



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

**Limited e-Tender**

Tender No. : GLK/TE18/131

Date: 08.08.18

Due date: 20.08.2018 upto 6:00 PM

Dear Sirs,

**Sub: Annual Rate Contract for Testing and refilling of Fire Extinguishers**

**Sealed offers** are invited from the registered competent and experienced vendors for the subject ARC as per following table of contents-

- 1.0.0 General Terms & Conditions
- 2.0.0 Health, Safety & Environment (HSE) Terms & conditions
- 3.0.0 Price Schedule (annexure-I)

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.

Ranjit jaiswal  
Executive (Maintenance)

Encl.: As above



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

## 1.0 GENERAL TERMS & CONDITIONS OF TENDER:

- 1.1.0 **Tender for registered vendor only:** The Response/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.
- 1.2.0 **Bid preparation:** 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.
- 1.3.0 **Clarification:** If the bidder finds 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 BL, at least four days in advance, and prior to the date of filling/submission of the tender. For clarification required, if any, please contact Sri R. Jaiswal at Balmer Lawrie & Co. Ltd., P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24500102.
- 1.4.0 **"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: No21(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 per cent 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 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority."
- 1.5.0 **Period of ARC:**
- 1.5.1 **The period of contract shall normally be 12 months or more from the date of commencement of contract or till the expenditure of approved contract value on mutual agreement by BL & the party.** (The rate shall be valid for 14 month from the due date of this tender, considering 12 month ARC period + 2 months ARC finalisation time)
- 1.5.2 The contract period may be extended on mutual agreement for another period of 12 months or otherwise as agreed upon.
- 1.6.1 **Individuality of contract:** The order resulting from the Tender shall be treated as an individual contract, and it shall not create any general lien to the tenderer, and shall not get prejudiced in execution due to any situation arising out of some other contract that the tenderer may have with BL.
- 1.6.2 **SD & Cancellation of contract:** Successful bidder shall have to submit a SD amount of ₹ 3000.00 (three thousand only). If tenderer fails to complete the job as per call ups more than three occasions, complete Rate Contract will be cancelled and SD will be forfeited.
- 1.6.3 **Risk purchase:** Failing to comply with the specified maintenance jobs by the contractor as per the scope of the work. The Maintenance in-charge shall be empowered to get the same completed through another party on risk and cost of the contractor, after necessary notice to the contractor in writing. The amount incurred on this account shall be recovered from the due payments/ bills of the contractor as per contract agreement.
- 1.6.4 **Jurisdiction:** In case of any dispute, arising out of this tender shall be subject to the Jurisdiction of The Courts in Kolkata.



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

- 1.7.1 **Unit Rate Price:** The quoted Price shall be **fixed and firm** on door delivery basis inclusive of **delivery charges & packing/forwarding** till execution of the **contract Period**.
- 1.7.2 **Price Schedule (Annexure-I):** The prices shall be quoted for **all the items**. If the price(s) shall not be quoted for all the item(s) of any group(s)/Part(s), such offer will be treated as incomplete and may be rejected. However BL reserves the right to drop few item(s) from the scope of ARC prior to placement of ARC order.
- 1.7.3 **Specification/description of items:** The price shall be quoted as per the **specification, make, size, and type** mentioned in **Price schedule** to this tender. Any alteration in the said description shall not be considered.
- 1.7.4 **Quantity (Qty.):** The quantities specified in the tender form (**Price Schedule**) for the tender purpose only and it represents the basis of unit for ease of pricing. The actual **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair and maintenance purpose. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against each item.
- 1.7.5 **Unit Rate:** The basic price (excluding taxes) must be quoted as per the **unit of measurement (UOM)** specified against each items. The unit price must be quoted for all the items of price schedule **considering inclusive of all sorts of labour charges and cost of consumables/ material as required in the job**. The **unit rate will be fixed & firm during the contract period**.
- 1.7.6 **Taxes & Duties:** Present % rate of GST are required to be quoted extra and its & HSN code is to be mentioned on price schedule. Variation in **Taxes & Duties** rate will be applicable only up to the contractual delivery date.
- 1.8.1 **Delivery Schedule (call up and lead time):** The quantity mentioned **quantity may vary from zero to the maximum required quantity** during the Annual Rate Contract period for the repair & maintenance. The quantity will be drawn from successful tenderers in parts on **as and when required basis** from time to time throughout the contract period at the rate of their quoted unit price against the item. The supply instructions/call-ups/PO will be given against actual requirement. The supply must be commenced **within three working days** for the items readily available in the local market. Relaxation will be given for the supply period of some special item(s)/trailer made item(s) as per the manufacturer's/dealer's/OEM's delivery schedule or for the item(s) that are not readily available in the local market.
- 1.8.2 **Actual Supply/service/work may be obtained from time to time against call ups to the successful/eligible vendor at their approved rate finalised vide this tender.**
- 1.8.3 However BL reserves the right to depute alternate vendor of the filed agreed to work on the approved rate in case of delay response of **successful/eligible vendor**
- 1.8.4 **No guarantee can be given as to the minimum, maximum or actual services usage.**
- 1.8.5 **Completion Schedule (call up and lead time):** All routine complaints shall be attended promptly and possibly within 24 hrs. The compliance period for the bigger complaints shall be mutually decided and recorded.
- 1.8.6 **Urgent nature work:** Since this is a maintenance work, which is generally of urgent nature and required to be undertaken on continuous basis, therefore, the contractor shall be required to attend the complaints/ maintenance jobs on holidays including Saturday & Sunday and on late hours. Nothing extra will be paid for working during the late hours and on holidays. Contractor shall quote the accordingly.
- 1.8.7 **Job Record Register:** The record register will have to be maintained by the Contractor and all complaints & job attended shall be recorded with job description, start date, joint measurement



