

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

**TENDER DOCUMENT
FOR
STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar
Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat
Mission.**

NOTICE INVITING TENDER (NIT)

Tender No:EDPL/MSW/002-2025, Dated:16.05.2025

Implementing agency:Emdee Digitronics Private Limited.

2B,Saraswati Apartment ,114/1 Golaghata Road, Kolkata-70048

Ph: 9230512448

Email id: info@emdee.in

**Consultant:Prof. (Dr.) Pankaj Kumar Roy, School of Water Resources Engineering,
Jadavpur University, Kolkata – 700032**

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

Tender No:EDPL/MSW/001-2025 Dated:12.05.2025

:

1.	Offers are invited from agencies in two bid system mode for the STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.	
2.	Nature of Tender	Open Tender
3.	Last date & Time of Receipt of Tender	
4.	Description of Work	STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat
5.	Terms and Conditions	As per Part-I Vol-1 enclosed
6.	Cost of Tender Paper	Nil
7.	Earnest Money Deposit (EMD)	Nil
8.	Security Deposit	10% of estimated bid value(by Cheque) In favour of "Emdee Digitronics Pvt. Ltd."
9.	Technical Specifications & Drawings	As per Part-I Vol-1 enclosed
10.	Bill of quantities (BOQ)	As per Part-I Vol-2 enclosed
11.	Completion time of work (From placement of LOA) a) Foundation works	03 (Three calendar Months)
12.	Tender can be downloaded from	emdee.in, link https://emdee.in
13.	Bid (Hard copy) is to be submitted to Mr. Manash Mondal , Street No:0317, Plot No-DH6/27, New town, Rajarhat, Kolkata-700156 (Opposite to P.K.G Multispecialty Hospital), Ph/Mobile-9230512463, email id: info@emdee.in	

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

FORM OF TENDER

Ref No:

Date:

To

Emdee Digitronics Pvt. Ltd.

2B, Saraswati Apartment, 114/1 Golaghata Road, Kolkata-700048

Dear Sir,

Having examined the drawings, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having examined the site of the works and its surroundings, etc. specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender and having understood the terms and conditions including those vide the addenda, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached bill of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in General and Special conditions of contract, Appendix to the form of Tender, articles of agreement, conditions of contract, bill of quantities and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- 1. Description of Work:** STRUCTURAL STEELWORK FABRICATION Work
- 2. Time allowed for completion: 03 (Three Month)**
- 3.** Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable.
- 4.** All information and documents as required to be submitted as per the Information and Instructions to Tenderers are enclosed.
- 5.** Our bankers are: (With full address):

3 | Emdee Digitronics Pvt. Ltd. 2B, Saraswati Apartment, 114/1, Golaghata Road, Kol- 700 048

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

6. The names of partners of our firm are:

Names of the partner(s) of the firm authorized to sign

Name of person having power of Attorney to sign the Contract
(Certified true copy of the Power of Attorney should be Attached)

Yours faithfully,

Signature of Contractor

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

**DECLARATION FORMAT
[ON BIDDER'S LETTER HEAD]
DECLARATION**

Ref No:
Date:

To
Emdee Digitronics Pvt. Ltd.
2B, Saraswati Apartment,
114/1 Golaghata Road, Kolkata-700048

Dear Sir,

This is to confirm that we have not raised any objection whatsoever to or proposed any deviation whatsoever from any of the conditions put into the tender documents and conveyed through Addendum if any and hereby agree to and accept all the conditions communicated to us in any way as above whether commercial, contractual or technical.

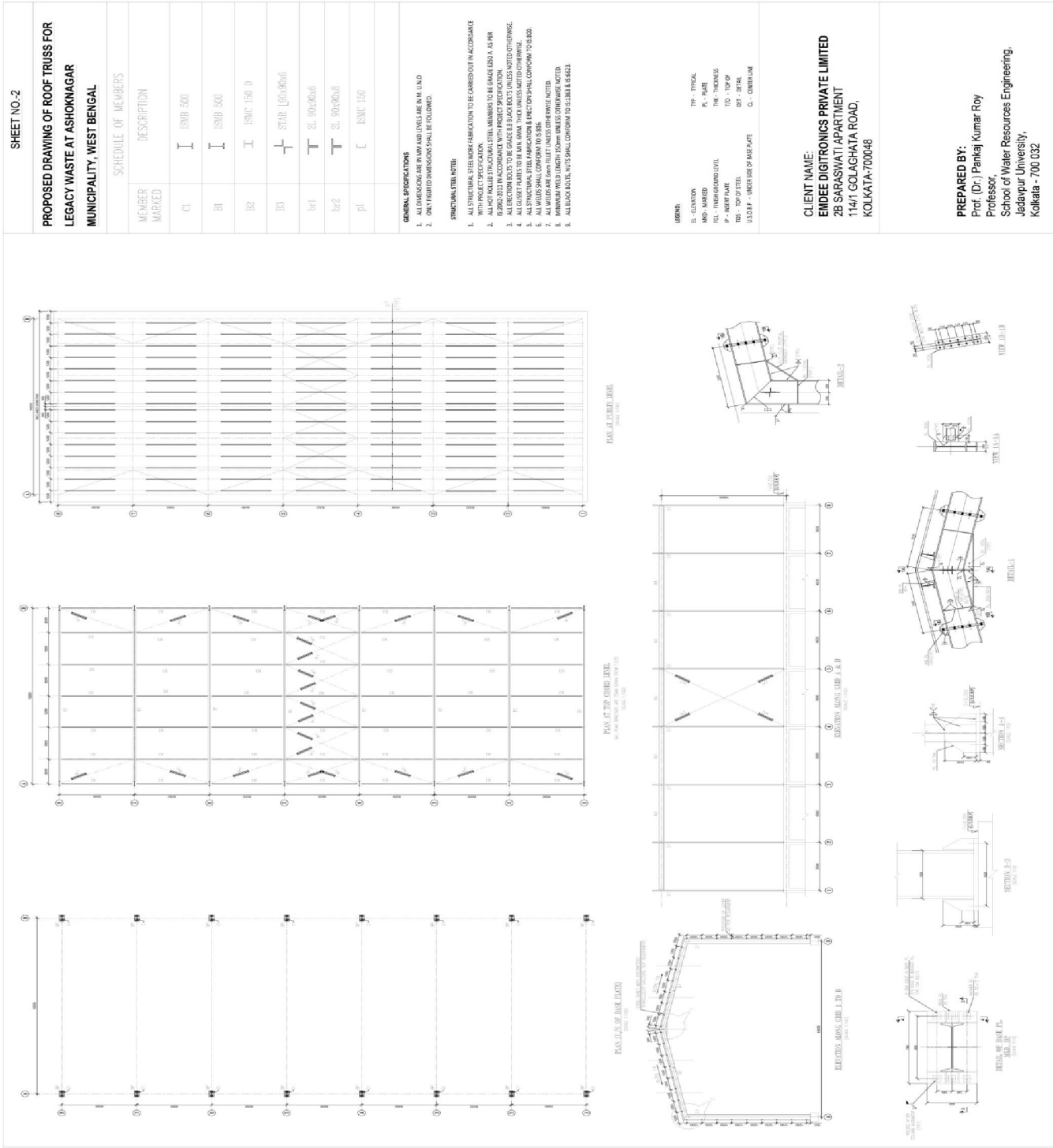
Hence, our offer shall be considered as unconditional in all respects.

Thanking you
Yours faithfully,

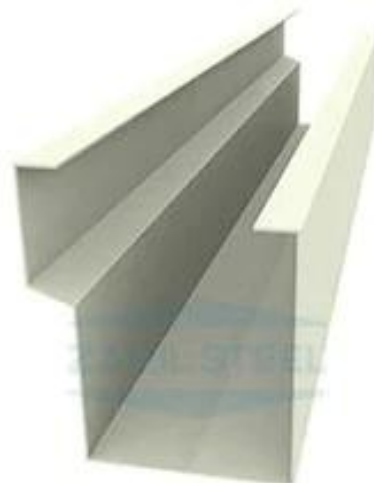
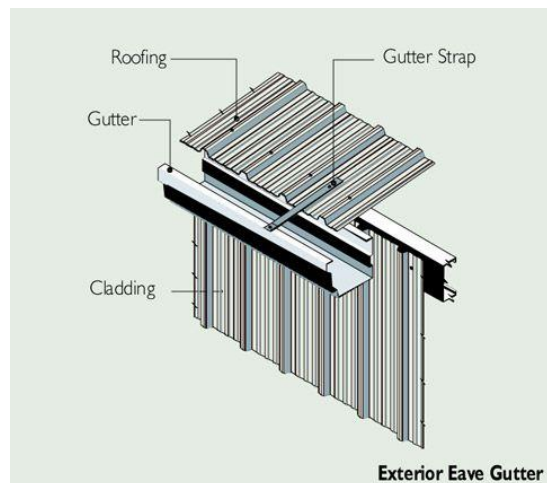
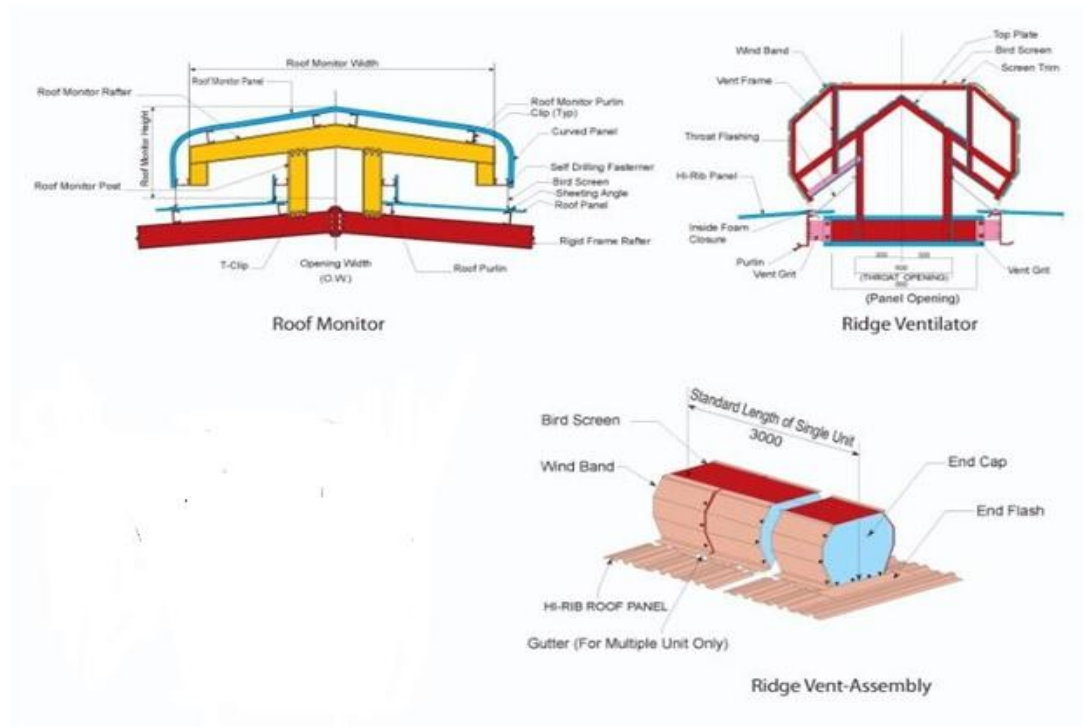
SIGNATURE OF CONTRACTOR]
COMPANY STAMP & SEAL

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

Part-I Vol-1



TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.



TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

Part-I Vol-2

SI No	Item Description	Number	Length (Meter)	Qty	Unit	Remarks
1	C1-ISMB 500	16	10	13824.00	KG	
2	B1-ISMB 500	8	18.25	12614.40	KG	
3	B2-ISMC 150 D	1	42	1377.60	KG	
4	B3-Star L90x90x6	6	42	4132.80	KG	
5	Br1-2L 90x90x6	25	6.4	2624.00	KG	
6	Br2- T 2L 90x90x8	4	11.66	980.37	KG	
7	P1 [ISMC 150 (Perlin) Roof	16	42	11020.80	KG	
8	P1 [ISMC 150 (Perlin) Wall	9	42	6048.00	KG	
9	Base Pl, Connection etc @5% total Wt			2631.10	KG	
10	Ridge vent 600mm	1	42	42	Meter	
11	Gutter - GALVALUME SHEET - 0.5mm TCT,	2	42	84	Meter	
12	Roof Rainwater pipe (PVC 6/8" Pipe)	16	10	160	Meter	
13	PPGL (pre-painted galvalume) sheets (0.5 TCT) 90% and 10% Polycarbonate Sheet (2 MM)	1		13200	Sq Feet	

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**TENDER DOCUMENT
FOR
STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar
Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat
Mission.**

(GENERAL CONDITIONS OF CONTRACT)

Client : Emdee Digitronics Private Limited.

2B,Saraswati Apartment ,114/1 Golaghata Road, Kolkata-70048

Ph: 9230512448

Email id: info@emdee.in

**Consultant : Prof. (Dr.) Pankaj Kumar Roy School of Water Resources Engineering,
Jadavpur University, Kolkata – 700032**

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

PART-I Volume-1

ITT and TERMS AND CONDITIONS OF CONTRACT

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TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

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**TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh
Municipality MSW Dumping Ground Under under Swachh Bharat Mission.**

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TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

ITEM : STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission

1 INVITATION TO TENDER

Sealed tenders are invited from Contractors for Civil Construction Work at the MSW Dumping Ground, Ashokenagar Kalyangarh Municipality under Swachh Bharat Mission.

1.1 Submission of Tender:

1.1.1 Bids are required to be submitted in TWO parts (Techno-Commercial bid & Price bid). Price bid needs to be filled up in the given price bid data sheet only, if any other attachment regarding price is found, the offer will be treated as cancelled.

(i) Part A: Techno-Commercial bid (it must contain only technical & commercial points and must not contain any price).

(ii) Part B: Price bid (containing only price – It is to be submitted separately in a sealed envelope in 1 hard copy as well as soft copy in excel format).

1.1.2 Compliance Statement, clearly highlighting deviations / exception, if any to Terms and Conditions / Technical Specifications are to be filled up. Non-specifying of the above against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to Terms and conditions, having financial implications, would be considered suitably for loading the quoted price.

1.2 Validity

1.2.1 The Price Offer must be valid for 60 days from the date of opening of the Techno-commercial Part of the Tender; otherwise, the same will not be considered at all.

1.3 Due Date

1.3.1 As per Tender Notice.

1.4 Rejection

1.4.1 If the offers are not received according to the instructions detailed herein, they shall be liable for rejection. The corrections and remarks shall be clearly mentioned and signed as applicable.

1.5 Modification of Tender Document

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

1.5.1 Emdee Digitronics Private Limited may modify the tender documents before the deadline of submission of tender by issuing Addenda which will be part of the tender documents.

DESCRIPTION AND SCOPE OF WORK

1.6 Introduction

Emdee Digitronics Private Limited are in the process of Civil Construction Work at the MSW Dumping Ground, Ashokenagar Kalyangarh Municipality under Swachh Bharat Mission

1.6.1 Bids are invited from reliable and reputed contractors having experience in similar works as per the drawing design and as per the direction of the owner / Engineer.

1.7 Contractor's Capability and Resources

1.7.1 The Contractor is to use modern construction equipment to achieve high productivity maintaining good quality control.

1.7.2 The Contractor's contract management and supervisory team is to be of suitable expertise necessary to manage site activities and logistics safely and efficiently.

1.8 Interaction with Other Site Works

1.8.1 The Contractor is to co-operate with Emdee Digitronics Private Limited in the same premises.

1.9 Site Familiarization

1.9.1 Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions / situations and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk. The Tenderer may apply to....., EMDEE DIGITRONICS PRIVATE LIMITED to arrange site visits.

1.10 Costs for Tendering

1.10.1 EMDEE DIGITRONICS PRIVATE LIMITED will not reimburse any costs incurred by the Tenderer towards preparation and submission of the Tender and attendance at any meetings.

1.11 Site Consultations

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

1.11.1 The work shall be carried out in consultation with the consultant (Sinha & Associates), EIC of EMDEE DIGITRONICS PRIVATE LIMITED Or PMC as will be appointed by the owner.

2 INSTRUCTIONS TO TENDERER

2.1 Tender Documents

Bids are invited for the “**Civil Works for** Ashokenagar Kalyangarh Municipality MSW Dumping Ground under Swachh Bharat Mission” All in accordance with the attached Conditions of Contract, Banker’s Reference, Schedule of Statutory Licenses, Form of Tender and Price Schedules.

2.2 Completion Period

2.2.1 The time required for completion of the work from the date of award of the contract is 01 calendar months from the date of issue of Letter of Award (LOA) or signing of contract agreement whichever is earlier. The Tenderer, however, is required to assess the period and confirm the completion period. The tenderer must submit a network schedule (preferably in MS Project) explaining planning and program in detail for execution of the project.

2.3 Acceptance of the Tender

2.3.1 EMDEE DIGITRONICS PRIVATE LIMITED reserves its right to accept or reject any tender in whole or in part and not bound to accept the lowest quote without assigning any reasons thereof.

2.4 Amended Offer

2.4.1 The Tenderer is not to submit / send revised or amended offers after the closing date and time of receipt of Tender Documents by EMDEE DIGITRONICS PRIVATE LIMITED.

2.5 Tender Price

2.5.1 The quoted price for the tender shall be inclusive of all charges for design (where required in the Contract, Specification, Drawings or Price Schedule), temporary works, permanent works, demolition, disposal from site, manufacture/repair, transport, handling, supply and delivery at site, supply, receipt and storage of all material and equipment at site, installation, trials, testing, commissioning , maintenance for

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

Defect Liability Period, inspection, supervision and certification at all stages, training of EMDEE DIGITRONICS PRIVATE LIMITED staff if applicable, supply of spares and special tools, Defect Liability Period and all other incidental charges for the execution of the contract and as noted in the Preamble to the Price Schedule. The quoted price shall also include all cost towards testing, certification by independent certification agency and relevant regulatory bodies as applicable. Cost of setting up of site office, testing laboratory etc. or any secondary infrastructures shall be included in the quoted price. No separate or extra payment can be claimed on such account.

2.5.2 Price shall be exclusive of all taxes, duties, GST, royalties, entry tax, service taxes any local taxes or levies payable on all transactions for due performance of work under this contract.

2.5.3 Quoted rates shall be deemed to include everything necessary to satisfactorily complete the work as per drawings/specification/ standards.

2.5.4 Prices and rates of work shall remain firm & fixed till completion of the entire work. No escalation in price or rates shall be allowed in any circumstances whatsoever.

2.6 Taxes and Duties

2.6.1 Tender price shall be fully exclusive of all applicable taxes and duties. In accordance with the Acts, Works Contract Tax as applicable shall be deducted from every bill. Also, TDS at applicable rates shall be deducted from bills as per Income Tax Act.

2.7 Mode of Submission of Tender

Bids are required to be submitted in TWO parts (Techno-Commercial bid & Price bid)

(i) Part A: Techno-Commercial bid (it must contain only technical & commercial points and must not contain any price).

(ii) Part B: Price bid (containing only price).

2.8 Tenderer to Furnish

2.8.1 Tenderer should furnish the following details in their Techno-Commercial bid:

(i) Documentary evidence by the Firm regarding their credentials for the similar nature of work in line with above.

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

- (ii) PAN No.
- (iii) Copy of Labour license certificate.
- (iv) Copy of registration of the company.
- (v) GST clearance certificate, together with copies of trade license, copies of GST registration.
- (vi) Copies of registration with PF/ESI/Service Tax authorities.
- (vii) Audited annual accounts for last three years along with annual report.
- (viii) Project organization Chart with list of proposed Key Personnel
- (ix) Proposed method of construction and installation to include proposed plant / machinery, construction methods (including temporary works), sequence of constructions, measures to ensure safety and quality.
- (x) Network Schedule in MS Project format.
- (xi) Preliminary / Outline Quality Assurance and Health & Safety Plan

2.8.2 Tenderer is to confirm submission of the same in Submission Compliance Matrix. All Matrices must be duly filled up.

2.9 Evaluation of Tenders

2.9.1 Opening of Tenders will be intimated later.

2.9.2 Tenders will be assessed by EMDEE DIGITRONICS PRIVATE LIMITED assisted by their Project Consultant.

2.9.3 The techno- commercial bid should contain adequate and well-organized information as per NIT, Specification, Drawings, etc. indication that the tenderer has carefully considered the works and would be capable of delivering the same in accordance with the contract. EMDEE DIGITRONICSPRIVATE LIMITED may seek clarifications regarding technical / commercial issues during evaluation.

2.9.4 Subsequent to Techno-commercial evaluation and negotiations, Price Bids of technically accepted bidders will only be opened and ranked in order of Total Tender Sum, lowest first i.e. L1, L2 etc.

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

2.9.5 The Price Offer will then be checked for arithmetical error and assessed for anomalous rates or prices. In the case of arithmetical error only, the Total Tender Sum will be corrected and the ranking L1, L2 etc. adjusted accordingly.

2.9.6 The tenderer with the lowest total Tender Sum (i.e. L1) after evaluation will be invited for price negotiation to arrive at justifiable/reasonable rates.

3.CONDITIONS OF CONTRACT

3.1 Application

3.1.1 Unless otherwise provided for in the Contract Documents, these Conditions shall apply to the work of all sections of the Specifications attached herewith.

3.2 Definitions and Interpretation

3.2.1 Whenever the following words and expressions occur in the Contract Documents, they shall have the meanings herein assigned to them except where the context otherwise requires:

3.2.2 Owner / Purchaser

The 'Owner' / 'Purchaser' means EMDEE DIGITRONICS PRIVATE LIMITED incorporated under the Indian Companies Act 1913, and the rules there under and statutory modification thereof, having Registered Office at 2B, Saraswati Apartment, 114/1, Golaghata Road, Kolkata 700048. West Bengal, and referred to throughout in the Contract Documents by 'Owner' or 'Purchaser' having its premises at the MSW Dumping Ground, Ashokenagar Kalyangarh Municipality under Swachh Bharat Mission. The word 'Owner' when used in conjunction with the words 'as directed', 'where directed', 'approved', 'subject to approval', 'satisfactory', 'accepted', 'equal to', 'proper', 'determined by' shall mean the Authorised representative(s) of EMDEE DIGITRONICS PRIVATE LIMITED or any other executive nominated by the Owner / Purchaser from time to time.

