



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 24506811 /24506816, Fax No. 24498355
E-mail: sett.a@balmerlawrie.com
CIN - L15492WB1924GOI004835

e- TENDER NO: BL-CFS/Services-Fire Hydrant/18-19

TECHNICAL / COMMERCIAL BID

ON

**TENDER FOR REPAIR OF EXISTING FIRE HYDRANT SYSTEM AND ANNUAL
SERVICE CONTRACT FOR FIRE HYDRANT AT CFS KOLKATA-700088.**

DUE DATE FOR SUBMISSION

05.07.2018 BY 3.00 P.M.

INDEX

| S. NO. | PARTICULARS | PAGE NO. |
|-------------------|---|-----------------|
| 1 | Index | 2 |
| 2 | Notice Inviting e-Tender | 3 |
| 3 | Special Instructions for Participation in e-tendering | 4 |
| 4 | Scope of Work | 7-8 |
| 5 | Technical Specifications | 9 |
| 6 | General Terms and Conditions | 9-16 |
| 7 | Safety Clause | 16-19 |
| 8 | Declaration accepting terms & conditions by bidder | 19 |
| 9 | Particulars of the organization | 20 |
| 10 | Price Bid | 21-23 |

NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from the reputed and experienced Vendors , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for “ REPAIR OF EXISTING FIRE HYDRANT SYSTEM AND ANNUAL SERVICE CONTRACT FOR FIRE HYDRANT AT CFS KOLKATA-700088”.

Page
| 3

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

| S. No | Description | Details |
|-------|---|--|
| 1 | Name of Work | Repair Of Existing Fire Hydrant System And Annual Service Contract For Fire Hydrant at CFS Kolkata-700088. |
| 2 | Tender No | eTender No.: BL-CFS/Services-Fire Hydrant/18-19 |
| 3 | Validity Of Offer | 120 days from the date of opening of the price bid |
| 4 | Completion Period | [1] Price Schedule-I : 90 days for I and [2] Price Schedule-II: Two Years from date of Completion of Repair Works. |
| 5 | EMD | Rs.5,000.00 |
| | Downloading / Submission of Tender : | |
| 7 | a. Starts on | 23.06.2018 |
| 8 | b. Closes on | 05.07.2018 BY 3 PM |
| | Opening of Tenders | On or after due date and time for submission. |

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.5,000/- (**Rupees Five Thousand only**) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

BalmerLawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST | | | |
|---|--------------------|--|----------------------|
| (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) | | | |
| OFF HOURS & HOLIDAY SUPPORT | | | |
| Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos. | | | |
| Please email your issues before your call helpdesk. This will help us serving you better. | | | |
| Contact Nos. and email IDs for Balmer Lawrie helpdesk officers | | | |
| | | Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001 | |
| | | Balmer Lawrie e-Tendering Support Staff: | |
| Nodal officer [For Escalation]: C1 India Mr. Ritabrata Chakraborty (PM), Contact Details:+91 8697910411, E-mail- ritabrata[at]chakraborty[at]c1india[dot]com | Name | E-mails | Phone Numbers |
| | 1. Mr. Tuhin Ghosh | tuhin[dot]ghosh[at]c1india[dot]com | +91-8981165071 |
| | 2. Mr. Tirtha Das | tirtha[dot]das[at]c1india[dot]com | +91-9163254290 |
| | 3. Mr. Ravi Gaiwal | ravi[dot]gaiwal[at]c1india[dot]com | +91-022-66865633 |
| | 4. Mr. Ujjal Mitra | ujjal[dot]mitra[at]c1india[dot]com | +91-8986678058 |
| close | | | |

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.

- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on BalmerLawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by BalmerLawrie.

Scope of Work

FOR PRICE SCHEDULE –I & II

The Scope of work of this tender consists of providing material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc for the above mentioned subject works , at our Container Freight Station, as described in General Condition of Contract, Technical specifications, Priced schedules and as mentioned elsewhere in this tender.

- Party should engage only competent welder/technician/mechanic for any repair & service job to be undertaken at our site.
- Balmer Lawrie shall not provide the contractor any general or special tools for undertaking the repair/maintenance services.
- Party shall certify the overall health of the Hydrant System under contract after every weekly servicing and trial run operation.
- Party shall keep service record for all periodic and repair/break-down maintenance.
- Balmer Lawrie shall provide electricity and water as required for execution of the job job, however necessary cable, switch board, isolator etc shall be arranged by the executing contractor.

