

**Industrial Packaging - Silvassa,**

**Survey No.23/1/1, Khadoli,**

**Surangi Road, Silvassa – 396 230 (UT of D&NH)**

**Tel. No. 8879294183**

## NOTICE INVITING TENDER

**Tender No. 1030LE0367 dated 04.12.2020**

**Due date of Tender: 14.12.2020 at 15:00hrs.**

**Opening of Price Bid: 14.12.2020 at 17:00 hrs.**

# Sealed Single Bid offers are invited for job of “Chimney Painting” for our Factory at Silvassa. The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com/) website

# Contact details

Balmer Lawrie & Co.Ltd.

Industrial Packaging - Silvassa,

Survey No.23/1/1, Khadoli, Surangi Road,

Silvassa – 396 230.

Contact Persons:

**Shri. P N Angira - Mob-08511149833, email ID : angira.pn @balmerlawrie.com.**

**Shri. N D Yadav - Mob-08879294183, email ID: yadav.nd@balmerlawrie.com.**

**ANNEXURE-I**

**SCOPE OF JOB**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No** | **Particulars** | **Quantity** | **Unit** |
| **1** | **Chimney Painting** Height – 90 ft x Base Dia 4 ft x Top Dia 1 ¾ Ft approx.Providing and applying two coats of 450 degree temp aluminum painting including preparation of surface, scaffolding with clean water etc. complete with all material and all height.Total Quantity (Chimney & Inside Pipe)  | **2** | **Nos** |

**The quantity indicated is tentative may vary at actual**

**All tools & tackle should be provided by vendor**

**ANNEXURE-II**

 **TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer’s successors, representatives, heirs, executors and administrators duly approved by the firm.

2. **Purpose of Contract:**

This contract is for job as per Annexure-I

3. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.

4. **Completion period** – The successful vendor should ensure to complete the contract within 15 days on receiving the Purchase Order / LoI from BL.

5. **Tender Evaluation**

**The tender would be finalized on the basis of composite Lowest Nett delivered price (NDP) Annexure -IV.**

6. **Response from registered Vendors would only be accepted.**

**7. NOTE: - Micro and Small Enterprises (MSE’s) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and eligible to participate and are also eligible for any other benefit applicable to MSE’s mentioned in this tender document. Above benefit/s shall be extended only to  MSE’s whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –IXB. Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE’s bidder and such bid shall be cancelled accordingly.**

8. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

9. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.

 **Negotiations, if held will be only with the lowest bidder.**

**10.** **Validity of Quotation**: The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

**11.** **Sub-Contracting**: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

**12. PAYMENT TERMS**

Our payment terms are as follows:

 Payment for the accepted service will be made after 30 days from the date of receipt of service or bill whichever is later.

**13. HSE REQUIREMENTS BY CONTRACTORS ( To be followed by Contractors as per their area of concern)**

**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.

**Confined Space**

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

As minimum Contractors must ensure the following:

1. Confined spaces are kept identified and marked by a sign near the entrance(s).
2. Adequate ventilation is provided
3. Adequate emergency provisions are in place
4. Appropriate air monitoring is performed to ensure oxygen is above 20%.
5. Persons are provided with Confined Space training.
6. All necessary equipment and support personnel required to enter a Confined Space is provided.

**Tools, Equipment and Machinery**

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

1. suitable for its intended use;
2. 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);
3. Used only by people who have received adequate information, instruction and training to use the tool or equipment.
4. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

**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 Owner 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.

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.

Fall Protection Systems

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

1 Only approved full body harness and two shock-absorbing lanyards are used,

2 Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,

3 Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,

4 Lifeline systems must be approved by Owner before use.

5 Use of ISI marked industrial helmet at all point of time.

 **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.

 **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.

1. Fabricated ladders are prohibited.
2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
4. Ladders will be lowered and securely stored at the end of each workday.

 v) Ladders shall be maintained free of oil, grease and other slipping hazards

vi)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.

vii)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.

 **Lifting Operations**

 **Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer’s 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.

 **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.

 **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..

 **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.

 **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. 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:

1. 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.
2. Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
3. Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

**Hot Works**

A Permit to Work must be obtained from Owner 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 Owner.

**Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner 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.

**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 Owner to review at any time and may be subject to Owner’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.

**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 Owner’s Emissions include but are not limited to noise, dust, fumes, vapours.

**14. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor’s employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company’s authority during checking at any time, a penalty of Rs 2000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company’s authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

**15. RISK PURCHASE**

In case delivery of service is not effected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the service from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party’s due payments or security amount held with us.