3.2.3 Consulting Engineer / Consultant

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

Prof. (Dr.) Pankaj Kumar Roy, School of Water Resources Engineering, Jadavpur University, Kolkata – 700032

3.2.4 Engineer

3.2.5 The term 'Engineer' means the Principal of the Consultant/ Engineer's Representative

The 'Engineer's Representative' shall be the person or persons of the Consultant and his associated sub-consultants to whom the Engineer may delegate his authority in writing for day-to-day supervision

3.2.6 Contractor

The 'Contractor' is the successful Tenderer who is awarded the Contract by the Owner to perform the Works covered by Contract and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives or assigns approved by the Owner and will be referred to as if of masculine gender and singular number, throughout in these Documents.

3.2.7 Sub-Contractor

The term 'Sub-Contractor' used herein refers to a party or parties having a direct Contract with the Contractor to whom any part of the contract has been sublet by the Contractor as per the Contract or with the consent in writing of the Consultant / Owner.

3.2.8 Inspector

Inspector shall mean the authorized representatives of the Consultant / Owner for purpose of inspection of materials / equipment's / works.

3.2.9 Work

'Work' and 'Works' means the work to be executed in accordance with the Contract and includes Permanent Works and Temporary Works.

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

3.2.10 Permanent Works

‘Permanent Works’ means all those works shown on the Contract Drawings and/or stated in the Specifications and Price Schedule which are to be executed and handed over to the Owner in accordance with the Contract.

3.2.11 Temporary Works

‘Temporary Works’ means all temporary works of every kind required in or about the execution and completion of the works by the Contractor required to execute for execution of the main job and also includes all machinery and tools, but does not include materials or other things intended to form or forming part of the Permanent Work. Generally, Temporary Works are to be removed from the site on completion of the work.

3.2.12 The Contract

‘The Contract’ means and includes the documents listed in Schedule A of the Form of Agreement placed at ANNEXURE-IV.

3.2.13 Constructional Plant

‘Constructional Plant’ means all appliances or things of whatsoever nature required in or about the execution and completion of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools, but does not include materials or other things intended to form or forming part of the permanent work.

3.2.14 Contract Price

‘Contract Price’ means the sum agreed to and named in the Letter of Intent or Letter of Award of Contract.

3.2.15 Letter of Intent (LOI)

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

‘Letter of Intent’ means a letter issued by the Owner to the successful Tenderer to notify him of intent to award him the contract;

3.2.16 Drawing

‘Drawing’ means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations and technical information of a like nature submitted by the Contractor and approved by the Engineer.

3.2.17 Site

‘Site’ means the lands and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Owner for the purpose of the Contract.

3.2.18 Month, Week and Days

‘Month’ means English Calendar month; ‘Week’ means calendar week; ‘Day’ means calendar day.

3.2.19 Commencement Date

‘Commencement Date’ means the date for the commencement of the contract as stated in the

Letter of Intent (LOI) or the Letter of Award (LOA).

3.2.20 Excepted Risks

The ‘Excepted Risks’ are riot (in so far as it is uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or acts of God such as earthquake, floods, cyclone, hurricane etc., or use or occupation by the Owner of any portion of the Works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the ‘Excepted Risks’).

3.2.21 Headings

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

The headings of each of the Clauses in these Conditions of Contract shall not be deemed part thereof or to be taken into consideration in the interpretation or construction thereof or of Contract.

3.2.22 Singular and Plural

A word importing the singular only also includes the plural and vice versa where the context requires.

3.3 Duties and Powers of Owner's Representative, Engineer, and Engineer's Representative

3.3.1 Owner's Representative

The Owner is EMDEE DIGITRONICS PRIVATE LIMITED represented by their Authorized representative(s) or any other nominated executive. The Owner's Representative shall be the person / persons authorized by the Owner from time to time. Part of the duties of the Owner's Representative has been delegated to the Engineer who will act on behalf of the Owner for those specific duties described herewith.

The Contractor shall send all correspondence in respect of the Contract to the Engineer or Owner with copies to the Owner / Engineer as applicable.

3.3.2 Engineer

The Engineer shall carry out the duties specified in the Contract with owner.

The Engineer shall exercise the authority specified in and necessarily to be implied from the Contract so that the Contractor executes and completes the works under his direction and to his entire satisfaction complying with the Engineer's direction on any matter whatsoever. The Contractor shall take instructions only from the Engineer and subject to the limitations of Clause 3.3.4 hereof, from the Engineer's Representative jointly with owner.

Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

3.3.3 Determinations

Whenever these Conditions provide that the Engineer shall proceed to agree or determine any matter, the Engineer shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars. Each party shall give effect to each agreement of determination unless and until revised under Clause 3.277 [Settlement of Disputes].

3.3.4 Engineer's Representative

The duty of the Engineer's Representative is to monitor and supervise the works to check compliance with the design, specifications and time schedule, to inspect any materials to be used or workmanship employed in connection with the works and to instruct and review testing and certification of the works and of materials used therein.

The Engineer's Representative shall be authorized to issue alteration order not implying modifications of design and to disapprove any materials and workmanship not in accordance with the Contract. He shall have neither the authority to relieve the Contractor of any of his duties or obligations under the Contract nor to order any work involving delay or any extra payment, nor to make any variation of or in the works. The Engineer may also from time-to-time delegate to the Engineer's Representative in writing such other powers and authorities vested in the Engineer. Any instruction or written approval given by the Engineer's Representative to the Contractor within the terms of such delegation and authorization, shall bind the Contractor as though the Engineer had given it, provided always as follows

:

Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking up thereof and reconstructing at the Contractor's expense and the Contractor shall have no claim whatsoever to compensation for the loss sustained by him

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If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

3.4 Drawings

3.4.1 One copy of the Drawings referred to in the General Conditions of Contract, Scope of Enquiry/ Work & Technical Specification and the Price Schedule shall be furnished to the Contractor for his use, but shall remain the property of the Owner. All drawings and other documents issued to the Contractor for his use by the Engineer shall be returned to the Engineer or his Representative at the completion of the Contract

3.4.2 The Contractor is to provide and make at his own expense working / shop or progress drawings required by him or necessary for the proper carrying out of the works and shall furnish copies of the same free of cost to the Engineer for his acceptance and information.

3.4.3 The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

3.4.4 On completion of the work, the Contractor shall prepare 'as built' drawings (duly endorsed by the Engineer) and submit three copies of each drawing along with the soft copy (both AutoCAD and PDF format).

3.5 Contractor to Execute Contract Agreement

3.5.1 The Contractor shall after acceptance of Tender enter into and execute a Contract Agreement, within 45 days of issue of LOA, whichever is soonest, to be prepared as per ANNEXURE-VI – FORM OF AGREEMENT. Until such Contract Agreement is executed the Conditions of Contract, Instruction to Tenderers, Scope of Work & Specifications, Price Schedule, Drawings and the Tender together with their acceptance thereof, shall be the construed as Contract between the Owner and the successful Tenderer.

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No payment will be made to the Contractor until the Agreement is signed by him. The Owner in consultation with the Engineer shall prepare and finalize the Contract Agreement for signing the formal Contract Agreement.

3.6 Contractor to Satisfy Himself on All Points

3.6.1 The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself or shall be deemed to have satisfied himself before submitting his Tender as to the form and nature of the Site, ground and nature of the work, the means of access to the Site, the means of disposal of debris, the working space he may require, any other local conditions / situation and in general shall himself obtain all necessary information as to risks, contingencies and any other circumstances which may influence or affect his Tender. No extra claim whatsoever shall be entertained on account of misunderstanding or otherwise of the prevailing conditions as well as scope of work.

3.7 Security Deposit

3.7.1 Security Deposit amount shall be 10% of Bid Value

3.7.2 Security Deposit shall be submitted along with the tender document in the form of Cheque in favor of "EMDEE DIGITRONICS PRIVATE LIMITED" Payable at Kolkata.

~~3.7.3 No tender shall be accepted without Security Deposit.~~

~~3.7.4 Earnest Money Deposit for unsuccessful bidders will be returned on completion of selection process of the contractor.~~

~~3.7.5 Earnest Money Deposit for successful bidders will be kept hold as "Security Deposit" which will be released on completion of defect liability period.~~

~~3.8 Performance Bank Guarantee~~

3.8.1 Successful bidders on receiving of LOI shall submit a performance bank guarantee for a value not less than 10% of his total quoted price, for a minimum period of one calendar year and may be renewed till virtual completion of the project.

3.8.2 Performance bank guarantee will be released only after virtual completion of the project

3.8.3 Alternatively, 10% of running bills will be held back towards performance guarantee and the same will be released after satisfactory completion of the job.

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3.9 The Contract and General Obligations of the Contractor

3.9.1 Applicability of Laws on the Contract

3.9.1.1 The Contract documents shall be drawn-up in English language.

3.9.1.2 The Contract shall be governed by acts as applicable and shall be subject to the jurisdiction of the High Court at Kolkata, India.

3.9.1.3 The Contract shall be governed by all applicable Indian Acts and shall include the following:

- a) The Indian Contract Act, 1872.
- b) The Workmen's Compensation Act, 1923.
- c) The Minimum Wages Act, 1948.
- d) The Contract Labour (Regulation & Abolition) Act, 1970.
- e) The Arbitration and Conciliation Ordinance Act, 1996 including modification or amendment, if any.
- f) Payment of Wages Act, 1936.
- g) The ESI Act, 1948.
- h) Child Labour Act 1986
- j) Factories Act 1948
- k) Employees P.F. & Miscellaneous Provision Act 1952
- l) Any other Act as may be applicable under the statutes from time to time.

3.9.2 Sub-contractor/Supplier/vendor working at EMDEE DIGITRONICS PRIVATE LIMITED site, shall not at any point of time be considered employee of WMC and shall have separate ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be affected. Sub-contractor/Supplier/vendor working at EMDEE DIGITRONICS PRIVATE LIMITED site, are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of EMDEE DIGITRONICS PRIVATE LIMITED viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of deposition of P.F., etc.

3.9.3 Sub-contractor /Supplier /vendor working at EMDEE DIGITRONICS PRIVATE LIMITED site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract

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Labour (R & A) Central Rules 1971 including obtaining /renewal of Labour License from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be affected.

3.9.3.1 All Sub-contractors/Suppliers/vendors engaged in the work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.

3.9.3.2 The Contractor shall comply with all the provisions under the above acts and all other applicable laws as amended from time to time. On failure to comply with above provisions and / or other applicable laws necessary deduction to be affected from the payable bills of Contractor as applicable under the law to be vetted by the Senior HR Officer of EMDEE DIGITRONICS PRIVATE LIMITED

3.9.3.3 The contractor shall ensure that all Sub-contractors/Suppliers/vendors/workers engaged in the work should comply with all the safety and environment rules and regulations.

3.9.4 Compensation to Workmen and Others

3.9.4.1 The contractor must pay all legal dues to workmen engaged by him as per the laws in force in the country. The Contractor shall at all times indemnify the Owner against all claims, damages or compensation under the provision of the Workmen's Compensation Act, 1923, and/or any other law for the time being in force as consequence of any accident or injury of any workmen, or other person whether in the employment of the Contractor or not, and also against all cost, expenses or charges of any suit, action or proceeding arising out of such accident or injury and against all sums or sums which may with the consent of the Contractor be paid to compromise any such claim suit or proceedings.

3.9.5 Labour Employed by the Contractor on Day Work Basis

3.9.5.1 Any labour supplied by the Contractor for the work on a day work basis either wholly or partly under the direct orders and control of the Contractor or Engineer, or his Representative, shall be still deemed to be person employed by the Contractor.