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

(wherever applicable), completion date etc duly verified & signed by BL representative against each job.

- 1.9.0 **Selection of vendor for Placement of Purchase Order(s):** The contract will be awarded to a Single to the technically qualified vendor (quoted in line with the tender) as follows-
- 1.9.1 **L1 in totality of basic all the items.** If any vendor satisfies clause no. 14.b, then proportionate order may be allotted to them (if interested).
- 1.9.2 **Purchase Order Value:** Multiple ARC Purchase Order on as & when required basis may be placed up to total contract value within the ARC Period.
- 1.10.0 **Payment terms:** The Contractor shall submit his monthly bill for the works carried out within the month as per the **record register**. 100 % payment against each bill will be released within 15 days from the date of submission of bill.
- 1.11.0 **Guarantee/warrantee:** Free repairing of any leakage/job defect to be done within 12 months against the job done by the contractor.
- 1.12.0 **Unconditional Offer:** Your offer shall be unconditional as per tender terms & conditions.
- 1.13.0 **Inspection:** All jobs will be subject to inspection.
- 1.15.0 **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) or e-procurement pottal.
- 1.16.0 **Submission of online offer:** **Price bid must to be submitted in tender box in hard copy in a sealed envelope mentioning the tender subject, tender number, tender date and due date.**
- 1.17.0 **Forwarding of un-price bid:** Hard copy may be forwarded by Registered Post/courier or deposited in the Tender Box , mentioning the tender no. date due date & Subject in sealed envelope at **Balmer Lawrie & Co. Ltd., SBU: Greases & Lubricants, P-43, Hide Road Extension, Kolkata-700088, Phone no. 033-24500102.** The BL will not be responsible for any postal delay in receiving the offers at our end.
- 1.18.0 **Rejection/Acceptance of tender:** -Balmer Lawrie & Co. Ltd. reserves the right to reject/accept all or any part thereof any tender(s) without assigning any reason whatsoever.
- 1.19.0 **Validity of offer:** The price offers shall be valid for a minimum period of **60 days** from the date of due date of the tender. (The rate shall be valid for 14 month from the due date of this tender, considering 12 month ARC period + 2 months ARC finalisation time)



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

## 2.0 HSE Terms & conditions:

- 2.1 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. Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.2 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.**
- 2.3 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.4 The portable tools should be of fiber body, and double insulation.
- 2.5 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.6 All lifting tools and tackles should have valid test certificate.
- 2.7 Welding machines should have valid test certificate in last 6 months time.
- 2.8 **Work permit:** It will be the responsibility of contractor or his representative to get following work permit from BL prior to commencements of job -
  - 2.8.1 **Hot work permit** : For any welding and Gas cutting, grinding works inside the BL premises
  - 2.8.2 **Work at Height permit:** if any job to be done above 6ft height
  - 5.8.3 **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.
- 2.9 **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.
- 2.10 **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/ colour tapes/ caution boards for smooth execution of the same.
- 2.11 **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.
- 2.12 **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.
- 2.13 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.
- 2.14 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.
- 2.15 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.



