward variation in Statutory levies or new levies introduced after placement of the order under this specification, shall be to the account of Biecco Lawrie Limited provided that in cases where delivery schedule is not adhered to by the supplier and there are upward variation /revision after the agreed delivery date, the supplier shall bear the impact of such levies and if there is downward variation/revision, the BIECCO shall be given credit to that extent.

## **21.0 a) LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY:**

The delivery period as per agreed delivery schedule shall be deemed to be the essence of the contract. In case of delay in delivery of the materials at destination beyond the agreed delivery schedule, LD shall be levied for an amount equivalent to 0.5 % of the total contract value for every week of delay or part thereof, subject to a maximum of 7.5% if not specifically stated otherwise.

For LD, the number of days of delay would be rounded off to the nearest week and interest calculated accordingly materials /equipment which are not of acceptable quality or are not confirming to specification would be deemed to be not delivered. The LD specified above shall be levied and would be en-cashed from security deposit.

**Only the date of inspection call of the materials will be reckoned as date of delivery for this purpose. Tenderers not giving clear and specific acceptance of this clause are liable for rejection**

## **21.0 (b) ) LIQUIDATED DAMAGES (LD) FOR POWER TRANSFORMER**

Liquidated damages for exceeding the Guaranteed loss figures for Power Transformer shall be assessed and recovered from the contractor (applicable for packages involving supply of Power Transformer). Such liquidated damages shall be governed by the following:

- When the difference between Guaranteed value & Measured value is within 1%, the reduction will be @1% of the contract value for that particular power Transformer.



- When the difference between Guaranteed value & Measured value is between 1% and 3% ( both values inclusive), the reduction will be @4% of the contract value for that particular Transformer.
- When the difference between Guaranteed value & Measured value is in excess of 3%, the reduction will be @10% of the contract value for that particular Transformer.
- **This L.D will be treated separately along with L.D. for delay in execution.**

## **22.0 FORCE MAJEURE:**

Any delays in or failure of the supply/performance of either party hereto shall not constitute default hereunder, or, give rise to any claim for damages, if any, to the extent such delay or failures of supplies/performance is due to occurrence of events such as act of God or public enemy expropriation or confiscation of facilities by Government Authorities acts or war, rebellion, sabotage or fires flood explosions, riots or illegal strikes or any other natural calamities.

The supplier/manufacturer shall within 10 days from the beginning of such delay notify to BLL in writing the cause of delay BLL shall verify the facts and may grant such extension, if justified

No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.

## **23.0 RISK PURCHASE:**

In case the supplier/manufacturer fails to adhere to the delivery schedule, BLL reserves the right to purchase the balance quantity either from the open market or by floating another tender and recover the extra expenditure thus incurred from the supplier. This is in addition to the rights of BLL mentioned in the specification. In case the manufacturer fails to repair the defective parts of the equipment within 7 (seven) days from the date of notice by BLL, BLL reserves the right to execute this work through other agency at the risk and cost of manufacturer.

## **24.0 SETTLEMENT OF DISPUTES:**

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

If amicable settlement can not be reached then all disputed issues shall be referred for Arbitration.



## **25.0 ARBITRATION:**

Any dispute of any nature whatsoever or regarding any right, liability act or account of any of the parties hereto arising out of or in relation to this contract/order shall be referred to the sole Arbitration of The Managing Director of Bienco Lawrie Limited. The award of Arbitrator so appointed shall be final and conclusive and binding on all parties to this agreement/standard terms and conditions relating to this order subject to provisions of the Arbitration and conciliation act,1996 or statutory modification of the enactment thereof.

## **26.0 JURISDICTION OF CONTRACT:**

The Contract/Purchase order shall be governed by the Laws of India for the time being in force. The courts of south 24 Pgs, Alipore only shall have exclusive jurisdiction to deal with dispute arising out of this contract..