**Code of Conduct for Balmer Lawrie & Co. Suppliers**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.’s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

**The supplier declares herewith:**

* **Legal compliance**
	1. to comply with the laws of the applicable legal system(s).
* **Prohibition of corruption and bribery**
	1. to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
* **Respect for the basic human rights of employees**
	1. to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;

1. to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
2. to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
	1. to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
	2. to comply with the maximum number of working hours laid down in the applicable laws;
	3. to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
* **Prohibition of child labor**
	1. to employ no workers under the age of 18;
* **Health and safety of employees**
	1. to take responsibility for the health and safety of its employees;
1. to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
	1. to provide training and ensure that employees are educated in health and safety issues;
	2. to set up or use a reasonable occupational health & safety management system;
* **Environmental protection**
	1. to act in accordance with the applicable statutory and international standards regarding environmental protection;
1. to minimize environmental pollution and make continuous improvements in environmental protection;
	1. to set up or use a reasonable environmental management system;
* **Supply chain**
	1. to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
	2. to comply with the principles of non discrimination with regard to supplier selection and treatment.

**16**. **ARBITRATION**

a) If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by COO[IP], Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

b) **In event of any dispute or difference relating to the interpretation and application of the provision 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 & Excise Departments), such disputes 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.**

|  |  |  |
| --- | --- | --- |
| **Company Seal** | **Signature** |  |
|  | **Name** |  |
| **Designation** |  |
| **Company** |  |
| **Date** |  |

**Annexure-III**

1. **GST Compliances**

[1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-IIIA attached

[2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor

[3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].

[4] Vendors are required to raise invoice as per the GST tax structure.

[5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.

[6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

[7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

|  |  |  |
| --- | --- | --- |
| **Company Seal** | **Signature** |  |
|  | **Name** |  |
| **Designation** |  |
| **Company** |  |
| **Date** |  |

**B. DETAILS OF VENDOR ANNNEXURE-IIIA**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| 1 | Name of the Vendor |  |
| 2 | Address |   |
| 3 | Postal Code |   |
| 4 | State |   |
| 5 | Country |   |
| 6 | Telephone No. |   |
| 7 | Mobile No. |   |
| 8 | Fax No. |   |
| 9 | Email ID |   |
| 10 | Contact Person |   |
| 11 | Bank Name |   |
| 12 | Street |   |
| 13 | City |   |
| 14 | Branch Name |   |
| 15 | IFSC Code |  |
| 16 | MICR Code |   |
| 17 | Account Number |   |
| 18 | Minority Indicator |   |
| 19 | GSTIN Registration Number |   |
| 20 | HSN /SAC Code for Supply/Service |  |
| 21 | GST rate (in %) applicable for Supply/Service to be provided. |  |
| 22 | Composition Scheme Applicable  | Yes / No |
| 23 | Proof of GSTIN Registration No. per state [From GSTN website] |   |
| 24 | Vendor's GSP name [GST Suvidha Provider's] |   |
| 25 | Exemption No. |   |
| 26 | Exemption Percentage |   |
| 27 | Exemption Reason |   |
| 28 | Exempt From /To |   |

 **ANNEXURE IIIB**

 CPPP DECLARATION BY MSE BIDDERS

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE’s ORDER 2012.)

Dated …………………….

I/We, M/s …………………………………………………………., address…………………………………………………………………, hereby declare that I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM) Number…………………..on Central Public Procurement Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim through CPPP.

Company Authorized Signatory

(Seal & Stamp)

 **ANNEXURE- IV**

**OFFER ONLY SUBMITTED/ACCEPTED ON BL’S TENDER FORMAT DULY SIGNED & STAMPED ON ALL PAGES**

**PRICE BID – to be filled by BIDDER**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sr.No.** | **Description** | **SAC Code** | **Qty.** | **UOM** | **Rate** | **Value** |
| **1** | **Chimney Painting** Height – 90 ft x Base Dia 4 ft x Top Dia 1 ¾ Ft approx.Providing and applying two coats of 450 degree temp aluminum painting including preparation of surface, scaffolding with clean water etc. complete with all material and all height.Total Quantity (Chimney & Inside Pipe)  |  | **2** | **Nos** |  |  |
|  | **GST** |  |  |  |  |  |
|  | **Gross Landed** |  |  |  |  |  |

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

|  |  |  |
| --- | --- | --- |
| **Company Seal** | **Signature** |  |
|  | **Name** |  |
| **Designation** |  |
| **Company** |  |
| **Date** |  |