



**Balmer Lawrie & Co. Ltd.**

**(G & L- Silvassa))**

**(A government of India Enterprise)**

**Survey No. 201/1, Rakholi-Sayli Road, Sayli, Silvassa-396230(D&NH).  
Office-9099084731, 9099084732:Extn 12, E-mail – [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)  
GLS/TE20/068 Dt 26.03.2021**

**TENDER ENQUIRY**

**Tender No. GLS/TE20/068**

**Date: 26.02.2021**

**Due date: - 10/03/2021 till 6.00 PM**

**Declaration for GeM:** - The tendered service/item is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

Dear Sir/Ma'am,

**Subject: Complete Preventive Functional Maintenance of “Four Pole Structure” at Silvassa.**

(Including supply of required spare & consumables, painting, testing etc.)

Sealed offers in a single bid/ envelop, are invited from our registered vendors only, as per *Scope of work, General Terms & Conditions, Undertakings and Obligations of Contractor, HSE Chapter & Price Schedule* enclosed in annexure- A, B, C, D & E 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.

SBU: Greases & Lubricants

201/1. Sayali Rakholi Road,

Sayli, Silvassa-396230

Manager (Purchase.)

Encl.: As above



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Annexure-A

**Scope of Work**

	<b>Description of jobs</b>	<b>Quantity</b>
1	Painting of existing 4 pole iron structure by two coats of aluminium paints (Labour Job)	Job (LS)
2	Maintenance of existing A.B Switch unit (Labour job)	2units
3	Maintenance of D.O fuse unit.(Labour job)	2 Sets
4	Replacement of L.A if found any defective (Labour job)	LS
5	Maintenance /Repairing of L.A, earthing arrangement If found any defective.(Labour job)	Job (LS)
6	Replacement of defective jumper ,cable socket, conductor etc.(Labour job)	As required
7	Testing of AB switches.	Job (LS)

Annexure-B



## General Terms & Conditions

### Instruction to Tenderers:

#### 1. BID SECURITY DECLARATION:

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

Bidder needs to submit the Declaration as per the below format:

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

#### **Penal Action in case any bidder withdraws or modifies the bid after tender due date:**

In case any bidder withdraws or modifies the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 15 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

#### 2. Preference to Make In India Policy

"Class I Local Supplier" will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT).

As per the above referred MII order, only Class I & Class II local suppliers are eligible to apply/ bid in this tender.

Further the above referred Order defines 'Local Content', "Class -I local supplier" and "Class II local supplier" as under:

"**Local Content**" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

**Class – I local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

**Class – II local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50 %, as defined under this Order.

In view of above guidelines, you are required to furnish information in the following prescribed format a self-certificate regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

S.No.	Item Description	% of Local Content in your product

#### **Verification of local content:**

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.



### 3. Compliance with Regulations

Adherence to all legal/statutory compliances in relation to production, sale, supply/ dispatch, as applicable from time to time, is mandatory. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliances.

BL and their authorized representatives will not be responsible for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

### 4. Termination of Contract

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- 1.1 The bidder fails to comply with any material/service term of the Contract.
- 1.2 The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.
- 1.3 The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.
- 1.4 The bidder becomes bankrupt or goes into liquidation.
- 1.5 The bidder makes a general assignment for the benefit of creditors.

5. 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](http://www.balmerlawrie.com) within the due date of the tender.
6. 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.
7. It is Mandatory for all the tenderers, to have valid work license for such type of jobs with previous experience. Further, preferences will be given to those, who have a good liaison with "State Power Supply Board" i.e. 'DNHPDCL', as may be one part, required for this job.
8. It is **Mandatory** for the tenderers shall visit the site and make themselves thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal unwanted material.
9. 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**'.
10. **Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work, site conditions, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.**
11. **Submission of offer:** - Bidder shall submit their sealed offer in a single bid/envelope, ***superscripting the envelope with tender no., date & due date*** along with following enclosures-
  - Covering letter with reference no. & date
  - Acknowledgment of General Terms & Conditions
  - Schedule of deviations sheet [deviation /additional item/service as identified by vendor during his site visit]