## **27.0 GENERAL:**

- a) All entries in the tender should be neatly typewritten or hand written. There should be no overwriting.
- b) Tenders shall be in two parts as detailed below each in a separate sealed envelope marked,  
“ENVELOPE-A” AND ENVELOPE-B”.  
Envelope-A contain Technical information, Type Test Report, Guaranteed Technical Particulars (GTP), Commercial terms & conditions (**Annexure-II**) or any other information and EMD. It should not contain any price bid.  
Envelope-B shall contain the Price Bids only as per format enclosed (**Annexure-I**).
- c) Telex /E-mail/ Fax or telegraphic offers will not be entertained and will be rejected.
- d) Bidders should fill-up the deviation sheet for any technical or commercial deviation. If the bidder do not submit the deviation sheet ,it will be presumed that all the clauses of enclosed technical specification and commercial terms and conditions stands accepted.
- e) Entire tender documents (duplicate copy) duly signed should be returned along with quotation, as token of acceptance of terms & conditions stipulated therein
- f) BLL will not be responsible for any postal or other transit loss or delay in receipt of the tender offer.



- g) Tender documents are not transferable.
- h) Price of each tender document will be Rs. 200/- against each serial no. and to be collected from cash section of Biecco Lawrie Limited , 6 Mayur bhanj Road, Kol-23 from 10.00 A.M to 3.00 P.M from Monday to Friday and 10.00 A.M to 1.00 P.M on Saturday by paying in Cash/ pay order in favour of Biecco Lawrie Limited, payable at Kolkata. All tender to be addressed to **AGM(MM), Biecco Lawrie Limited, 6 Mayurbhanj Road , Kol- 700 023** and to be deposited in the Tender Box located in front of Purchase Department. Of same address.
- i) Canvassing in any form would disqualify quotation for consideration



**Techno-commercial bid**  
**TENDER No. BLL/PROJECT/040/041/042/PR- (25/26/27/28)**  
**TECHNO COMMERCIAL TERMS & CONDITIONS FOR CIVIL WORKS**

- 1.0 VALIDITY OF OFFER** –Offers should be valid at least for 120 days from the date of opening of the tender
- 2.0 DELIVERY PERIOD** – As per enclosed format (Annexure-III).
- 3.0 PAYMENT TERMS** –Stipulated payment terms are as follows:
- 90% of bill value will be paid on progressive monthly basis depending on the actual work done against each completed erection / construction activity, within 45 days, from the date of receipt of bills alongwith Measurement Sheet / Site Instruction Book (SIB) duly certified by the Site-in- charge of Bienco Lawrie Limited (BLL) at our Project Office at, 6 Mayurbhanj Road, Kolkata-23. However, payment schedule for the following work will be as follows :-

**Control Room Building**

- 50% payment will be release after casting of roof slab & duly certified by BLL Site-in-charge.
- 40% payment will be release after completion & finishing of work in all respect including Plumbing & Sewerage work.

**Boundary Wall including fixing of MS Gate**

- 50% payment will be release after construction of Superstructure upto top beam.
  - 40% payment will be release after completion & finishing of work in all respect.
- 10% after handing over & taking over certificate issued by WBSEDCL / NTESCL & BLL thereafter or 180 days from the date of completion of all works at site covered under the total scope of work / BOQ, whichever is earlier.

Tenderers may give their options, but preference will be given to offers, which accept BLL payment terms or higher credit period. However, if the tenderer wants to offer lower credit period or other payment terms, payment loading over and above their rate will be applied.

- 4.0 SECURITY CUM PERFORMANCE GUARANTEE** – The successful tenderer will have to furnish to Bienco Lawrie Limited (BLL) an interest free performance Guarantee for 10% of the total Contract price by Demand Draft or by way of providing a bank Guarantee from a Nationalized / Scheduled Bank within 10 days from the date of receipt of the Purchase Order. **The validity period of the bank guarantee will be : Completion period + Guarantee Period + six (6) months.** The above Security Deposit will be converted to Performance BG. The BG will be encashed if the supplier/contractor failed to fulfil the terms & conditions of the Purchase order.