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3.9.5.2 The Contractor shall employ no workmen below the age of 18 years on the work in construction of any nature.

3.9.5.3 No Labour hutment shall be allowed inside the factory premises. Contractor to arrange at his own cost, this facility outside the factory premises at a nearby location to the work site.

3.9.6 Care of Contractor's Staff

3.9.6.1 The Contractor shall provide maintain and keep in a good sanitary condition adequate sanitary facility and provide drinking water at all times for the use of all men engaged on the works and shall remove and clear away same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or on the lands adjoining. Separate facilities for the female workers are to be provided by the Contractor.

3.9.6.2 The Contractor shall observe all the safety precautions as stipulated and necessary to ensure safety of his staff as well as material. Appropriate Personal Protective Equipment (PPE), and other necessary safety equipment is to be provided to staff while working and the staff are to be properly trained to use such safety equipment and to observe the safety norms.

3.9.7 Discrepancies in Contract Documents

3.9.7.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained by the Engineer who shall there upon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- a) The Contract Agreement.
- b) The Letter of Intent.
- c) The Conditions of Contract.
- d) The Specification
- e) The Drawings.
- f) The Price Schedule.

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- g) The Description and Scope of Work
- h) The Instructions to Tenderers & Special Conditions.
- i) The Letter of Tender.
- j) Any other document forming part of the Contract which is stamped, signed and dated (MOM, Letters) by the competent representatives of the Owner and the Contractor. Except that, where expressly stated, particular documents shall have higher priority.

3.9.8 Copies of Drawings prepared by Contractor

3.9.8.1 The Contractor shall provide and make at his own expense all working drawings, methods of work, programmers, schedules, specifications and other documents required by him or necessary for proper execution of the works and shall, when required, furnish four hard copies and two soft copies on CD of the same free of cost to the Engineer for his information and / or approval, without meaning thereby the shifting of Contractor's responsibility on the Engineer in any way whatsoever.

3.9.8.2 One hard copy of the Drawings etc., provided to or supplied by the Contractor as aforesaid, shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and Engineers' Representative.

3.9.9 Subletting by Contractor

3.9.9.1 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Owner. Even if such permission be granted, the Contractor shall remain responsible (a) for the act, defaults and neglect of any Sub-Contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the Contract and for active superintendence of the works by him despite being sublet, provided always that the provision of laborer's on a "piece rate" basis shall not be deemed to be subletting under this clause. However, all lapses delay due to sub- contractor will be treated as contractual failure solely on Contractor's part.

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3.9.9.2 It is to be noted that various works are to be undertaken by the contractor through some specified agencies as mentioned in the specification / BOQ. However, all lapses delay due to agencies / sub-contractor will be treated as contractual failure solely on Contractor's part.

3.9.10 Contractor's Rates to be Fully Inclusive

3.9.10.1 Unless otherwise specified, the Contractor shall be deemed to have included in this Tender / Offer all his costs for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the Site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities, insurance and other things of every kind required of the construction, erection, testing, completion and maintenance of the work including contractor's overhead and profit. In case of statutory variation in taxes and duties or imposition of any new taxes and duties due to notification of Government during the contract period and if applicable to the end product, the same may only be considered by Owner against documentary evidence.

3.9.11 Contractor to be Fully Responsible

3.9.11.1 The Contractor shall be fully responsible for undertaking the works as set out in the Contract documents.

3.9.11.2 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification / used by the Contractor.

3.9.11.3 Where the Contractor proposes to make use of existing structures, whether newly constructed or not, for temporary works including delivery to site, erection and testing, he shall have full responsibility for the adequacy of these structures and shall provide temporary works design information to the Engineer for acceptance. Any acceptance by the Engineer shall in no way relieve the Contractor of responsibility for the adequacy of his temporary works or for protection of other structures.

3.9.12 Contractor to Submit Programme, Methods of Work, Working Drawings and Schedules,

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3.9.12.1 The Contractor shall submit the following within 1(one) week from the commencement date to the Engineer or his representative for approval along with a copy to the Owner:

Detailed programme for overall work, including for bought out items, in the form of network schedule in MS Project or in any acceptable format.

Proposed procedure and methods of construction

3.9.12.2 The major activities shall be Mile-stoned by the Contractor in his programme of execution. Such activities shall be closely monitored by Owner / Engineer. The Contractor shall endeavor to reinforce his resources to maintain the programme of execution. In case of failure on the Contractor's part to do so, the Owner shall have the right to mobilize additional resources and get the works completed at the cost and risk of the Contractor. In the event of such occurrence, the Owner's decision shall be final and binding on the Contractor.

3.9.13 Submission of Cash Flow Estimate by the Contractor

3.9.13.1 The Contractor shall, within (4) four weeks from the Commencement Date, provide to the Engineer for his information a detailed cash flow estimate of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates, if required to do so by the Engineer.

3.9.13.2 The submission to and comment/acceptance by the Engineer of such cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

3.9.14 Supervision by Contractor

3.9.14.1 The Contractor shall provide necessary and adequate supervision during the execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the Defect Liability Period.

3.9.14.2 The Contractor or his competent and authorised agent or representative shall be constantly at site during working hours. The Contractor shall inform the Engineer or his Representative in writing about

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such representative / agent of him at site. Replacement of any of the authorised agent of the Contractor during the currency of Contract shall only be with prior written approval of the Owner / Engineer.

3.9.14.3 The Contractor and his authorised agent or representative shall be readily available to meet with the Owner and/or Engineer and/or Engineer's Representative and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor.

3.9.14.4 The Contractor and his authorised agent or representative shall be readily available in case of emergency outside normal working hours.

3.9.15 Contractor to Keep Qualified Personnel at Site:

3.9.15.1 The Contractor shall employ in execution of the Contract only qualified, careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at Site and the Contractor shall within 48 hours from the receipt of instruction comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work.

3.9.16 Setting Out

3.9.16.1 The Contractor shall be responsible for the true and proper fitting / alignment of the works in relation to reference points / lines / levels as applicable. The checking of any alignment or level by the Engineer or his Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve the setting out of the works.

3.9.16.2 The Contractor shall promptly notify the Engineer of any discrepancy in the setting out of the works.

3.9.17 Care of the Work

3.9.17.1 From the commencement of the works till issue of the Completion Certificate the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to

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be made good by any other agency and the expenses incurred and certified by the Engineer / Owner, shall be recovered from the Contractor.

3.9.18 Contractor to Take All Precautions

3.9.18.1 The Contractor shall at his own cost protect, support and take all precautions in regard to the personnel or structure or services or properties, whether belonging to the Owner or not, which may not be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Owner against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and / or / to any person including the Contractor's workmen. Cost of Insurance Cover taken by the Contractor shall not be reimbursed by the Owner.

3.9.19 Safety

3.9.19.1 The Contractor shall be responsible for the safety of all persons, whether his own personnel or not, who may be affected by his execution of the Works. He shall plan and execute the Works in a safe way and shall co-operate with other contractors and with the Owner to this effect.

3.9.19.2 The Contractor shall also strictly comply with the standard safety measures and rules pertaining in EMDEE KRISHNANAGAR PROJECTS PRIVATE LIMITED. (Ref- APPENDIX-D). He will also ensure that all Subcontractors do likewise.

3.9.20 Contractor to indemnify Owner against Claims for Loss Damage, etc.

3.9.20.1 The Contractor shall indemnify the Owner against all claims, demands, actions and proceedings and all costs arising there from on account of:

- a) Infringement of any patent right, design, trademark or name or other protected right, in connection with the works or temporary work.
 - b) Payment of all royalties, rent, toll charges, local taxes, works contract tax, other payments of compensation, if any, for getting all materials and equipment required.
- for the work.

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c) Unauthorized obstruction or nuisance caused by the Contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Owner or any other person.

f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to his workmen or workmen by other agencies on or near the site of work.

3.9.21 Ownership of Metal Scrap

3.9.21.1 Metal scrap materials (loose) if obtained by demolishing any structure / during excavation shall remain the property of the Owner and shall be shifted and stacked at place earmarked by owner within EMDEE DIGITRONICS PRIVATE LIMITED premises. However, steel embedded within concrete shall be disposed of from site by the Contractor along-with excess earth, debris and rubbish

3.9.22 Clearance of Site and Adherence to Requirement of Local Bodies

3.9.22.1 The Contractor's quoted rates shall be deemed to have been inclusive of the following:

a) Keeping the Site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

b) Cleaning and removal from Site all the surplus material to leave the Site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.

c) Precautionary measures to secure efficient protection of docks, riverside, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.

d) Making arrangement for deployment of all laborer's and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary. Accommodation for Contractor's personnel will not be allowed within EMDEE DIGITRONICS PRIVATE LIMITED premises without prior permission from the owner.

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e) Making arrangements in or around the Site, as per the requirements of local authority or the Engineer or his Representative, for preventing (i) spread of any infectious disease like small pox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic Liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 18 years.

3.9.23 Notice to Contractor

3.9.23.1 Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the Tender or to the Contractor's Site Office or the Registered Office of the Contractor.

The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or dispatch.

3.9.24 Contractor Not to Publish Photograph or Particulars of Work

3.9.24.1 The Contractor and his Sub-Contractor or their agents and men and any firm supplying plant, materials, and equipment shall not publish or cause to be published any photographs or description of the works without the prior permission of the Owner in writing.

3.9.25 Contractor to Provide Facilities to Outsiders

3.9.25.1 The Contractor shall render all reasonable facilities and co-operation as per direction of the Engineer or his representative to any other contractor engaged by the Owner and their workmen, to the Owner's own staff and to the men of other Public Body, on or near the site of work and in default, the Contractor shall be liable to the Owner for any delay or expense incurred by reason of such default.

3.9.26 Owner's Lien on Contractor's Plant and Equipment

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3.9.26.1 All Contractor's equipment, temporary works and materials provided by the Contractor shall, when brought to Site, be deemed to be exclusively intended for the execution of the works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer / Owner.

3.9.26.2 Security of Contractor's equipment, temporary works and materials at Site will devolve solely on the Contractor, who may deploy his own Personnel at site. The Contractor shall apply for permits for such security personnel to the Owner who will then issue the permits as per the Owner's rules and procedures and on payment of requisite fees, if any.

3.9.27 Work Site

3.9.27.1 All the work sites are within the compound of a running factory works and the Contractor's works will have to be carried out in a manner so as to avoid interruption in the normal production activities. Accordingly, the Contractor's execution programme should be drawn up and submitted to the Owner through the Engineer in advance As such it may not be possible for EMDEE DIGITRONICS PRIVATE LIMITED to entertain any claim arising out of any such delay from the Contractor. However, EMDEE DIGITRONICS PRIVATE LIMITED may grant a reasonable extension of time for the completion of the particular work affected against an application from him. A hindrance register is to be maintained duly signed by the Contractor and the Engineer for future reference. A register is also to be maintained by the Contractor to verify the compliance of Site Orders issued by the Engineer or the Owner from time to time during execution of the Works.

3.9.27.2 Before starting the work the Contractor shall intimate to the owner/Engineer the number and names of workers and other personnel together with a copy of each identity card with photograph along with a list of tools, tackles and construction materials for obtaining respective Inward Gate Pass, in triplicate one for Gate Office, one for the Engineer's Representative and the other for the Contractor. The Contractor shall be permitted similar Outward Pass on completion of work and on submission of Contractor's copy of same Inward Pass.

