



Balmer Lawrie & Co. Ltd.

(SBU: Grease & Lubricant , Silvassa)

(A Government of India Enterprise)

Survey No. 201/1, Sayli, Silvassa-396230.

Phone- 9099084731 Extn.12, E-mail- srivastava.sk@balmerlawrie.com

TENDER ENQUIRY

Tender No.-GLS/TE21/004

Date 22/05/2021

Due date:-31/05/2021 till 6.00 PM

Declaration for GeM

“The tendered item is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

Sub: Annual Maintenance Contract for Air Conditioners for plant & Admin on Fixed Price Basis

Sealed offers in a single bid/ envelop, are invited from potential vendors as per General Terms & Conditions, Safety, Undertakings and Obligations of BL and Price Schedule, Provision of MSME, HSC chapter.

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.

(S.K Srivastava)
Manager (Purchase)

Encl.: As above



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Annexure- A

1.1.0 General Terms & Conditions:

- 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 on or before 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 before prior to the date of filling/submission of the Tender.
- 1.1.3 Tenderer shall visit the site and make them thoroughly acquainted with the nature and requirements of the work, facilities for access of units etc.
- 1.1.4 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 there of.**
- 1.1.6 **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 acceptance, sole jurisdiction for the dispute settlement shall be in the High Court of Kolkata only.
- 1.1.7 **Duration:** - This contract would be valid for one year from the date of placement of LOI/Contract/Purchase Order and it may be renewed for further period of one year; based on the performance of the engaged/ successful vendor related to said jobs and with both side acceptance for the renewal.
- 1.1.8 **Acceptance of tender:** -Balmer Lawrie & Co. Ltd. ("BL") reserves the right to reject/accept all or any tender(s).

Contact Person :

Contact Number :

Signature with
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- 1.1.9 **Experience of Vendor:** The vendor should have at least Two years of experience in this field.
- 1.1.10 **Price schedule:** - The price shall be quoted as per specified format given in **Annexure B**. The quoted **price** shall be inclusive **of taxes**. Tenderers are also advised to inspect on their own 'the SITE' for ascertaining the actual quantum and the nature of work prior to quoting. It shall be deemed that bidder has carried out the necessary inspection and no escalation in price/value shall be allowed after placement of the order or during the execution of work at site.
- 1.1.11 **Payment terms:** - Payment will be done at the end of each quarter and within 30 days after submission of each bill against each required job as per PO. These quarterly bills are to be submitted along with complete service reports, without these said documents - NO bill shall be accepted.
- 1.1.12 **Validity of offer:** - The offers shall remain valid for a period of 60 days from the due date of the tender.
- 1.1.13 **Working days & hours:** - All work required to be carried at B L's site, shall be done only during working days between 9.00 am. To 6:00 pm.
- 1.1.14 **Company 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.
- 1.1.15 **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.
- 1.1.16 **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. WC policy and all other statutory liabilities shall be borne by the contractor.
- 1.1.17 **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. The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.



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In case any bidder withdraw or modify 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 12 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.”

1.1.18

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 in the E-Procurement platform. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

1.19

Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

1.20

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 the participants/ bidders in said tender for the same.

1.21

Factory Rule: personal has to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

1.22

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.

1.23

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.

Contact Person :

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2.2.0 Safety :

- 2.2.1 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 arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.
- 2.2.2 **It is MUST for the vendor to inform and obtain a permission from BL, to carry out the proposed jobs PRIOR to start AND also to obtain a WORK PERMIT in MANDATORY.**
- 2.2.3 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**.
- 2.2.4 **Safety belts, helmets & goggles** (if required) to be provided by the contractor to all the workmen.
- 2.2.5 Hoisting machines and tackles including their attachments, anchorage and supports of adequate capacity should be used for handling heavy equipments.
- 2.2.6 Workmen engaged in electrical work should be provided with gloves, and footwear's of adequate insulation value.
- 2.2.7 Workmen engaged in toxic chemicals, paints etc should be provided with gumboots, gloves, goggles mask and other protective attachment depending upon the depth of expected hazard.
- 2.2.8 All safety requirements depending on the nature of work should be provided to minimize the occurrence of accidents.
- 2.2.9 All necessary safety measures to be take care as indicated in section 1104.