## **5.0 BID QUALIFICATION REQUIREMENTS:**

- c) The tenderer should have completed at least **three similar type of Civil work value of Rs. 40 Lakhs each** or **two similar type of civil work value of Rs. 50 Lakhs each** or **one similar type of civil work value of Rs. 80 Lakhs ( single order)** in last seven years. Order copy of Completion / Performance / Payment certificate of the said work has to be submitted with offer (Techno-commercial bid).
- d) **Minimum Annual Turnover should be 60 Lakhs for last three years.** Last three years Profit & Loss account, Balance sheet & Auditor's Report has to be submitted with offer (Techno-commercial bid)
- e) **Working capital & credit facility taken together should be atleast 40 Lakhs.** Bank Solvency certificate has to be submitted with offer (Techno-commercial bid).
- f) **EMD Submission:** Earnest Money Deposit (EMD) as stipulated in the form of Pay order / Demand Draft in favour of Bienco Lawrie Limited, payable at Kolkata and to be submitted along with " Techno-Commercial bid . The EMD will be refunded to the unsuccessful bidder on expiry of validity of offer and for successful bidder EMD will be refunded on receipt of **"Security cum Performance Bank Guarantee"** against placement of order.

## **6.0 CONSIGNEE / CLIENT / SITE LOCATION :** Consignee's name and address to be intimated at the time of inspection.

- Bill to be raised in favour of Bienco Lawrie Limited (BLL), Kolkata.
- Materials will be received by Site In-Charge / Site Engineer of BLL
- **Client Name: West Bengal State Electricity Distribution Company Ltd (WBSEDCL). Consignee name to be mentioned in the bill & Invoice cum challan.**
- **Site Location: Newtown, Rajarhat at Kolkata**

**7.0 INSURANCE:** All sorts of insurance as applicable for construction / completion of the contract shall have to be arranged by the contractor. It will be responsibility of the Contractor to replace the defective / damaged materials / construction and make good the shortages and other losses in transit, free of cost, lodge and recover claim from insurance, under-writers / carriers.

**8.0 UNLOADING OF MATERIAL AT SITE:** Unloading of the materials (Tenderer scope of work) at the project site is in the scope of Contractor as per guideline and instruction of site-in-charge.

**9.0 TAX CLEARANCE CERTIFICATE:** The tenderer should enclose with the tender, the photocopies of latest and valid Income Tax, PF, ESIC, Contractor License , Service Tax and Sales Tax Clearance Certificates issued by the appropriate Authority .

**10.0 DEVIATION FROM SPECIFICATION:** Deviation from Commercial terms and technical specification of the tender may not be accepted. In case any deviation, except payment terms, completion schedule and technical specification , the tenderer should fill up the deviation clause in the enclosed deviation sheet format.



**11.0 VARIATION IN ORDER QUANTITY :**

**11.1** BLL reserves the right to amend the ordered quantity by  $\pm 25\%$  during the execution of the order at the rate specified in the original order.

**11.2** Quantity specified in the enquiry may be split amongst techno-commercially accepted bidders, if required, at L1 landed rates.

**12.0 APPROACH ROAD**

The tenderer has been advised to submit the tender after checking the site and condition of its existing to approach road. Any approach road, if required, is in the scope of tenderer.

**13.0 TESTING :** All tests for materials & construction to be carried out by contractor's own cost & arrangements as per the relevant I.S & Codes. Test should be carried out at any Government / WBSEDCL's approved Laboratory. Necessary Test Certificates to be submitted during execution.

**14.0 INSPECTION:** The accredited representative of BLL / CLIENT shall have access to the supplier/manufacturer/ contractor's works at any time within working hours for the purpose of inspecting the materials. The representative of BLL / Consultant / Ultimate Client shall have access to contractor's site at any time for the purpose of inspection of the work.

**15.0 PACKING & FORWARDING:** The equipment / materials and all its accessories to be securely packed and dispatched, freight paid, duly insured at supplier/ contractor's risk and cost. The packing may be in accordance with the manufacturer's standard practice. Each package shall be clearly marked and contain detailed packing list. The supplier/ contractor is solely responsible for any loss or damage during transit.

**16.0 GUARANTEE:**

**16.1** The entire construction should be guaranteed for satisfactory performance and good workmanship at least for a period of Twelve (12) months from the date of completion of entire construction.

**16.2** Any defects noticed during this period shall be rectified free of cost to BLL at the shortest possible time not exceeding 15 days from the date of intimation of defect/failure. Irrespective of number of failures and repairs, the supplier/ contractor is responsible for free replacement / re-construct of the defective materials/ construction till the expiry of the guarantee period.