3.9.27.3 The Contractor shall apply for Gate Passes for taking out any materials, tools, tackles, etc. brought by him inside the EMDEE DIGITRONIC PRIVATE LIMITED. premises based on the Contractor's copy of Inward Pass and also for his personnel going out of the EMDEE DIGITRONICS PRIVATE LIMITED premises.

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The Contractor shall be responsible for any unauthorized removal of materials, tools, tackles, etc. from the EMDEE DIGITRONICS PRIVATE LIMITED premises.

3.9.28 Owner's Rules & Regulations to be followed

3.9.28.1 The Contractor and all his agents / employees at the Site or, in and about the work shall be controlled and governed by the rules and regulations of EMDEE DIGITRONICS PRIVATE LIMITED restricting the conduct of persons within the EMDEE DIGITRONICS PRIVATE LIMITED Premises.

3.9.28.2 The Contractor shall ensure that all persons employed by him in connection with this project work have understood and shall be under the purview of Indian Official Secret Act 1923 (XIX of 1923).

3.9.28.3 A copy of the said act shall be available for inspection by the Contractor at EMDEE DIGITRONICS PRIVATE LIMITED Office.

3.9.29 Accidents

3.9.29.1 The Contractor shall within 24 hours of the Occurrence of any accident at or about the Site or in connection with the execution of the work, report such accident to the Engineer / Owner and shall take all steps as is required by the prevailing law.

3.9.30 Water and Electricity

3.9.30.1 Construction water and potable water shall be provided by the Owner free of cost at one point only. Contractor at his own cost shall make necessary network to satisfy his requirement.

3.9.30.2 Electrical power supply shall be primarily arranged by the contractor at his own cost. And if it require to provide from substation or from other suitable source in EMDEE DIGITRONICS PRIVATE LIMITED Cost of supply / installation and cost of power shall be deducted from contractor's bill at prevailing tariff of the service provider.

3.9.31 Contractor to Search for Cause of Defect

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3.9.31.1 The Contractor shall when required in writing and as directed by the Engineer, or his Representative search for the cause of any defect, imperfections or fault that the Engineer or his Representative may reasonably suspect.

3.10 Insurance

3.10.1 Insurance for Works, Materials and Plant

3.10.1.1 Without limiting his obligations and responsibilities provided herein the Contractor shall insure (at his own cost) in the joint names of the Owner and the Contractor with sole beneficiary as EMDEE DIGITRONICS PRIVATE LIMITED against all loss or damage from whatever cause arising (other than the 'excepted risks') for which he is responsible under the terms of the Contract and in such manner that the Owner and the Contractor are covered during the period of construction of the Works and are also covered during the Defect Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defect Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations :

- a) The Works and the Temporary Works to the full value of such Works executed from time to time.
- b) The materials, Constructional Plant and other items brought on to the Site by the Contractor to the full value of such materials, Constructional Plant and other items.
- c) Such insurances shall be effected with an insurer and in terms approved by the Owner (which approval shall not be unreasonably withheld) and the Contractor shall have to produce to the Engineer / Owner the policy or policies of insurance and the receipts for payment of the current premiums. Copies of policy / policies together with any endorsement to policy, if any, and receipts for payment of current premiums shall be submitted to the Engineer / Owner for record.

3.10.2 Limitation of Liability for Damage and Injury

3.10.2.1 The Contractor shall take every practicable precaution not to cause any damage or injure any adjoining or other properties or any person. He shall indemnify and keep indemnified the Owner and the Consultant/ Engineer against all claims for injuries or damage to any person or any such property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works

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and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Owner against any compensation or damages for or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof.
- b) The right of the Owner to construct the Works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Injuries or damages to persons or property resulting from any act or negligence of the Owner, his agents, servants or other Contractors (not being employed by the Contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto

3.10.3 Insurance to Cover Liability under Workmen's Compensation Act & Employers' Liability Act

3.10.3.1 The Contractor shall be responsible for affecting insurance on account of the personnel engaged and deployed by the contractor for the project under a separate policy at his own cost, in the joint names of the contractor and the owner against such liability arising out of workmen's compensation act and Employer's Liability Act, and any other insurance in accordance with the Indian Law and resolutions , with a an Insurer and shall continue such Insurance during the whole of the time that any persons are engaged or deployed by him in the project and when required shall produce to the Engineer such Policy or Policies of Insurance and the receipt for payment of current premium.

3.10.3.2 PROVIDED ALWAYS that in respect of any persons engaged / deployed by the sub-contractor in the project, the Contractor's obligation to insure under this clause shall be satisfied if the subcontractors

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have insured against the liability as stated above in such manner that the Owner is Indemnified under the Policy but the Contractor shall require such sub-contractors to produce to the Engineer as and when required such Policy of insurance and the receipt of payment of current premium.

3.10.4 Failure to Keep in Force the Insurance

3.10.4.1 If the Contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of the Contract then and in any such case the Owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid from any amount due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

3.11 Commencement, Execution and Completion of Work

3.11.1 Contractor to Commence Work

3.11.1.1 The Contractor shall mobilise and commence the work on site on the Commencement Date stated in the LOI. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representative, time being deemed the essence of the Contract on the part of the Contractor.

3.11.2 Site Office of Contractor

3.11.2.1 The Contractor shall provide and maintain a suitable office at or near the Site, to which the Engineer's Representative may send communications and instructions for use of the Contractor.

3.11.3 Contractor to Observe Owner's Working Hours

3.11.3.1 Unless specified otherwise in the Contract or prior permission of the Engineer has been taken, the Contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Owner's system, except in so far as it becomes essential on account of safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the Contractor, then the Engineer or

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his Representative shall order and the Contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the Contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

3.11.4 Contractor to Supply all Materials

3.11.4.1 Unless stipulated otherwise in the Contract, all materials required for the work shall be procured and supplied by the Contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative, The Engineer shall exercise his sole discretion to accept and / or reject any such materials.

3.11.5 Materials and Workmanship Codes to be followed

3.11.5.1 The Contractor shall comply with the relevant Codes stated in the Specification.

3.11.6 Contractor to Submit Sample for Approval

3.11.6.1 Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.

3.11.7 Cost of Testing

3.11.7.1 Unless stipulated otherwise in the Contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the Contractor.

3.11.8 Materials / Work not Acceptable to Engineer

3.11.8.1 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (a) for removal from the Site of any material which in his opinion is not in accordance with the Contract or the instruction of the Engineer or his Representative, (b) for the substitution by the proper and suitable materials, or (c) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the Contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the Contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Owner by engaging any outside agency at the risk and expense of the Contractor and after giving him a written prior notice of 7 (seven) days. The Contractor shall extend his full assistance as required by the Engineer during inspection.

3.11.9 Approval for Covering up any Portion of Work

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3.11.9.1 No work shall be covered up and put out of view by the Contractor without approval of the Engineer or his Representative and whenever required by him, the Contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his Representative from time to time and shall reinstate or make good those parts of the works thus affected to the satisfaction of the Engineer, all at the cost of the Contractor.

3.11.10 Suspension of Work

3.11.10.1 On a written order of the Engineer or his Representative with the expressed consent of the Owner, the Contractor shall delay or suspend the progress of the whole work or part till such time the written order to resume the execution is received by him. During such suspension the Contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative

3.11.11 Resumption of Work

3.11.11.1 After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

3.11.12 Reduction in Volume of Work

3.11.12.1 If at any time before or after commencement of the work the Owner does not require the whole of the work Tendered for, the Engineer shall notify the same to the Contractor in writing and the Contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for un-derived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

3.11.13 Completion Certificate

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3.11.13.1 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the Contract, the Contractor shall, within 21 (twenty one) days of submission of his application to the Owner / Engineer, be entitled to receive from him a Certificate for Completion of work. If any part of the total work having been completed to the satisfaction of the Owner / Engineer, be taken over and / or used by the Owner, the Contractor shall on application be entitled to partial completion certificate indicating the portion of the work covered by it, so that the Contractor's liability during Defect Liability Period of the Contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

3.12 Tests on Completion

3.12.1 Contractor's Obligations

3.12.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Clause 3.11.7 [Cost of Testing].

3.12.1.2 The Contractor shall give to the Engineer 21 (twenty-one) days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 (fourteen) days after this date, on such day or days as the Engineer shall instruct.

3.12.1.3 In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Owner on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

3.12.2 Delayed Tests

3.12.2.1 If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 (twenty-one) days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

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3.12.2.2 If the Contractor fails to carry out the Tests on Completion within the period of 21 (twenty one) days, the Owner's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

3.12.3 Retesting

3.12.3.1 If the Works, or a Section, fail to pass the Tests on Completion, Clause 3.11.8 [Materials/ Work not acceptable to Engineer] shall apply, and the Engineer or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

3.12.4 Failure to Pass Tests on Completion

3.12.4.1 If the works, or a Section, fail to pass the Tests on Completion repeated under Clause 3.12.3 [Retesting], the Engineer shall be entitled to:

- a) Order further repetition of Tests on Completion under Clause 3.12.3.
- b) If the failure deprives the Owner of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Owner shall have the same remedies as are provided in Clause 3.18.1 [Contractors obligation for Defect Liability].

3.13 Terms of Payment

3.13.1 All Interim Payments are advances.

3.13.1.1 No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion has been given by the Owner / Engineer.

3.13.1.2 On account payments, shall all be treated as mere advances, which shall stand recoverable in full or in part, if the Owner so decides in the context of Contractor's unfulfilled Contract condition, if any.

3.13.2 Payment Schedule:

3.13.2.1 The schedule of payment based on major milestones shall be as under in terms of percentage of the total contract price or total value of actual work (i.e. including all taxes and duties, levies etc.). This schedule shall be strictly adhered to and at no instance shall the contractor be due for any interim payments other than specified in this clause.

I. Progressive payment i.e. R/A Bill:

(a) The value of actual work done will be paid progressively against R/A bill at a frequency of once in a month during construction. The amount to be paid in a month shall be evaluated on the basis of actual permanent works done during the previous month, against the Price Schedule and Unit Rates, on certification of quantum and quality of work by Engineer / Engineer's Representative.

II. Submission of Stage Payment Bills by the Contractor:

The Contractor shall submit to the Engineer, bills for the stage payments as laid down at clause 3.13.2, for the amount due along with all relevant documents each signed by the Contractor's representative, such as Bank Guarantee, interim measurement and valuation of the works, material entry documents, etc. signed by the Engineer's Representative, certificates of inspection/ trials, as may be applicable to respective stages.

3.13.3 Processing of Stage Payments

3.13.3.1 The Engineer shall, within 14 (fourteen) days of receiving such statement, deliver to the Owner an Interim Payment Certificate stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject to the condition that the contractor obeyed all the terms & condition of the agreement and executed the work up to the satisfaction level.

3.13.4 Correction of Certificates

3.13.4.1 The Engineer may by any interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate, which shall have been issued by him and shall have authority, if any

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work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

3.13.5 Final Statement of Completion

3.13.5.1 No later than 60 (Sixty) days after the issue of the Completion Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer three copies of a statement of Completion with supporting documents showing in detail, in the form approved by the Engineer:

- a) The final value of all work done in accordance with the Contract up to the date stated in such Completion Certificate.
- b) Any further sums which the Contractor considers to be due.
- c) An estimate of amounts, which the Contractor considers, will become due to him under the Contract.
- d) The final reconciliation statement of materials.