Scope of Work

FOR PRICE SCHEDULE –II Only

Scope of monthly services shall include: -

1. Checking, servicing of all hydrant points, gate valves, monitors, fire water collector, flange ,gaskets etc. and filling of O/H & U/G water reservoirs before and after the trial runs .
2. Main fire engine & priming pump have to be tested every week, however hydrant line & allied accessories for the entire yard shall be covered once a month.
3. In mock fire drill using hydrant system or hydrant trial with hoses and short piece shall be carried out every week which shall cover flushing/clearing of drain lines nearer the hydrant point and thus in a cycle of a complete month, the entire drainage system throughout the CSF yard must be cleaned.
4. Hoses to be used in the above work should be dried and then winded up properly before putting them back to the hose boxes.

Cost of any spares, pipes etc. to be replaced and any welding services as shall be found necessary from time to time shall be paid as per rate quoted in Price Schedule or items not covered in the Price Schedule shall paid extra with prior approval from competent authority.

Party shall carry out their weekly trial run in co-ordination with us to flush clean the drains nearer to the hydrant points to be tested on that week.

TECHNICAL SPECIFICATIONS

| SL. NO. | ITEMS | RECOMMENDED STANDARDS/MATERIALS. |
|---------|-------------------------------|---|
| 1 | FIRE HYDRANT | Basic Rating shall be as per IS: 5290. Material: Stainless Steel. Pressure(KG/SQ.CM) : Operating Pressure-8 and Test Pressure:23(for 5min) |
| 2 | ACCESSORIES: BEND, ELBOW ETC. | Shall be either MS seamless or carbon steel conforming to IS:4310. |
| 3 | MS PIPES | All MS pipes shall be as per IS: 1239. All pipes shall be TATA or equivalent make only. |
| 4 | BRANCH PIPES | Material : Aluminum and as per IS: 903. |
| 5 | BUTTERFLY VALVE | MAKE : Audco. Material shall be C.I. and shall conform to IS: 13095. |

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. Rs 5,000/-.(In case of MSMED /NSIC vendors , a photoopy of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) The Bidder should have at least 7 years' experience of doing similar fabrication work / pipeline work.
- c) The Bidder should have successfully executed similar fabrication work / pipeline works of cost not less than any of the following values during past Seven years ending 31st March, 2017 :-
 - i. 3 jobs each of value not less than 2.0 lakhs
 - ii. 2 jobs each of value not less than 3.5 lakhs
 - iii. 1 job of value not less than 5.0 lakhs

- d) Should have minimum Average Financial Turnover of Rs. 2.0L per year during the last 3 financial years ending with March 2017(Proof to be attached).—Audited accounts or CA certificate.
- e) The Bidder must have GST, ESI and PF registration (Proof & last challan to be attached)
- f) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to be provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

02. Submission Of Online Bids

The bids should be submitted in 2[two] separate parts titled as

- [A] Technical / Commercial Bid [Unpriced]
- and
- [B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

03. Tender Opening

- [A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

- [B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, price bid will be opened.

04. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

- 4.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.
- 4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

06. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the date of opening the price Bid.

07. BASIC RATES, HSN CODE & GST

Only Basic Rate to be quoted as per Price Bid format provided below. However, the bidder shall clearly mention the HSN Code for all items of the BOQ and respective prevailing rates for GST in the hard copy document to be submitted by them. Bidders are required to attach a statement providing the details of GST and the same are to be uploaded in eproc site and to be submitted to BL office along with EMD & other hard copies as asked for.

08. SITE VISIT.

The Tenderer, at the Tenderer's own cost/responsibility is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for execution of the work.

09. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

10. Power

Power for general lighting required for the work shall be provided by the company.

11. MEASUREMENTS & MATERIALS

For measurement of piping, linear lengths along the center line of the pipe including fitting viz. tee, bend, etc. and no extra claim shall be considered for fittings, support, hanger, U-Clamps, nuts-bolts, gasket, etc. All materials prior to use shall be subject to inspection and approval. And measurement shall be done jointly along with officer-in-charge of BL or its representative which shall be accompanied by the bill, to be submitted by the executing contractor as per the payment terms. Any materials bought by the contractor that remains surplus after execution of the job may be taken out by the contractor. Challans for materials brought to site for work shall be showed to gate security and sign & stamp of gate security to be obtained.

12. Completion Period

The entire work as per **BOQ-I** shall be completed within 90 days from the date of awarding the job.