12. **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under supply and service. 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.
13. **Arbitration & Jurisdiction:**  
In case there arises any dispute or difference of opinion with regard to the order, after the finalization of the tender and during the period of contract, endeavor shall be made to resolve through mutual discussion and conciliation within 30 (thirty) days of reference of such dispute by the disputing party. On failure to resolve the dispute to mutual acceptance, sole jurisdiction for the dispute settlement shall be in the High Court of Kolkata only.
14. **Job completion Period:** -The expected completion period of entire job should be **only one** day (SUNDAY/OTHER HOLIDAY) as per our callup. The contract shall be valid for 3 months from the date of LOI/PO. The job shall be carried out at our works at **Survey No. 201/1, Sayli-Rakholi Road, Sayli, Silvassa-396230(D&NH)**.
15. **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following: Failure to complete the required job as per PO and handing over to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of job contract value per week or part thereof subject to a maximum of 5.0%.
16. 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-In such case the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
17. **Price schedule:** - The price shall be quoted (in two parts-supply & service) as per specified format given in Annexure-D. The price must be quoted for all the items/head of annexure-D to complete the job in all respect because no escalation in price/value shall be allowed after placement of the order or during the execution of work at site.
18. **Payment terms: -**  
For Supply & Service both: 100 % of PO value within 30 days after completion of the job.
19. **Guarantee Period:** -6 (Six) months from the date of successful completion & acceptance of the total PO job from the date of its completion and 'site-handover' to BL. During this guarantee period the performance of the job has to be in line with the expected / agreed quality as per tender/PO and if not then vendor has to rectify the same at **no extra cost to BL** and to the satisfaction of BL/tender.
20. **Validity of offer:** - The offers shall remain valid for a period of 60 days from the due date of the tender.



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21. **Factory Rule:** -Your engineers/ workmen have to abide by the BL factory rules and regulations. Only adult and skilled workmen shall be allowed to work in BL premises.
22. **Security:** No special security other than normal plant security shall be provided.
23. **GST Clause :-** "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.
24. **Tender Cancellation Clause:** Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to th participants/ bidders in said tender for the same.
25. **Corrigendum to tender:**  
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 should not be responsible for any claims/problems arising out of this.



## Undertakings and Obligations of Contractor

### Care of works

- Mandatory : On behalf of Balmer Lawrie & Co. Ltd, the vendor has to intimate and obtain the official consent/permission of DNHPDCL for the proposed job and accordingly to coordinate and organize - with local power supply 'sub-station' for required "SHUT DOWN" and again "Power Supply ON" exercise; in line with/during the job execution, practically at site of BL.**
- Proper care shall be taken during transport, erection, commissioning and testing of the equipment to avoid damage to equipment and properties and injury to persons.
- The supply material shall be dispatched to the site duly packed (if require) with instructions. The material shall be delivered in good condition, necessary scaffolding, lifting tools and tackles to be used for loading, unloading and shifting of heavy equipments and material shall be provided by the contractor.
- Contractor shall remove all wreckage, rubbish etc from site and stack the wastage at the space allotted for the purpose. On completion of the works, the contractor will keep the space clean and fit for occupation to the satisfaction of the company and demolish store, remove all debris, waste and surplus material supplied/created by them. In case the contractor does not maintain good housekeeping, the company has the right to get the work done and debit the cost to the contractor.
- All necessary safety measures to be take care as indicated in section 1104.
- Insurance:** The contractor shall cover the following insurance till the complete job is handed over.
- All workmen/ persons employed by the contractor and subcontractor against accident, injury & death.
- All material and entire installation against loss or damage during transit.
- Vendor shall comply with all procedural requirements as defined in the insurance policy to ensure that it is alive till the successful commissioning or handing over of job to BL whichever is later.
- 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. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**

## Undertakings and Obligations of BL

- 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.
- Water supply:** BL shall provide free one connection within battery limits. Contractor may take an extension at this own cost with prior permission of BL.



13. **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.