3.13.5.2 The estimated amounts shall be shown separately in such Statement of Completion. The Engineer shall certify payment in accordance with Clause 3.13.3

3.13.5.3 If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the 'Final Statement').

3.13.5.4 If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Owner an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 3.277.

3.13.6 Discharge

3.13.6.1 Upon submission of the Final Statement, the Contractor shall give to the Owner, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all dues to the Contractor arising out of or in respect of the Contract. Provided that such

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discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Clause 3.13.7 has been made and the Performance Security, if any, referred to in Clause 4.8 has been returned to the Contractor.

3.13.7 Final Payment Certificate

3.13.7.1 Within 30 (Thirty) days after receipt of the Final Statement, the Engineer shall issue to the Owner (with a copy to the Contractor) a Final Payment Certificate stating:

- a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- b) after giving credit to the Owner for all amounts previously paid by the Owner and for all sums to which the Owner is entitled, the balance, if any, due from the Owner to the Contractor or from the Contractor to the Owner as the case may be.

3.13.8 Cessation of Owner's Liability

3.13.8.1 The Owner shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement.

3.13.9 Time for Payment

3.13.9.1 The amount due to the Contractor under any interim payment certificate issued by the Engineer pursuant to this clause or to any other term of Contract shall be paid by the Owner to the Contractor within 30 days after such interim payment certificate has been delivered to the Owner with Correct Invoice subject to a maximum of 60 days from the date of submission of the statement by the Contractor to the Engineer with Correct Invoice.

3.14 Currencies of Payment

3.14.1 The Contract Price shall be paid in Indian Rupees.

3.15 Excess Payment and Interest

3.15.1 Excess Payment

3.15.1.1 No Certificates of the Engineer or his Representative shall protect the Contractor against or prevent the Owner from obtaining repayment from the Contractor, in case the Engineer or his

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Representative should over-certify for payment or the Owner should over-pay the Contractor on any account.

3.15.2 Interest

3.15.2.1 No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Owner, owing to any dispute or otherwise.

3.16 Variation and its Valuation

3.16.1 Engineer's Power to Vary the Work

3.16.1.1 Subject to the provisions the Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary with prior intimation to the Owner and the Contractor upon receipt of such an order shall act as follows:

- a) Increase or decrease the quantity of any work included in the Contract.
- b) Omit any work included in the Contract.
- c) Change the character or quality of kind of any work included in the Contract.
- d) Execute extra and additional work of any kind necessary for completion of the works.

3.16.2 Quantities in Price Schedule are Estimated

3.16.2.1 The quantities set out in the Price schedule of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor in fulfilment of his obligation under the Contract. Quantity may vary up to any extent and the contractor will not be allowed to claim any compensation/escalation whatsoever for such variation.

3.16.3 Variation by Engineer does not Vitiates the Contract

3.16.3.1 No such variation shall in any way vitiate or invalidate the Contract or be treated as revocation of the Contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's & owner's joint decision shall be taken into account and the Contract Price shall be varied accordingly without any change in agreed rates of Price Schedule/BOQ on account of variation.

3.16.4 Payment for Extra, Additional, Omitted, Substituted Work

3.16.4.1 The Contractor shall not be entitled to any claim of additional work unless they have been carried out under the written orders of the Engineer.

3.16.4.2 The Engineer shall determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any additional work done or work omitted by his order subject to approval of the Owner.

3.16.4.3 All additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive subject to owner's approval.

3.16.4.4 Rates of item of work that is not included in the schedule of items/BOQ shall be fixed as per the following procedure:

(a) Where the extra works are of similar character and of equivalent value and / or executed under similar conditions as to any item of work appearing at Schedule of Quantities, then the rates for such extra items shall be equal to the rates of such items.

(b) If the extra works are of similar character but differing in particulars then the rate of such item or items shall be derived from Schedule of Quantities, as modified to take fair account of the differences in particulars.

(c) Where items of similar character are not contained in the Schedule of Quantities and none of the foregoing methods are applicable, rates shall be based on the norms of PWD/CPWD for labour, materials content respectively. However, in both cases local prevailing market rate for labour & material shall be adopted.

(d) Where rates for extra item of works cannot be established by rate analysis as per the above, then rate for such item shall be estimated and fixed by the Engineer based on the market rates and assessment for labour, materials and other factors involved thereon.

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3.17 Delay/ Extension of Completion Time / Liquidated Damage / Risk Purchase / Termination of Contract

3.17.1 Extension of Completion Time

3.17.1.1 Should the quantum of additional work of any kind and/or for the reasons of 'Excepted Risks' as per clause 3.2.20 cause delay in completion of the work, the Contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 (seven) days from the date of occurrence of the reason and the Engineer shall there upon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and recommend to the Owner in writing the extension period as he would deem proper for completion of the work, with or without the imposition of 'Liquidated Damage' Clause 3.17.2 hereof on the Contractor. The decision of the Owner shall be binding on the Contract. If an extension of completion time is granted by the owner without imposition of Liquidated Damage, the Liquidated Damage as per Clause 3.17.2 shall apply from the date of expiry of the extended period, if the work were not completed within the extended time.

3.17.2 Liquidated Damage or Other Compensation

3.17.2.1 If the Contractor fails to complete the work within the stipulated date as per Contract, the Contractor shall pay as compensation (Liquidated Damage) to the Owner and not as penalty at the rate of 0.5% (Half percent) of the total value of work (Contract Price) as mentioned in the LOA / Work order, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 5% (five percent) of the Contract Price.

3.17.3 Risk Purchase

3.17.3.1 Without prejudice to any of his legal rights, the Owner shall have the power to recover the said amount of compensation / damage, from any amount due or likely to become due to the Contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the Contract and in the case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency or department at the risk and expense of the Contractor, after a minimum 3 days' notice in writing has been given to the Contractor by the Engineer or his Representative.

3.17.4 Termination of Contract

3.17.4.1 Without being liable for any compensation to the Contractor, the Owner may, in his absolute discretion, terminate the Contract in part or as a whole after giving him a minimum 7 (seven) days notice in writing, due to the occurrence of any of the following reasons and the decision of the Owner in this respect shall be final and conclusive:

- a) The Contractor has abandoned the Contract.
- b) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- c) The Contractor has failed to commence the works or, without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) The Contractor has failed to remove materials from Site or to dismantle or demolish and replace work for 7 (seven) days after receiving from the Engineer or his Representative the written notice stating that the said materials or work are condemned and rejected by him under this conditions.
- e) The Contractor is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.
- f) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Owner and / or the Engineer or to any person on his or their behalf in relation to the execution of the Contract.
- g) The Contractor is adjudged insolvent or enters into composition with his creditors or, being a company, goes into liquidation either compulsorily or voluntarily.

3.17.4.2 Upon receipt of the letter of termination of work, which may be issued by the Owner, the Contractor shall hand over all the Owner's tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 (seven) days of receipt of such letter.

3.17.4.3 In all such cases of Termination of work, the Owner shall have the Power to complete the work through any other agency or department at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work.

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beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the Contract.

3.17.4.4 Upon termination of Contract, the Contractor shall be entitled to receive payment of the value of work actually done or materials actually supplied by him and subject to recoveries as per Contract, provided the work done and materials conform to specifications at the time of taking over by the Owner. The payment for work shall be based on measurements of actual work done and priced at approved Contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Owner. However, taking over of materials brought to Site but not consumed in the work shall be at the discretion of the Owner, and the Owner at his absolute discretion may ask the Contractor to remove such unutilized materials from the work Site. The Owner's decision in all such cases shall be final, binding and conclusive.

3.17.4.5 The Owner shall have the power to retain all amounts due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Owner are known in all respects.

3.18 Defect Liability and Refund of Performance Bond

3.18.1 Contractor's Obligation for Defect Liability

3.18.1.1 The work executed including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) Calendar months from the date mentioned in the Final Completion Certificate, unless otherwise agreed in writing by the Owner / Engineer; this will be deemed as the 'Defect Liability Period'. Any defect / fault, which may appear in the work during aforesaid period, arising, in the sole opinion of the Owner/Engineer, from plant, equipment, materials or workmanship not in accordance with the Contract or the instruction of the Engineer or his Representative shall, upon the written notice of the Owner / Engineer, be amended and made good by the Contractor at his own cost by attending defect / fault within 24 hours and thereafter liquidating defect / fault well within three days of the date of such notice, to the satisfaction of the Owner / Engineer, failing which the Owner / Engineer shall have the defects amended and made good through other agency or department at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer. During the above

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guarantee period, the Contractor shall assume full responsibility for rectifications of any defective work, equipment or components thereof including all direct expenses relating to removal and repositioning of replacement/repaired equipment or component thereof and subsequent test and trial incurred thereon without any financial implication to Owner.

3.18.1.2 The Contractor shall make suitable arrangements to provide prompt and effective services/support for smooth operation of equipment/system during the above defect liability period.

3.18.2 Certificate of Final Completion

3.18.2.1 The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Owner, until a Final Completion Certificate shall have been signed and issued by the Engineer to the Owner after all obligations under the Contract including that in the Defect Liability Period, if any, have been fulfilled by the Contractor.

3.19 Defect Liability Period

3.19.1 Defect liability period will be 12 (twelve) months from the virtual completion of the work. The Owner shall be entitled to an extension of the Defect Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. Except that a Defect Liability Period shall not be extended by more than two years.

3.20 Removal of Defective Work

3.20.1 If the defect or damage cannot be remedied expeditiously on Site and the Owner gives consent, the Contractor may remove from Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

3.21 Further Tests

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3.21.1 If the work of remedying any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

3.21.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Clause 4.18.1 [Contractor's Obligation for Defect Liability], for the cost of the remedial work.

3.22 Right of Access

3.22.1 Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Owner's reasonable security restrictions.

3.23 Unfulfilled Obligations

3.23.1 After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

3.24 Clearance of Site

3.24.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

3.24.2 If all these items have not been removed within 30 (Thirty) days, after the Owner receives a copy of the Completion Certificate, the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

3.24.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Owner's costs, the Contractor shall pay the out-standing balance to the Owner.

3.25 Special Risks

3.25.1 No Liability for Special Risks

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The Contractor shall be under no liability whatsoever in consequence on any of the Special Risks referred to in Clause 3.25.2 whether by way of indemnity or otherwise for or in respect of:

Destruction of or damage to the Works, except the work condemned under.

the provisions of Clause 3.9.10 prior to the occurrence of any of the said special risks.

Destruction of damage to property, whether of the Owner and third parties, or

Injury or loss of life.

3.25.2 Special Risks

3.25.2.1 The Special Risks are the risks defined under Clause 3.2.20 "Excepted Risks".

3.25.3 Damage to Work by Special Risks

3.25.3.1 If the Works sustain destruction or damage by reason of any of the said Special Risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed to payment for rectifying any such destruction or damage to the Works, and the Engineer shall determine an addition to the Contract Price and shall notify the Contractor accordingly, with a copy to the Owner.

3.25.4 Projectile, Missile

3.25.4.1 Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring, of any mine, bomb, shell, grenade or other projectile, missile, munitions, or explosive of war, shall be deemed to be a consequence of the said Special Risks.