Time is the essence of the contract. If for any reason, the SITE could not be released by BL the same period of time extension shall be allowed for completing the execution by the vendor.

For **BOQ-II**, the contract period shall commence from the date completion of execution of BOQ-I and shall be initially for a period two(2) years which on mutual agreement can be extended for another one (1) year period in the same rate, terms & conditions of contract.

13. Payment Terms

13.1 On Account payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor after part completion of work for **BOQ-I** accompanied with the Measurement Books signed jointly within 10 days from the certification given by Engineer-In-charge.

13.2 No Running Bill(s) shall be made and / or certified for a value of less than Rs.4,00,000/- (Rupees Four Lakhs) only.

13.3 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

13.4 95% of the Running Account bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.

13.5 Balance 5% of the payment of gross amounts billed will be withheld as "Retention Money" and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for Defect liability and performance maintenance period, which shall be **valid for** six months (6) from the date of issue of completion certificate by the Engineer-In-Charge.

13.6 **Payment for BOQ-II** shall be made on quarterly basis , on completion of each quarter (quarter to commence from the date of completion of works under the scope of work for BOQ-I).

14. Security Deposit

EMD of the successful bidder shall be converted into Security deposit. The same shall be released along with final bill payment of **BOQ-I** on satisfactory performance of all the obligations of Contractor under this Contract including completion of work in all respects.

15. Liquidated Damage

- (i) If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the NIT, He may request the owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

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

- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

16. Performance Guarantee & Warranty

The Contractor will repair and/or replace all defective works, parts, components / fittings, accessories etc. which are notified to him in writing within the Defect Liability Period. Such defective parts, components, fittings, accessories etc. should be promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or rejected.

17. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On

award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/**she** has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

18. Third Party Liability Insurance: The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property. **Site handover would not be done unless Insurance documents are handed over to Executing Authority.**

19. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor.

20. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. The company may forward the bidder

any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all

responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

21. Termination

21.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

21.2 Termination on account of force majeure

Either party shall have the right to terminate this CONTRACT on account of Force Majeure, as set forth in clause-22.

21.3 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

21.4 Termination for unsatisfactory performance

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 30 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by BL.

21.5 Consequences of termination

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

22. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance

23. Arbitration

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

24. Safety Clause

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

- B. The list of safety violations have been classified in the following categories :

| Category | Details of Violation |
|------------------------------|--|
| Minor violation | Annexure-1 |
| Subsequent-Minor violation | Annexure-1 |
| Major violation | Annexure-2 |
| Subsequent-Major violation | Annexure-2 |
| Fatal / Permanent disability | High risk violations / Lapses leading to Fatality / Permanent disability |

- The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
- Annexure – 1 & 2 are enclosed herewith.

Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.

4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

C. The penal actions for different types of violations will be as under :

| Category | Description of violation | Penalty per violation |
|------------------|--------------------------|-----------------------|
| Minor | As listed in Annexure-1 | Rs.500/- |
| Subsequent-Minor | As listed in Annexure-1 | Rs.1000/- |
| Major | As listed in Annexure-2 | Rs.5000/- |
| Subsequent-Major | As listed in Annexure-2 | Rs.10,000/- |

| | | |
|------------------------------|--|--|
| Fatal / Permanent disability | High risk violations / Lapses leading to Fatality / Permanent disability | *Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee |
|------------------------------|--|--|

MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the within 3 days of violation and direct Finance Deptt for
3. deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
4. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly.

ANNEXURE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydracmac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

ANNEXURE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. "Permit to work" not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL- CFS-KOL/YARD REPAIR/18-19 and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

| S. No | Description | Tenderers Details |
|--------------|---|--------------------------|
| 1 | Name of the Tenderer | |
| 2 | Address of the Registered Office | |
| 3 | Address of the branch / office quoting against the Tender | |
| 4 | Year of commencement of business | |
| 5 | Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./ LPP | |
| 6 | Registration No. (Under companies Act) | |
| 7 | Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded | |
| 8 | Income Tax PAN no. | |
| 9 | Whether copy of PAN enclosed | |
| 10 | Whether copy of latest Income Tax Return uploaded | |
| 11 | GST Registration. No. | |
| 12 | Whether copy of GST Registration certificate Uploaded | |
| 13 | Name of the Banker | |
| 14 | Whether registration under MSMED act | |
| 15 | In case registered under MSMED provide registration number and copy of registration certificate. | |
| 16 | In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable. | |