**16.3** The incidental expenses, materials, labours, transport and freight charges for the replacement of defective materials / construction within the guarantee period shall be borne by the supplier / contractor.

**17.0 MATERIALS & WORKMANSHIP:**

All the materials shall be of best quality and shall be capable of satisfactory operation under service conditions indicated in Clause "Site Condition /Service Condition" without distortion or deterioration. No welding, facing or plugging of defective parts shall be permitted unless otherwise specified. They shall conform to the requirements of the appropriate Indian Standards. The entire design and construction shall be capable of withstanding the severest stresses likely to occur in actual service and rough handling during transport.



**18.0 LABOUR LICENSE** : Contractor will have to submit labour license in respect of the work as per Contract Labour (Regulation & Abolition) Act, 1970 and / or the change thereof. If contractor has not possess any labour licence from statutory authority, he has to arrange labour license for the said project and has to submit the labour payment certificate to BLL. All expenses in this account will be borne by contractor. Before commencing work, contractor has to submit the Labour license.

**19.0 EXTRA WORK** : Before executing any extra work at site, contractor has to submit offer backed by analysis to our site-in-charge. Without any written permission from our site-in-charge if any extra work will be carried out at site, BLL will not responsible for the payment of the extra work amount.

**20.0 RATE OF EXTRA ITEMS** :- The rates of all extra items, if applicable, shall be decided on pro rata basis from the existing items in the contract. The rates analysis should be submitted to BLL, based on prevailing market rates / PWD Schedule of Rate for different elements with contractor's margin/ overhead not exceeding 15%.

**21.0 SITE INSTRUCTION BOOK (SIB)**

Contractor has to maintain daily Site Instruction Book / Register at their site office duly signed by BLL's site-in-charge. In site instruction book contractor has to entry the number of labour deployed by him on daily basis and description of work, which they will carry out at site in each day. In the end of every days work both BLL's site-in-charge and contractor's representative will sign the SIB on daily basis. It is the responsibility of the contractor to submit the copy of the SIB along with their bill otherwise no bill will be processed from BLL's head office. After receiving the order, contractor has to submit a written authorisation to BLL, authorising his site-in-charge / supervisor to sign the SIB on behalf of the contractor.

**22.0 LABOUR REGISTER BOOK** :- Contractor has to maintain the labour register (attendance & payment) as per relevant labour laws at site duly signed by BLL's site-in-charge and contractor's representative on daily basis.

**23.0 CHANGE DURING EXECUTION** :-During execution no change will be carried out by the contractor without any prior permission from BLL's site-in-charge.

**24.0 WATER SUPPLY**

Water at a single point ( borewell & pump) will be provided by BLL at site for construction purposes within 30 days from the date of commencing of tenderer / contractor's work. The maintenance of borewell & pump is in the scope of tenderer/ contractor. Initially the water for construction / drinking will have to be arranged by Tenderer with his own cost.

**25.0 ELECTRICITY**

Electricity for construction purpose, if supplied by WBSEDCL/ NTESCL, the charge shall be borne by the tenderer at the rate specified by the WBSEDCL otherwise the same can be arranged by Tenderer. The Tenderer cannot claim any compensation for any failure in such supply caused due to any reason whatsoever. Necessary arrangement for connection of Electricity including illumination & cabling / wiring for construction will be in the scope of Tenderer / contractor. Statutory fee's for connection of Electricity, if any, will be borne by BLL.



### **26.0 CLEARING SITE ON COMPLETION**

On completion of the works, the contractor shall clear away and remove all constructional plant, surplus materials, debris and temporary works of every kind from the site and clean in every respect in a good and tidy condition to the satisfaction of the BLL site-in-charge.

### **27.0 TRANSPORTATION OF CONSTRUCTION MATERIAL FROM STOCKYARD TO SITE :-**

Contractor has to carry all construction material from BLL's designated place/ Store to the construction site at their own cost .

### **28.0 CONTRACTORS' RESPONSIBILITY**

The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to the nature of the site. Contractor is expected to execute, complete and maintain the works as per direction of the BLL site-in-charge. Within 7(seven) days from the date of work order, Contractor shall submit a programme / barchart showing the order, procedure and time schedule which he shall maintain in the executing the job.