## Annexure - D

### HSE Chapter

In order to achieve the tender goal in a very smooth & SAFE manner, all the Bidders are required to comply with this HSE chapter, before, during and after the tender finalization or related job execution, in following prescribed procedure:

#### **Questionnaire for HSE Pre-Qualifications of contractors:**

<b>Contactor Details</b>	
Company Name	
Contact Person for HSE	
Mobile Number	
e-Mail Address	

#### **Guidelines for Completion of Questionnaire**

- The potential bidder is to ensure that the answers provided are focussed against the activities indicated in the pre-tender document.
- Contractor shall provide information that is authentic with documentary evidences as applicable.
- Even after getting pre-qualified, if it comes to the notice that non-authentic documents are provided, the Contractor may be disqualified and if any Contract is in place, it may be terminated immediately and no compensation will be provided for such termination.
- BL shall have right to check Contractors records to verify the authenticity of the documents, during the contract period.

	<b>Question</b>	<b>Response</b>	
		<b>Yes</b>	<b>No</b>
1	Do you confirm that you will comply with BL HSE Policy while working inside BL premises ?	<input type="checkbox"/>	<input type="checkbox"/>
2	Have you identified, documented and maintained your Health and Safety risk assessment of your activities?	<input type="checkbox"/>	<input type="checkbox"/>
3	Have your employees received HSE training appropriate to the task they will undertake?	<input type="checkbox"/>	<input type="checkbox"/>
4	Do you carry out regular medical examination for your employees?	<input type="checkbox"/>	<input type="checkbox"/>
5	Is your company free from any charges or notices served by the regulatory authorities in relation to HSE in the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you have any procedure of reporting HSE Incident and investigation?	<input type="checkbox"/>	<input type="checkbox"/>





	Please provide your accident data for the current year and the previous two years Note: this must include the data of any contractors working for your organization.	Current Year	Previous Year -1	Previous Year -2	Period Average (Three years average)
1	Number of Fatalities, if any				
2	Number of Environmental Incidents reported to Pollution Control Board				
3	Number of accidents with 2 or more days lost time( LTI)				
4	Man Days Lost				
5	Total Hours Worked				

Name	Position	Date	Signature

## **HSE Requirements BY CONTRACTORS (To be a part of contract documents)**

### 1.0 Housekeeping

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

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

### 2.0 Confined Space

Before commencing Work in a confined space the Contractor must obtain from BL a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

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



### 3.0 Tools, Equipment and Machinery

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

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

### 4.0 Working at Height

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

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

### 5.0 Fall Prevention System

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

### 6.0 Fall Protection Systems

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

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

### 7.0 Scaffolding

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

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



## 8.0 Stairways and Ladders

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

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

## 9.0 Roof Work/Access

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

## 10.0 Overhead Work

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

## 11.0 Lifting Operations

### **Cranes and Hoisting Equipment**

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

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

### **Lifting Equipment and Accessories**

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

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

## 12.0 Lockout Tag out ("LOTO")

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



## 13.0 Barricades

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

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

## 14.0 Compressed Gas Cylinders

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

## 15.0 Electrical Safety

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

The below measures will be taken:

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

## 16.0 Hot Works

A Permit to Work must be obtained from BL prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from BL.

## 17.0 Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from BL and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.



## 18.0 Environmental Requirements

### **Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for BL to review at any time and may be subject to BL's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

### **Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

## 19.0 Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of BL. Emissions include but are not limited to noise, dust, fumes, vapours.



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## Price Schedule

Annexure-E

### (I) Service Part

Company Name:..... Offer No..... Date.....

SL. NO.	Scope of work & Description	Qty	Unit	Unit Rate	Amount In Rs
1	Maintenance of existing A.B Switch unit -2 nos , Painting of existing 4 pole structure by two coats of AL paints, Maintenance of existing D.O fuse units, Replacement of defective L.A.,etc ,Replacement of defective jumper, conductor, cable socket etc and complete with testing.	1	Job		
	GST			@.....%	
	Total service value in Rs				

Note: **All required consumables e.g. CRC, emery paper, conductor sleeve, nut bolt etc. Are in vender scope.**

Contact Person :

Contact No. :

Signature with official  
stamp



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## (II) Supply Part

Company Name:..... Offer No..... Date.....

SL no	Description of item	HSN No	Unit	Qty	Rate in Rs/Unit	Amount in Rs
1	Aluminium Paint		Ltr	8		
2	70sq mm Aluminium Flat socket/Thimble		Nos.	15		
	Subtotal of material value					
	Delivery charges (on door delivery basis)					
	SUB TOTAL					
	GST					
	TOTAL COST in Rs					

Contact Person :

Contact No

Signature with official  
stamp