



Balmer Lawrie & Co. Ltd. (G & L– Kolkata)

(A government of India Enterprise)

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/TE17/153

Date:26.08.2017

Due date:06.09.2017

Dear Sirs,

Sub: Non Destructive Shell Thickness Test of Tanks by method of UT

Sealed offers in a single bid/ envelope are invited as per **General Terms & Conditions, Undertakings and Obligations of Contractor, HSE terms & conditions, Price Schedule** enclosed in annexure-A, B, C & D 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 (Mainenance)

Encl.: As above



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Annexure-A

1.0.0 General Terms & Conditions

1.1.0 Instruction to Tenderers:

1.1.1 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.

1.1.2 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 in advance, and prior to the date of filling/submission of the Tender.

1.1.3 **The required job is very much in 'suit at site' nature hence tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials(if any), mode of transport and storage and removal unwanted material.**

1.1.4 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**'.

1.1.5 **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.**

1.2.0 **Submission of offer:** - Bidder shall submit their sealed offer in a single bid/envelope, *superscripting the envelope with Job title/subject, tender no., date & due date* along with following enclosures-

1.2.1 Covering letter with reference no. & date

1.2.2 Schedule of deviations sheet- **if any** [deviation /additional item/service as identified by vendor during visit]

1.2.3 Pre-qualifying Criteria duly filled

1.2.4 Price schedule (**annexure-D**)

1.3.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads as mentioned in price schedule. 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**.

1.4.0 **Jurisdiction:** - All disputes are subject to Kolkata jurisdiction.

1.5.0 **Job completion Period:** -The completion period of entire job should be **3-4 weeks** from the issue date of Purchase Order (PO) or LOI whichever is earlier. All the four tanks will be given in four phases. The job shall be carried out at our works at **P-43, Hide Road Extension, Kolkata-700088**.

1.6.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:

1.6.1 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



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subject to a maximum of 5.0%.

1.6.2 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.

- 1.6.0 Price schedule:** - The price shall be quoted for all the items/heads in/as per specified format as in “Price Schedule” to complete the job in all respect. **BL shall give free issue of** all pipe, pipefitting, valves, **gauges**, hose, Y-strainer, support material, angle and gasket. Electrode & other consumables will be in bidder’s scope. **No escalation in price/value shall be allowed after placement of the order or during the execution of work at site.**
- 1.7.0 Payment terms:** -100 % of PO value within/on 30 days credits after the execution of the job as per PO from the date of submission of bill in phase wise subject to maximum 2 phase or bill.
- 1.9.0 Performance Bank Guarantee (PBG):** - ~~For an amount of 10% of the ‘Service’ value of PO shall be submitted as PBG. PBG shall be furnished in specified format and shall be valid for the guarantee period.~~
- 1.10.0 Guarantee Period:** -12 (twelve) 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.
- 1.11.0 Validity of offer:** - The offers shall remain valid for a period of 60 days from the due date of the tender.
- 1.12.0 Working days & hours:** - All work required to be carried at BL’s site, shall be done only during working days between 8:30 am. To 5:00 pm. However, relaxation in working days/hours can be considered by BL, if the situation permits but solely in the discretions of BL.
- 1.13.0 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.
- 1.14.0 Tolerance:** Job quantities or total amount may be revised by ± 20 % or few items may be dropped from the scope of work.
- 1.15.0 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.



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Annexure-B

2.0.0 Undertakings and Obligations of Contractor

2.1.0 Care of works

- 2.1.1 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.
- 2.1.2 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.
- 2.1.4 All necessary safety measures to be take care as indicated in section 1104.

2.2.0 Insurance: The contractor shall cover the following insurance till the complete job is handed over.

- 2.2.1 All workmen/ persons employed by the contractor and subcontractor against accident, injury & death.
- 2.2.2 All material and entire installation against loss or damage during transit.
- 2.2.3 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.
- 2.3.0 All jobs shall be carried out as per scope of work mentioned in price schedule.
- 2.4.0 The contractor shall be responsible for required contributions towards P.F, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BL and shall deposit these amounts on or before the prescribed dates. The contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BL.

2.5.0 Undertakings and Obligations of BL

- 2.5.1 **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.
- 2.5.2 **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.
- 2.5.3 **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.
- 2.5.4 **Security:** No special security other than normal plant security shall be provided.



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

Annexure-C

- 3.1.0 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.
- 3.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 3.3.0 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.**
- 3.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 3.5.0 The portable tools should be of fiber body, and double insulation.
- 3.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 3.7.0 All lifting tools and tackles should have valid test certificate.
- 3.8.0 Welding machines should have valid test certificate in last 6 months time.
- 3.9.0 **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 1.8 meters 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.
- 3.10.0 **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.
- 3.11.0 **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.
- 3.12.0 **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 Rs. 250/- per complaint shall be recovered from the bills.
- 3.12.1 **Contractor personnel at site:** A list of persons to be deployed by Contractor for the subject work mentioning their name, father’s name, age, residential address shall be submitted to us. In case of any revision, the same shall be informed.
- 3.12.2 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.



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- 3.12.3 Within the BL's premises, the contractor or Contractor's personnel shall not do any private work other than their normal duties.
- 3.12.4 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.
- 3.12.5 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.
- 3.12.6 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.
- 3.12.7 The tenderer shall indemnify BL under Workmen's Compensation Act, Fatal Accident Act, Personal Injuries Act, Insurance Act etc. and or their Industrial Legislation in force from time to time. The contractor / tenderer shall indemnify BL for comply the labor laws.
- 3.12.8 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. BL shall be totally indemnified of any liability whatsoever.
- 3.13.0 **Compliance with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 3.14.0 **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; BLCL may impose stoppage of work without any Cost & Time implication to Owner and/or impose a suitable penalty for each non-compliance, up to a cumulative limit of three @ 3.0%, 6% and 10 % of Contract against the 1st, 2nd and 3rd noncompliance respectively during the contract period. This penalty shall be in addition to all other penalties specified elsewhere in the contract. More than 3 noncompliance within the contract period may lead to stoppage work, cancellation of vendor registration or blockage of vendor code for a certain period shall rest as per discretion of BLCL.



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Price Schedule

Annexure-B

Vendor's company:.....Offer No:.....Date:.....

B	Commercial terms	#Qty.	Unit	Unit rate	Amount(Rs.)
2.1	Charges for carrying out the NDT by method of UT of the 40 nos. of Storage Tank. Depending upon the size of the tank, testing shall be done @ 100-400 points at each tank. The point should be at every 1' x 2' distance on X & Y axis on the shell, bottom plate & top plate. It also include providing & painting the exposed point surface after testing. The job should be carried out at site with all material, manpower, tools & tackles and testing equipment. Proper metal scaffolding to be arranged & used during height work.	13000	Points		
2.2	GST [SAC]			@%	
2.3	Total Cost committed				
2.4	Completion period (applicable as per tender) :-				
2.5	Liquidated damage (applicable as per tender) :-				
2.6	Payment terms (applicable as per tender) :-				
2.7	Validity of offer (applicable as per tender) :-				

Note: * for your acceptance & confirmation.

Quantity may be revised by $\pm 10\%$.

Contact Person :

Contact Number :

Signature with official stamp