### **29.0 CONTRACTORS STAFF AT SITE**

The contractor shall provide at site authorised representative who shall provide whole time supervision of the works. Such authorised agent or representative shall receive and act upon the directions/instructions of BLL's site-in-charge.

### **30.0 REMOVAL OF PERSONS FROM SITE**

BLL shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who is found guilty of misconduct or incompetent or negligent his duties. The person removed shall not be again deputed without the permission of the BLL site-in-charge.

### **31.0 NIGHT & HOLIDAY WORK**

None of the work related to contract shall be carried out during the night or in holiday or in Sunday without prior permission in writing of the BLL site-in-charge.

### **32.0 PAYMENT OF BILLS**

Measurement of works will be taken (fortnight basis) jointly with contractor & BLL / Consultant / ultimate client in the prescribed measurement books. Bill will be prepared on the basis of measurement book in the prescribed bill format available from BLL's site-in-charge.

**33.0 STORAGE SPACE** :- The contractor shall have to make their own arrangement at their cost for safe storage (guarding & security) of materials at site. BLL will provide only the storage space for the storage of material at site.

**34.0 STATUTORY APPROVAL** :- The contractor shall have to arrange the statutory approval for executing the project as per site requirement.

**35.0 DEDUCTION FROM BILLS** :- BLL will deduct **taxes & duties** from the bill of the contractor as per the prevailing Sales Tax, Income Tax and any other law. Labour CESS as applicable by Govt. of West Bengal will have to be added up in the Tenderer's price. No extra / additional payment will be released in these account.



**36.0 DELETION OF ITEMS** :- BLL reserved the rights for any deletion of items from the schedule of the contract as per the sites' requirement.

**37.0 SETTING OUT**

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels dimensions or alignments of any part of the work, the contractor on being asked to do so by BLL shall at his own expense rectify such error to the satisfaction of BLL site-in-charge.

**38.0 WORKMEN'S COMPENSATION FOR ACCIDENT OR INJURY TO ANY WORKMEN**

BLL shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident of injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Apart from this, the contractor will be liable for adhering to all labour laws, statutory requirement etc., for the labour employed.

**39.0 FACILITIES FOR OTHER CONTRACTORS** :- The contractor shall afford all requisite facilities to any other contractor employed by BLL in the execution on or near the site of any work not included in the contract.

**40.0 MACHINERIES & TOOLS** :- Contractor has to arrange all constructional machineries, tools and tackles at his own cost and risks.

**41.0 CONSTRUCTION DRAWING & AS BUILT DRAWING:** Contractor has to submit the construction drawing based on the drawing submitted along with Tender. Contractor has to submit the As Built Drawing in six(6) sets along with CD after completion of work.

**42.0 STATUTORY VARIATION IN LEVIES:**

Any upward or downward variation in Statutory levies or new levies introduced after placement of the order under this specification, shall be to the account of Biecco Lawrie Limited provided that in cases where completion schedule is not adhered to by the contractor and there are upward variation /revision after the agreed completion date, the contractor shall bear the impact of such levies and if there is downward variation/revision, BLL shall be given credit to that extent.

**43.0 LIQUIDATED DAMAGES (LD) FOR LATE DELIVERY / COMPLETION:**

The delivery / completion period as per agreed delivery / completion schedule shall be deemed to be the essence of the contract. In case of delay in delivery of the materials at destination beyond the agreed delivery schedule, LD shall be levied for an amount equivalent to 0.5 % of the total contract value for every week of delay or part thereof, subject to a maximum of 10% if not specifically stated otherwise.



For LD, the number of days of delay would be rounded off to the nearest week and interest calculated accordingly materials /equipment which are not of acceptable quality or are not conforming to specification would be deemed to be not delivered. The LD specified above shall be levied and would be en-cashed from security deposit.

