



Balmer Lawrie & Co. Ltd.

(A Government of India Enterprise)

(G & L, Kolkata)

P-43, Hide Road Extension, Kolkata-700 088

Phone- (033)2450 5350, Fax-(033)2439 2277, E-mail:jaiswal.r@balmerlawrie.com

TENDER ENQUIRY

Tender No.: GLK/TE19/329

Date: 17.02.2020

Due date: 28.02.2020 upto 6:00 PM

Dear Sirs,

Sub: Monitoring of stack emission, ambient, fugitive air, fork lift & drinking water

(Duration: March 20 to Feb 22)

Sealed offers in a single bid/ envelop, are invited from the Pollution Control Board approved laboratory as per *General Terms & Conditions, tendering company information sheet and Price Schedule* enclosed in annexure A, B and C respectively.

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,

For Balmer Lawrie & Co. Ltd.

(R. Jaiswal)

Executive (Maintenance)

Encl.: As above



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1.0 General Terms & Conditions

Annexure-A

- 1.1 Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers. The tender document may also be downloaded from our web site www.balmerlawrie.com within the due date of the tender.
- 1.2 If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days before prior to the date of filling/submission of the Tender.
- 1.3 Tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of units etc.
- 1.4 Tender must contains any other information / enclosures as may be needed to complete the schedule job in all respect on a separate page/sheet under 'schedule of deviations'.
- 1.5 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender Balmer Lawrie & Co. Ltd. reserve the right to reject/accept all or any offer(s) without assigning any reason whatsoever. Purchase/work order will be placed on a single **technically & commercially qualified vendor**, whose total price of entire job **stands lowest in totality**.
- 1.6 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.
- 1.7 **Duration/completion period:** - Initially the duration of the subject job shall be from Two years from the date of commencement of contract but may be renewed for further period of one year; based on the performance of the engaged/ successful vendor related to said air monitoring and as per the rate & terms finalized vide this tender. Moreover, this contract may be closed/cancelled at any point time if performance not found satisfactory or in case of changes in PCB norms or if service is not required by BL. In case of termination of contract payment will be made on actual job done basis without any other whatsoever charges.
- 1.8 **Completion schedule:** - The monitoring of air **must be** carried out as per applicable norms of WBPCB **on quarterly basis at our works** at Balmer Lawrie & Co Ltd., P-43, Hide Road Extension, Kolkata 700 088 during the contract period.
- 1.9 **Special condition for participating:** The tenderer laboratories must be recognized by WBPCB/other pollution control board for the purposes of environmental monitoring, a copy of latest order must be enclosed in support of the same.
- 1.10 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all expressions of interest received in response to this advertisement without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.11 **Tender Cancellation:** The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reasons at any stage of the tender processing as per sole discretion of BL is not liable to provide any reason to the applicants for the same.
- 1.12 **Price schedule:** - The price shall be quoted as per specified format given in **Annexure B**. The quoted **price** shall be exclusive of taxes. The quoted rates (except tax) shall be fixed & firmed within the contract period.
- 1.13 **Provisions for Micro, Small and Medium Enterprises (MSME):**
 - a) **Qualification Criterion:** MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No 21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
 - b) **Preference for Price Quotation in tenders:** Participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply up to maximum 25 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority."
- 1.14 **Payment terms:** - Quarterly basis: within 30 days after submission of each quarterly bills against each quarter's air monitoring & sample analysis job as per PO. These quarterly bills are to be submitted along with complete lab-analysis report(s), without said analysis report(s) NO bill shall be accepted.
- 1.15 **Validity of offer:** - The offers shall remain valid for a period of 60 days from the due date of the tender.
- 1.16 **Working days & hours:** - All work required to be carried at B L's site, shall be done only during working days between 8:30 am. To 5:00 pm.



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- 1.17 **Responsibility of the vendor:** - The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.18 **Statutory rules and regulations:** Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**
- 1.19 **Tender for registered vendor only:** The Responses/offer from registered vendors alone will be accepted and that other interested vendors have to register with the unit (Greases & Lubricants, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 1.20 **Compliance of GST Law:** The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.
- 1.21 **Tolerance:** The above quantities are indicative only, it may vary as per actual requirement. However, for calculation of contract value, initially the tolerance will be considered up to $\pm 20\%$. For amendment of total contract value more than 20%, a written acceptance and confirmation from the vendor will be obtained.
- 1.22 **Arbitration:** If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.
- In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018.
- 1.123 **Force-majeure:** Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.