3.25.5 Increased Costs Arising from Special Risks

3.25.5.1 Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Owner shall repay to the Contractor any costs of the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause

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3.11.8 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Owner and the Contractor, determine the amount of the Contractor's cost in respect thereof which shall be added to the Contract Price and shall notify the Contractor Accordingly, with a copy to the Owner.

3.25.6 Outbreak of War

3.25.6.1 If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavours to complete the execution of the Works. Provided that the owner shall be entitled, at any time after such outbreak of war, to suspend the Contract by giving notice to the Contractor and thereafter terminate the Contract.

3.25.7 Removal of Contractor's Equipment on Termination

3.25.7.1 If the Contract is terminated under the provisions of Clause 3.17.4, the Contractor shall, with all reasonable dispatch, remove from the site all his Equipment and shall give similar facilities to his Sub-Contractors to do so.

3.25.8 Payment if Contract is Terminated

3.25.8.1 If the Contract is terminated as aforesaid, the Contractor shall be paid by the Owner, in so far as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a) The amounts payable in respect of any preliminary items referred to in the Price Schedule , so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;
- b) A sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works in so far as such expenditure has not been covered by any other payments referred to in this.

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Clause;

3.25.8.2 Provided that against any payment due from the owner under this Clause, the Owner shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's equipment, materials and plant and any other sums which, at the date of termination, were recoverable by the Owner from the Contractor under the terms of the Contract. Any sums payable under this Clause shall, after due consultation with the Owner and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Owner.

3.26 Release from Performance

3.26.1 If any circumstance outside the control of both parties arises after the issue of the Letter of Intent which renders it impossible for either or both parties to fulfil his or their Contractual Obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 3.27 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Owner to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 4.25, if the Contract had been terminated under the provisions thereof.

3.27 Settlement of Disputes

3.27.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof during the tenure of after expiration/termination of this Contract.

3.27.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within 30 (thirty) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration in accordance with the provisions of Clauses 4.27.3, 4.27.4 and 4.27.5 hereinafter.

3.27.3 If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (retain whichever is applicable) the same shall be referred to a Neutral arbitrator to be decided and appointed by EMDEE DIGITRONICS PRIVATE LIMITED for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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3.27.4 Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

3.27.5 The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

3.27.6 Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the MD of EMDEE DIGITRONICS PRIVATE LIMITED , on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer of EMDEE DIGITRONICS PRIVATE LIMITED or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

3.27.7 The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of EMDEE DIGITRONICS PRIVATE LIMITED Language for Arbitration shall be English.

3.28 The Owner

3.28.1 Right of Access to the Site

3.28.1.1 The Owner shall give the Contractor right of access to and possession of, such parts of the Site as are notified in writing by the Owner and within the time (or times) stated in the programme submitted [Contractor to submit programme], subject to written acceptance of the programme by the Owner. The right and possession may not be exclusive to the Contractor.

3.29 Milestone Activities

Sl. No	Milestone	Duration (In Month)
Colorant Plant		
1.	Completion of finishing work	03

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4 LIST OF APPENDICES

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2.	APPENDIX - B	CONTRACTORS RESPONSIBILITIES
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5 LIST OF ANNEXURES

Sl. No.	Annexure	Details
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APPENDIX-A
SPECIAL CONDITIONS OF CONTRACT
(Relating to Labour Laws)

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/it's own risk and responsibility.
2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act,1970or any other applicable/ appropriate enactment.
3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-
 - a) Contractor Labour (R & A) Act,1970 and Central & State Rules as applicable.
 - b) The Indian Contract Act, 1872.
 - c) The Workmen's Compensation Act, 1923.
 - d) The Minimum Wages Act, 1948.
 - e) The Arbitration and Conciliation Ordinance Act, 1996 including modification or amendment, if any.
 - f) Payment of Wages Act, 1936.
 - g) The ESI Act, 1948.
 - h) Child Labour Act 1986
 - i) Factories Act 1948
 - j) Employees P.F. & Miscellaneous Provision Act 1952
 - k) The West Bengal Workmen's House-Rent Allowance Act, 1974
 - l) Industrial Employment (Standing Orders) Act, 1946
 - m) Model Standing Order Act 1946
 - n) Payment of Gratuity Act 1972
 - o) Payment of Bonus Act 1965 & 2015
 - p) Maternity Benefits Act 1961
 - q) Equal Remuneration Act 1976

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r) Industrial Dispute Act 1947

s) The West Bengal Labour Welfare Fund Act, 1974

t) The Building & other Construction Works (RE &CS) Act, 1996 & Rules

u) Any other Act as may be applicable under the statutes from time to time.

4. Contract Labour (R & A) Act, 1970 & rules framed there under. The Contractor is to comply with all the provisions of the Act including the following important requirements under the Act.

a) To obtain a labour License issued by the Competent Authority (i.e. Licensing Officer) where the execution of works are to be carried out. The contractor, on whom the contract is awarded by the Principal Employer /EMDEE DIGITRONICS PRIVATE LIMITED is required to obtain License for all the Contractor Labours working under it/him, including the Contractor Labour of his /its sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer /EMDEE DIGITRONICS PRIVATE LIMITED premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office / Authority for obtaining /renewal of the Labour License etc. in respect of contractual work executed by him /it for the principal Employer/EMDEE DIGITRONICS PRIVATE LIMITED

b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/EMDEE KRISHNANAGAR PROJECTS PRIVATE LIMITED. at regular intervals and also as and when required.

c) the Contractor shall be responsible for payment of wages to each workman employed by it /him in accordance with law and the disbursement of wages shall be made in presence of authorized representative of the Principal Employer /EMDEE DIGITRONICS PRIVATE LIMITED. No wage period shall exceed one month and wages of every workman shall be paid within three days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7th day from the end of wage period.

d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF

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&MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.

e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract labour (R & A) Act and the Rules framed there under. A Notice board shall have to exclusively earmarked for above purpose.

f) A copy the notice as per Rule 81 (2) of the at shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.

g) As per Rule 81 (30 of the Act, information of commencement / completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.

5. Photocopies of Registration Certificates of Code Nos. along with current documents/ challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.

6. Compliance of EPF & MP Act:

a) The Contractor shall have own P. F Code no. against his Firm and submit the same to EMDEE DIGITRONICS PRIVATE LIMITED. while entering into /finalizing tender.

b) P.F shall have to be deposited against own code of the Contractor and P.F. Challan along with Annexure for P.F deposition against Contract Labour, name wise, shall have to submitted to the Principal Employer by the 20th of every month. Besides, all other statutory returns pertaining to P.F. are to be submitted by the Contractor in time.

c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of it's Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit challan in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/EMDEE DIGITRONICS PRIVATE LIMITED

7. Compliance of ESI Act:

The Contractor shall have own ESI Code No as against his Firm and submit the same to EMDEE DIGITRONICS PRIVATE LIMITED. while entering into contract/ finalizing tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI Act/Scheme and pay the monthly

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contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/EMDEE DIGITRONICS PRIVATE LIMITED.

The Contractor expressly undertake that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons, the Principal Employer/EMDEE DIGITRONICS PRIVATE LIMITED will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.

8. Contractors having ESI Code:

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /EMDEE DIGITRONICS PRIVATE LIMITED for proper control. In addition, they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer /EMDEE DIGITRONICS PRIVATE LIMITED Such documents will be monthly challan for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.

9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B'.

10. The Contractor engaged in Shipbuilding works is require t obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.

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**APPENDIX- B
CONTRACTORS RESPONSIBILITIES**

1. Obtain Labour License (Form VI) from 'Licensing Authority', and to submit a copy of 'License' to the Retainer and concerned Unit HR Department.
2. 'License' to be renewed by applying in Form-VII to 'Licensing Authority' at least 30 days before expiry and copy to be furnished to the Retainer and HR Department.
3. The contractor shall be responsible for payment of wages to each workman employed by him. The wages of every workman shall be paid within three day's from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases within/ before the expiry of the seventh day from the end of the wage period. Date, Time, Place of payment wage /unpaid wages, minimum rate of wages, hours of work, wage period, name address and designation of Inspector having jurisdiction etc., are to displayed in a Notice Board at conspicuous place and copy to submitted to Retainer and HR Department. All other statutory payments are to be made within the due date as per statute.
4. It shall be the duty of the Contractor to ensure that timely disbursement of wages is made in the presence of the authorised representative of the Principal Employer – i.e. representative of the HR DEPT/ Retainer. Certification of the Register Wages by the representative of the Retainer/HR Dept. would be made with the following endorsement: -"Certified that the amount shown in Column No. has been paid to the workmen concerned in my/ our presence on at"
5. Register of Workmen employed by the Contractors shall be maintained in Form XIII and produced before the Retainer and HR Dept.
6. Muster Roll Register (Form-XVI), Register of Wages (Form- XVII), Register of Deduction of Damages or Loss (Form-XX), Register of Fines (Form-XXI), Register of Advance (Form-XXII), Register of Overtime (Form-XXIII) Service Certificate – (Form XV) are to be maintained and produced before Retainer/ HR Dept.
7. Returns in Form-XXIV (in duplicate) to be sent by the Contractor to the Licensing Officer for the Half – year ending 30th June and 31st December each year endorsing copy to HR Dept./ Retainer.
8. Ensure issuance of Wage Slip (Form XIX) to each labour at least a day prior to disbursement of wages and copy be submitted to Retainer/ HR Dept.
9. Copy of Nomination and Declaration Form -2 (REVISED) under EPF (MP) Act, 1952 in respect of all labourers to be submitted to Retainer/ HR Dept.

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10. Monthly Return (Statement of contribution) in Form -12A (Revised duly filled in along with challans for deposit of PF contribution, is to be submitted to the Retainer by 20th days happens to be Sunday/Holiday, the same is to be submitted on 21st /next working day.
11. Consolidated Annual Contribution Statement/ Returns in Form 6A and contribution card for current period in Form- 3A (Revised) to be submitted to RPFC with a copy to Retainer/ HR Dept. within 30th April each year.
12. Status on Employees Provident Fund Scheme in Form -19 and status on Form-10-C (EPS) for workmen ceasing employment and claiming withdrawal benefit, to be furnished forth with to Retainer /HR Dept and the settlement of gratuity if any to be borne by the Contractor.
13. Every contractor shall send to the Commissioner EPF, within 15 (fifteen) days of close of each month, a Return in Form-5 under paragraph 36 (2)b of EPF Scheme 1952 & EPS 95 [Para 20(4)].
14. ESI & PF Registration Certificate in original to be produced before the Retainer/ HR Dept. and copy submitted before / at the time of commencement of work.
15. ESI Challans against deposit of monthly contributions of workmen be submitted every month, by 21st day of the subsequent months, to ESI Authorities and copies be made available to HR Dept./ Retainer along with ESI empanelment of all employees engaged by them latest by 20th day of each month.
16. Ensure Half- Yearly Returns is submitted to ESI Authorities endorsing copy to Retainer/ HR Dept. at the earliest.
17. Date of commencement/ completion of work with the Company is to be intimated to the HR Dept. through respective PLs/HODs/DGM (Repair) as applicable.
18. The contractor engaged in Shipbuilding work with the Company is required to obtain registration under the Building & Other Construction Work Act, 1966 & Rules there under. All statutory obligations as per this Act/ Rules are to be strictly complied with Contractor is to maintain Register and Records and also submit the requisite Returns accordingly.
19. Any other statutory provisions as may be applicable are required to be complied with by the Contractor.