**Only the date of completion of the construction will be reckoned as date of completion for this purpose. Tenderers not giving clear and specific acceptance of this clause are liable for rejection**

**44.0 FORCE MAJEURE:**

Any delays in or failure of the supply/ construction/ /performance of either party hereto shall not constitute default hereunder, or, give rise to any claim for damages, if any, to the extent such delay or failures of supplies / construction /performance is due to occurrence of events such as act of God or public enemy expropriation or confiscation of facilities by Government Authorities acts or war, rebellion, sabotage or fires flood explosions, riots or illegal strikes or any other natural calamities.

The supplier/ manufacturer/ contractor shall within 10 days from the beginning of such delay notify to BLL in writing the cause of delay BLL shall verify the facts and may grant such extension, if justified

No price variation shall be allowed during the period of force majeure and penalty would not be levied for this period.

**45.0 RISK PURCHASE:**

In case the supplier/ manufacturer/ contractor fails to adhere to the delivery / completion schedule, BLL reserves the right to purchase/ construct the balance quantity / works either from the open market / other contractor or by floating another tender and recover the extra expenditure thus incurred from the supplier / contractor. This is in addition to the rights of BLL mentioned in the specification. In case the manufacturer / contractor fails to repair the defective parts of the equipment within 7 (seven) days from the date of notice by BLL, BLL reserves the right to execute this work through other agency at the risk and cost of manufacturer/ construction.

**46.0 SETTLEMENT OF DISPUTES:**

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

If amicable settlement can not be reached then all disputed issues shall be referred for Arbitration.

**47.0 ARBITRATION:**

Any dispute of any nature whatsoever or regarding any right, liability act or account of any of the parties hereto arising out of or in relation to this contract/order shall be referred to the sole Arbitration of The Managing Director of Biecto Lawrie Limited. The award of Arbitrator so appointed shall be final and conclusive and binding on all parties to this agreement/standard terms and conditions relating to this order subject to provisions of the Arbitration and conciliation act, 1996 or statutory modification of the enactment thereof.



#### **48.0 JURISDICTION OF CONTRACT:**

The Contract/Purchase order shall be governed by the Laws of India for the time being in force. The courts of south 24 Pgs, Alipore only shall have exclusive jurisdiction to deal with dispute arising out of this contract..

#### **49.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus , devices, equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he along shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expensed of the contractor who shall also satisfy/comply with any decree, order or award made against the owner. But it shall be understood that no such machine, plant, work material or thing have been used by the owner for any. Purpose or any manner other than that for which they have been furnished and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall at his option and at his own expense, either procure for the owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

#### **50.0 GENERAL:**

- j) All entries in the tender should be neatly typewritten or hand written. There should be no overwriting.
- k) Tenders shall be in two parts as detailed below each in a separate sealed envelope marked,  
“ENVELOPE-A” AND ENVELOPE-B”.  
Envelope-A contains Bid Qualification Requirement, Technical information, Commercial terms & conditions (**Annexure-II**) or any other information and EMD. It should not contain any price bid.  
Envelope-B shall contain the Price Bids only as per format enclosed (**Annexure-I**).
- l) Telex /E-mail/ Fax or telegraphic offers will not be entertained and will be rejected.
- m) Bidders should fill-up the deviation sheet for any technical or commercial deviation. If the bidders do not submit the deviation sheet, it will be presumed that all the clauses of enclosed technical specification and commercial terms and conditions stands accepted.
- n) Entire tender documents (duplicate copy) duly signed should be returned along with quotation, as token of acceptance of terms & conditions stipulated therein



- o) BLL will not be responsible for any postal or other transit loss or delay in receipt of the tender offer.
- p) Tender documents are not transferable.
- q) Price of each tender document will be Rs. 200/- against each serial no. and to be collected from cash section of Biecco Lawrie Limited , 6 Mayur bhanj Road, Kol-23 from 10.00 A.M to 3.00 P.M from Monday to Friday and 10.00 A.M to 1.00 P.M on Saturday by paying in Cash/ pay order in favour of Biecco Lawrie Limited, payable at Kolkata. All tender to be addressed **to AGM(MM), Biecco Lawrie Limited, 6 Mayurbhanj Road , Kol- 700 023** and to be deposited in the Tender Box located in front of Purchase Department. Of same address.
- r) Canvassing in any form would disqualify quotation for consideration