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2.0.0 Health, Safety & Environment (HSE) terms & conditions:

- 2.1.0 Proper safety precautions and measures to be taken care of on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death or any HSE issue arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.3.0 Ladders and scaffoldings shall be provided for the work that cannot be done from the ground. Portable single ladders shall not be more than 8 meters. Additional labor should be provided for folding the ladders. Over hung platforms and platforms provided for the ladders and scaffoldings shall be of minimum 300 mm wide and shall be with rising of minimum 1000mm high. **All scaffolding materials should be of MS tubular type.**
- 2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
- Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
Work at Height permit: if any job to be done above 6 ft height
Work at confined Space: if have to work inside the any tank or kettle & duct in the premises.
No person will be allowed to work in the premises without work permit & absence of site supervisor.
- 2.10.0 **Security & safety of Contractor’s persons:** Contractor will have to make all necessary arrangements for security & safety of his persons and material at work place like providing safety belts, shoes, helmets & other PPE as required, proper illumination of work place and necessary security arrangements, etc.
- 2.11.0 **Site safety:** During the execution of work/ attending the complaints at site it will be the responsibility of the contractor to arrange and provide necessary barricading/ color tapes/ caution boards for smooth execution of the same.
- 2.12.0 **Site cleaning after work:** The job site should be cleaned & maintained properly on completion of job. The contractor shall be responsible for removing all the unwanted material/debris/scarp regularly from the site on his risk and cost otherwise @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning there name, father’s name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 2.12.2 The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.
- 2.12.3 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.
- 2.12.4 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to BL shall be recovered from the Contractor.
- 2.12.5 Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, safety equipment etc. required to carry out job at his cost.



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- 2.12.6 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.12.8 In the event of any accident occurring during the course of work, which may result in any injury to a person, the responsibility of their medical treatment will fully rest with the tenderer/contractor and expenditure incurred hereon will be borne entirely by the tenderer/contractor.
- 2.13.0 Compliance **with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.14.0 **HSE noncompliance penalties:** The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; In case of major safety violation, the vendor will be Panelized as per Company's HSE Progressive Disciplinary Policy.

3.0.0 Undertakings and Obligations of BL

- 3.1.0 **Power supply:** BL shall provide free one power point within battery limits. Contractor may use an extension cable at this own cost with prior permission of BL.
- 3.2.0 **Storage:** BL shall provide space for storage of equipments, raw material etc. Temporary partition, doors etc if required shall be arranged by the vendor at this own cost.
- 3.3.0 **Security:** No special security other than normal plant security shall be provided.

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Bidder Company name.....Offer no.....date:.....

SL. No.	Description of Job	Qty for 2 years	Unit	Unit Rate	Total
4.1	Collection of stack emission sample of each of five nos. of stacks on quarterly basis, analysis of the sample at bidder's laboratory, as per WBPCB and submission of the analysis report of flue gas (Test certificate) in duplex. All the five nos. of stack are provided with sampling points at standard height from GL and there are ladder for same. It may be noted that all the units may not be provided on a single day. Bidder have to co-ordinate accordingly to schedule the possible date to get the unit(s) in running condition.	40	Nos.		
4.2	Collection of emission sample of each of Five nos. of Fork Lift on half yearly basis , analysis of the sample at bidder's laboratory, as per WBPCB and submission of the analysis report in duplex.	20	Nos.		
4.3	Collection of ambient air sampling (two places) form near the main gate of the factory and from the rear end of the factory on quarterly basis, analysis of the sample at bidder's laboratory, as per WBPCB and submission of the test certificate in duplex.	16	Nos.		
4.4	Collection of fugitive air sampling from two places inside the factory on quarterly basis,, analysis of the sample at bidder's laboratory, as per WBPCB and submission of the test certificate in duplex.	16	Nos.		
4.5	Collection & analysis of Concentration of Hydrocarbon Vapour above C ₂₀ from one places inside the factory on Half yearly basis , analysis of the sample at bidder's/ approved laboratory, and submission of the test certificate in duplex.	4	Nos.		
4.6	Collection & analysis (chemical & Bacteriological) of drinking water from two point of our factory on Half yearly basis , analysis of the sample at bidder's/ approved laboratory, and submission of the test certificate in duplex.	8	Nos.		
4.7	Sub total				
4.8	GST [SAC.....]			@.....%	
4.9	Total Job value				
4.10	Payment terms (applicable as per tender)				
4.11	Validity of offer (applicable as per tender)				

The tenderer laboratories must be recognized by WBPCB/other pollution control board for the purposes of environmental monitoring, a copy of latest order must be enclosed in support of the same.

Contact Person :

Signature with official stamp

Contact No. :