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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

- 2.16 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.
- 2.17 BL reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behaviour/performance is not up to the mark and/or found indulging in unlawful activities; Contractor shall immediately comply with such instructions.
- 2.18 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.
- 2.19 **HSE noncompliance penalties:** The following procedures will be followed if any **major safety violation** is noticed:
- a) The first offense will result in a documented written warning. The contractor will be issued a written warning by Plant Head detailing the rule or procedure that was violated and the corrective actions to be taken. A copy of the written warning shall be marked to the immediate supervisor/manager.
  - b) The second offence from the same person will result in a written reprimand with a monetary fine of Rs 1000/.
  - c) If any offender is observed for the third time indulging in Safety Violation then an enquiry committee will be formed consisting of Plant Head, Site In charge & RHR Head who will determine the root cause of the continuous unsafe behaviour by the individual and advice on the punitive action to the Management .
- 2.20 **Accident or injury to Workmen:** The BL shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor.
- 2.21 The Contractor should ensure the Health and safety measures of the employees. The Contractor should also conduct health check-up of the staff deployed before the deployment as well as at regular intervals of not exceeding three months, thereafter.





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

(A government of India Enterprise)

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

Phone- (033) 2450 0102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)

## Price Schedule

(Annexure-I)

3.00	Annual Rate Contract (ARC) for Hydraulic/Pressure test of Fire Extinguishers							
3.1	Hydraulic Pressure & performance testing of the following fire Extinguisher as per IS 2190 : 2010, with all man, machine & tools.							
3.20	Conducting Hydraulic/pressure Test of empty/used & expired extinguishers at BL site or at your site (as per call ups/instruction of BL) with all man, machine, tools-tackles and submitting the test reports. The collection & delivery charges shall be inclusive of quoted rate if test is to be done outside the BL premises.							
3.30	Contract will be placed for full quantity but jobs need to be taken in parts against each callups. Maximum 12 callups will be given within the contract period.The actual purchased (job done) quantity may vary from Zero to the below specified quantity (*Qty) within the contract period.							
3.4.0	Description	Capacity	UOM	Make	*Qty.	UOM	Unit Rate	Amount
3.4.1	Mechanical Foam type Fire Extinguisher	9	Ltr	Minimax make/Brand	30	Nos.		
3.4.2		50	Ltr		6	Nos.		
3.4.3		150	Ltr		4	Nos.		
3.4.4	Dry Chemical Powder type Fire Extinguisher	5	Kg		40	Nos.		
3.4.5		10	Kg		15	Nos.		
3.4.6	CO <sub>2</sub> Type Fire Extinguisher	3	Kg		16	Nos.		
3.4.7		4.5	Kg		5	Nos.		
3.4.8		6.5	Kg		8	Nos.		
3.4.9		9	Kg		2	Nos.		
3.4.10		22.5	Kg		1	Nos.		
3.4.11	ABC type Fire Extinguisher	6	Kg		10	Nos.		
A	Sub total for Hydraulic/Pressure test [A]							
B	Add GST [SAC Code:.....]						@.....%	
C	Toal total for Hydraulic/Pressure test							

3.5.0	Annual Rate Contract (ARC) for Re-filling of Fire Extinguishers							
3.5.1	Re-filling of the following fire Extinguisher as per IS 2190 : 2010, with all man, machine & tools with free issued materials							
3.5.2	Re-filling of empty/used & expired extinguishers at BL site or at your site (as per call ups/instruction of BL) with all man, machine, tools-tackles and submitting the test reports. The collection & delivery charges shall be inclusive of quoted rate if test is to be done outside the BL premises.							
3.5.3	Contract will be placed for full quantity but jobs need to be taken in parts against each callups. Maximum 12 callups will be given within the contract period.The actual purchased (job done) quantity may vary from Zero to the below specified quantity (*Qty) within the contract period.							
3.6.0	Description	Capacity	UOM	Make	*Qty.	UOM	Unit Rate	Amount
3.6.1	Mechanical Foam type Fire Extinguisher	9	Ltr	Minimax make/Brand	30	Nos.		
3.6.2		50	Ltr		6	Nos.		
3.6.3		150	Ltr		4	Nos.		
3.6.4	Dry Chemical Powder type Fire Extinguisher	5	Kg		40	Nos.		
3.6.5		10	Kg		15	Nos.		
3.6.6	CO <sub>2</sub> Type Fire Extinguisher	3	Kg		16	Nos.		
3.6.7		4.5	Kg		5	Nos.		
3.6.8		6.5	Kg		8	Nos.		
3.6.9		9	Kg		2	Nos.		
3.6.10		22.5	Kg		1	Nos.		
3.6.11	ABC type Fire Extinguisher	6	Kg		10	Nos.		
D	Sub total for refilling							
E	Add GST [SAC Code:.....]						@.....%	
F	Toal total for refilling							

Summery:

G	<b>Sum total of A+D</b>	
H	<b>Sum total of B+E</b>	
H	<b>Sum total of C+F</b>	

Signature with Seal