PRICE PART : BOQ -I

BOQ FOR REPAIR & MAINTENANCE OF FIRE HYDRANT SYSTEM AT CFS-KOLKATA

| Sl. No. | Description | Unit | Qty. | Rate (Rs.) | Amount (Rs.) |
|---------|---|------|------|------------|--------------|
| 1 | Providing & Installation of new pipes in replacement of the damaged/missing items including dismantling the damaged ones as per following :- | | | | |
| 1.1 | Aboveground M.S. piping conforming to IS:1239 with fittings like Flange, Bends, Tees, supports, clamps etc. and treatment on outer surface by one coat of primer & two coats of synthetic enamel red paint. | | | | |
| | a) 150 NB MS, Heavy | Mtr. | 140 | | |
| | b) 100 NB MS, Heavy | Mtr. | 60 | | |
| | c) 80 NB MS, Heavy | Mtr. | 15 | | |
| 1.2 | Underground M.S. piping conforming to IS:1239 with pipe fittings, with 4mm thick wrapping coating | | | | |
| | a) 150 NB MS, Heavy | Mtr. | 30 | | |
| | b) 100 NB MS, Heavy | Mtr. | 20 | | |
| | c) 80 NB MS, Heavy | Mtr. | 6 | | |
| 1.3 | Providing and replacing the followings:- | | | | |
| | (a) Pressure Switch | Nos. | 2 | | |
| | (b) Pressure Gauge | Nos. | 3 | | |
| 1.4 | Providing and Replacing Lever operated C.I. Wafer type Butterfly Valve as per IS: 13095. | No. | | | |
| | a) 150mm NB | No. | 15 | | |
| | b) 100mm NB | No. | 8 | | |

| Sl. No. | Description | Unit | Qty. | Rate (Rs.) | Amount (Rs.) |
|---------|--|------|------|------------|--------------|
| 2 | Supply 63mm X 15 Mtr. long C.P. Hose as per IS:8423, bounded with pair of Aluminium Coupling as per IS: 903. | No. | 10 | | |
| 3 | Supplying and fixing of Hose Box-double door | Nos. | 10 | | |
| 4 | Supplying sand bucket of approved specifications | Nos. | 18 | | |
| 5 | Supplying MS constructed triangular stand for sand bucket | Nos. | 4 | | |
| 6 | Supplying and fixing of MS flange 150mm | Nos. | 30 | | |
| 7 | Supplying and fixing of MS flange 100mm | Nos. | 16 | | |
| 8 | Painting of over ground Hydrant Pipe : 150/100/80mm NB | RM | 1000 | | |
| 9 | Painting of Water Monitors. | Nos. | 2 | | |
| | Total price before GST | | | | |

PRICE PART : BOQ -II

Price Schedule for Annual Maintenance of Fire Hydrant System at CFS, Kolkata.

| Sl. No. | Description | Unit | Qty. | Rate (Rs.) | Amount (Rs.) |
|---------|---|-------|------|------------|--------------|
| 1 | Providing & Installation of new pipes in replacement of the damaged/missing items including dismantling the damaged ones as per following :- | | | | |
| 1.1 | Aboveground M.S. piping conforming to IS:1239 with fittings like Flange, Bends, Tees, supports, clamps etc. and treatment on outer surface by one coat of primer & two coats of synthetic enamel red paint. | | | | |
| | a) 150 NB MS, Heavy | Mtr. | 24 | | |
| | b) 100 NB MS, Heavy | Mtr. | 12 | | |
| | c) 80 NB MS, Heavy | Mtr. | 12 | | |
| 1.2 | Underground M.S. piping conforming to IS:1239 with pipe fittings, with 4mm thick wrapping coating | | | | |
| | a) 150 NB MS, Heavy | Mtr. | 24 | | |
| | b) 100 NB MS, Heavy | Mtr. | 12 | | |
| | c) 80 NB MS, Heavy | Mtr. | 12 | | |
| 1.3 | Providing and replacing the followings:- | | | | |
| | (a) Pressure Switch | Nos. | 4 | | |
| | (b) Pressure Gauge | Nos. | 6 | | |
| 1.4 | Providing and Replacing Lever operated C.I. Wafer type Butterfly Valve as per IS: 13095. | | | | |
| | a) 150mm NB | No. | 2 | | |
| | b) 100mm NB | No. | 2 | | |
| 2 | Cost of Services per month for Schedule of Services to the existing Fire Hydrant System at CFS as per Schedule-II attached. | month | 24 | | |
| | Total price before GST | | | | |