APPENDIX-C

GENERAL REQUIREMENTS

- a) All your personnel will be subject to routine physical search and checking of Identity Cards at any time during the deployment.
- (b) During the engagement of Contractors, if anybody gets involved in any police case or gets himself involved with quarrel with EMDEE DIGITRONICS PRIVATE LIMITED employees or other contractor's workmen engaged in EMDEE DIGITRONICS PRIVATE LIMITED his entry permit will be withheld forthwith.
- (c) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to EMDEE DIGITRONICS PRIVATE LIMITED at the time of making gate Pass.
- (d) Photo Identity Card /Gate Pass as required by EMDEE DIGITRONICS PRIVATE LIMITED will be arranged by the contractor for his employees at his own cost
- (e) No workman of the contractor will be allowed to join or participate in any Gate Meeting/ Demonstration inside or at factory premises of EMDEE DIGITRONICS PRIVATE LIMITED
- (f) During the course of engagement with EMDEE DIGITRONICS PRIVATE LIMITED if any individual's character is found to be not satisfactory, on verification of specific complaint received, entry permit will be withdrawn forthwith. Entry / Exit will be allowed only in presence of proper Supervisory staff of the contractor. No workman of the contractor will be allowed to loiter around in the yard leaving the specified space of work.
- (g) One fully responsible and qualified Site In-Charge has to be posted at the site during progress of work.

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(h)The contractor will ensure that no damage is caused to the materials, equipment or any other property of EMDEE DIGITRONICS PRIVATE LIMITED due to negligence and /or any reason whatsoever by the Contractor's men.

APPENDIX-D

FIRE & SAFETY PRECAUTIONS

(i) Necessary safety precautions, use of proper tools and equipment, including personnel protective equipment for contractors' men are to be arranged by the contractor for the safety of the personnel employed by them. Contractor's Site-in-Charge will be responsible in all matter related to safety at work.

(ii) The Contractor shall take all reasonable precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly for his own activities or his employees.

Use of proper tools and equipment's/kits for contractor's men are to arranged by the contractor at his cost for the safety of personnel deployed by the contractor.

(iii) The Contractor will arrange for all safety precautions/ provisions for their employees deployed for the job as required and as per statutory rules.

The Contractors workers will have to follow the following Safety & Fire norms

- a) Safety Gadgets including Safety Shoes, Helmets and safety belt while at work.
- b) Prior to commencement of hot work, surrounding should be inspected for the presence of any inflammable materials.
- c) All inflammables waste like cotton waste, plastic, broken wooden parts, battens, jutes, cloths, papers/electrodes packets etc. should be removed by the contractors from the ship every day.
- d) Portable Hand Lamp (maximum of 110volts) should be used.
- e) All electrical connections should be of permanent type as far as possible. Plug & Sockets should be fitted for outgoing connections. Use of any electrical outlet without using a plug & socket connection is prohibited.
- f) Steel stools/staging materials are to be used for staging purpose.
- g) Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.
- h) A board indicating "painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.

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- i) While painting, only safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall be used.
- j) Any moving part used in production should be provided with guards/covers.
- k) All welding cables, temporary light cables etc. should be properly insulated at all times.
- l) Damaged hoses should not be used for gas cutting work.
- m) Gas line should be separated from welding cables & electrical cables should be laid properly.
- n) Welding Holders, if energized, should not be left unattended.
- o) Mobile Crane / Hydra / Chain Pulley Blocks/ Lifting Tackles/Rigging screws/Lugs etc. used in the production shall be duly tested.
- p) 440/220 supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance. 440 volts should be covered by M.S. Angle.
- q) Contractors' workmen should wear badges for their personal identification.
- r) Full proof welding holders must be used in construction stages, considering successive fatal accidents caused from our handmade electrode holders.
- s) All pneumatic grinding/electrical grinders should be provided with cover guards.
- t) During recess period (Lunch time and at the end of day's work) or when work is suspended for more than half hour, the gas hoses shall be disconnected from the cylinder valves.
- u) All gas equipment shall be subjected to "Water Dip" test daily before taking those on board. A record of the testing to be maintained by the person carrying out such test.
- v) Electric power shall be cut off from transformer end during process period & at the end of days' work and whenever the work is stopped for at least half an hour.
- w) Wooden planks are to be provided on all the scaffolding with lacing arrangement.

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ANNEXURE-I

DECLARATION FORM REGARDING LICENCE/PF/ESI

1. I/ We hereby declare that our Firm M/s....., (Address) is having/ not having own PF and ESI Codes.

a) Firms having PF & ESI Codes Numbers:

(i) PF Code No.:

(ii) ESI Code No.:

b) Firms not having their own PF & ESI Codes:

(ii) "I/ We hereby declare that I/ We will deduct PF & ESI contributions of our labourers from wages who are deployed on contractual engagement every month and deposit the PF contribution (Employer's & Employees') under Code No. (Un – exempted) of EMDEE DIGITRONICS PRIVATE LIMITED. and ESI contributions (Employer's & Employees') under ESI Code No. of EMDEE DIGITRONICS PRIVATE LIMITED. in each month and produce duly acknowledged copies of challans by the authorities concerned to the Retainer of EMDEE DIGITRONICS PRIVATE LIMITED. for verification of compliance.

(iii) "We also authorize EMDEE DIGITRONICS PRIVATE LIMITED To retain the bills payable to us till we furnish the challan, depositing PF & ESI dues. EMDEE DIGITRONICS PRIVATE LIMITED is also authorised to deduct all such statutory dues from our bills in case of our continued default in depositing PF & ESI dues and deposit the same with the respective statutory authorities."

2. Our LabourLicense number/ Date is..... LabourLicense is valid upto (Date).....

3. I/ We shall follow the Company's regulations on deployment of Contract Labour and shall comply with the statutory provisions as envisaged under the CL(R &A) Act. 1970 read with Central Rules/ West Bengal Rules. The Factories Act, 1948, West Bengal Factories Rules 1958, there under as applicable including payment of contributions (Employer & Employees) in respect of each of our workmen.

Place: Signature of the Proprietor_____

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Date: Name of the Proprietor _____

Stamp/ Seal of the Firm

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ANNEXURE-II

Proforma of Bank Guarantee in lieu of cash for Security
Deposit/Performance Bond to be issued by any nationalised Bank of India on
Non-Judicial Stamp Paper worth Rs.100/-

To
EMDEE DIGITRONICS PRIVATE LIMITED
2B, Saraswati Apartment, 114/1, Golaghata Road, Kolkata 700048.
West Bengal.

Dear Sir,

In consideration of EMDEE DIGITRONICS PRIVATE LIMITED (hereinafter referred to as the "Owner" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to _____ (Name of the Contractor) with its Registered/ Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. _____ dated _____ and the same having being unequivocally accepted by the contractor resulting into a Contract between the Owner and the Contractor for execution of _____, more fully described in the said Work Order and the Contractor having agreed to provide a Performance Guarantee for faithful performance of all the terms and conditions of the said Purchase Order for a sum equivalent to ____ % (_____ percent) of the total value of the said Work Order to the Owner, immediately on acceptance of the said Work Order or soon thereafter.

We, (Name of Bank and its branch) having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner merely on demand any or all monies payable by the Contractor to the extent of Rs. _____/- (amount in figures) (Rupees _____ only) as aforesaid at any time up to _____ without any demur, reservation, contest,

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any difference or dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Owner shall also have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenant, expressly contained or implied, in the contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released or discharged of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period, as may be desired by _____ (name of the Contractor) on whose behalf this guarantee has been given.

The Bank also agrees that this guarantee shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

Dated this(date) of (month) 20..... at

WITNESS Signature of Bank's Authorised

Signature, Name and Office Signatories with Code No., Name,

**TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh
Municipality MSW Dumping Ground Under under Swachh Bharat Mission.**

Address Designation and Bank Stamp

Note: The Proforma is valid for both Security Deposit/Performance Bond and the right words as applicable should be used in the respective Bank Guarantee.

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

**ANNEXURE-III
CERTIFICATE OF COMPLETION**

Contractor: _____

Address: _____

Date of Completion: _____

Name of Work: _____

Work Order No: _____

Allocation: _____

Contract No.: _____

which was carried out by you is in the opinion of the undersigned complete in every respect on the day of 2025. in accordance with the terms of the Contract and you are required to conform to the provisions of Defect Liability Period in accordance with the terms of Contract and under the provisions of the Contract for a period of 08 months: i.e. From theday of20.....to the.....day of20.....

Signature

OWNER'S/ ENGINEER'S REPRESENTATIVE

NAME _____

DESIGNATION _____

OFFICIAL SEAL _____

ANNEXURE-IV

Civil Construction Work at the MSW Dumping Ground, Ashokenagar Kalyangarh Municipality under Swachh Bharat Mission

(‘NO CLAIM’ CERTIFICATE FROM CONTRACTOR TO BE SUBMITTED ON COMPLETION OF PAYMENT TERMS)

To:

EMDEE DIGITRONICS PRIVATE LIMITED

2B, Saraswati Apartment, 114/1, Golaghata Road,

Kolkata 700048.

West Bengal

Dear Sir,

I/We do hereby declare that I/We have received full and final payment from EMDEE DIGITRONICS PRIVATE LIMITED for the execution of the following work, viz.

Name of Work: _____

Work Order No.: _____

Contract No : _____

Agreement No.: _____ dt. _____

And I/We have no further claim against EMDEE DIGITRONICS PRIVATE LIMITED in respect of the above-mentioned job.

Yours faithfully,

(Signature of Contractor)

Date: _____

Name of Contractor: _____

Address: _____

(OFFICIAL SEAL OF THE CONTRACTOR)

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission.

TENDER DOCUMENT FOR STRUCTURAL STEELWORK FABRICATION Work in for Ashokenagar Kalyangarh Municipality MSW Dumping Ground Under under Swachh Bharat Mission

Tender No:EDPL/MSW/002-2025, Dated:16.05.2025

Bider Name :

Price Bid

SI No	Item Description	Number	Length (Meter)	Qty	Unit	Basic Rate in Figures	Total Amount Without Taxes
	A	B	C	D	E	F	G=(D X F)
1	C1-ISMB 500	16	10	13824	KG		0
2	B1-ISMB 500	8	18.25	12614	KG		0
3	B2-ISMC 150 D	1	42	1378	KG		0
4	B3-Star L90x90x6	6	42	4133	KG		0
5	Br1-2L 90x90x6	25	6.4	2624	KG		0
6	Br2- T 2L 90x90x8	4	11.66	980	KG		0
7	P1 [ISMC 150 (Perlin) Roof	16	42	11021	KG		0
8	P1 [ISMC 150 (Perlin) Wall	9	42	6048	KG		0
9	Base Pl, Connection etc @5% Total Wt			2631	KG		0
10	Ridge vent 600mm	1	42	42	Meter		0
11	Gutter - GALVALUME SHEET - 0.5mm TCT,	2	42	84	Meter		0
12	Roof Rainwater pipe with Accessories (PVC 6/8"	16	10	160	Meter		0
13	PPGL (pre-painted galvalume) sheets (0.5 TCT) 90% and 10% Polycarbonate Sheet (2 MM)	1		13200	Sq Feet		0
14	FOUNDATION BOLTS 1500MM LONG (25 mm Bolts)	96	1.5	96	Nos		0
15	Accessories (if Any)				LS		0
16	Erection Charges				LS		0
Total :							0
GST 18%							0
Grand Total :							0
In Word:							

Authorisation Sign
Bidder Name