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3.3.0 Undertakings and Obligations of BL

3.3.1 **Security:** No special security other than normal plant security shall be provided.

4.4.0 Brief Scope of Work:

- The AMC will be of comprehensive type i.e including spares, gas Charging, motor winding, remote control etc.
- The call should be attended within 24 hrs of lodging the complaint.
- The contract will be for unlimited number of breakdown calls and one servicing call per quarter.
- To & Fro will have to be borne by the vendor if the AC's are needed to be taken their workshop for repairing and a standby unit has to be provided if the repairing takes more than 2 working days.
- Well experienced technician should be deployed for the said job.

3.3.3 Air condition machine details as mention in bellow: -

Sr.No.	Make	Type	Tonnage	Qty
1	Voltas	Split	1.5	6
2	Voltas	Split	2	3
3	Voltas	Split	1	1
4	Blue Star	Window	1.5	4
5	Blue Star	Split	1.5	1
6	Carrier	Cassette	5.5	4
7	Carrier	Cassette	8.5	2
8	Carrier	Cassette	2	3
9	Carrier	Cassette	1.5	2

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Tender No.-GLS/TE20/004 Date 22/05/2021 Due date:-31/05/2021 till 6.00 PM

Price Schedule

Annexure B

Sr.No.	Make	Type	Tonnage	Qty in Nos	Rate Rs/Unit	Amount in Rs
1	Voltas	Split	1.5	6		
2	Voltas	Split	2	3		
3	Voltas	Split	1	1		
4	Blue Star	Window	1.5	4		
5	Blue Star	Split	1.5	1		
6	Carrier	Cassette	5.5	4		
7	Carrier	Cassette	8.5	2		
8	Carrier	Cassette	2	3		
9	Carrier	Cassette	1.5	2		
Total in Rs						
Discount if Any						
Total after Discount						
GST%						
Grand Total [Basic +GST Value						

We accept Bid Security Declaration Clause and we will not modify/change our bid within next 60 days from the date of opening of bids and if we fail to do so then we accept penal action as per clause mentioned in tender.

Contact Person :

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HSE Chapter

Annexure-C

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:

Annexure – C-1

Pre-Qualification Questionnaire for Contractor

Guidelines for Completion of Questionnaire

- i. The potential bidder is to ensure that the answers provided are focussed against the activities indicated in the pre-tender document.
- ii. The information is supplied in the same format and sequence in which they appear in the questionnaire. A minimum of 12 has to be obtained in the HSE pre-qualification questionnaire.
- iii. Failure to supply information that accurately and fully covers the material requested may result in an individual Contractor failing to meet minimum expectations and therefore being disqualified.
- iv. Contractor shall provide information that is authentic and documentary evidence.
- v. 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.
- vi. BL shall have right to audit Contractors records to verify the authenticity of the documents, during any phase of the Contract.

Questionnaire for HSE Pre-Qualifications of contractors:

Contractor Details	
Company Name	
Contact Person for HSE	
Name	
Telephone Number	
E-Mail Address	

	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
1	Do you have a signed and dated HSE Policy?	<input type="checkbox"/>	<input type="checkbox"/>	Attach HSE Policy	1
2	Do you confirm that you will comply with BL HSE Policy in as much as it is applicable to your scope of work?	<input type="checkbox"/>	<input type="checkbox"/>	None	1



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	Question	Response		Evidence Required at bidding Stage	Weightage if complied
		Yes	No		
3	Do you have a Health and Safety System certified by an accredited body to a recognized standard? (Eg : OHSAS 18001)	<input type="checkbox"/>	<input type="checkbox"/>	Provide Current Certificate	3
4	Do you have an Environmental Management System Certified by an accredited body to a recognized standard? (Eg : ISO 14001)	<input type="checkbox"/>	<input type="checkbox"/>	Provide Current Certificate	3
5	Have you identified, documented and maintained your Health and Safety risk assessment of your activities?	<input type="checkbox"/>	<input type="checkbox"/>	None	3
6	Have you identified, documented and maintained your Environmental Impact Assessment of your activities?	<input type="checkbox"/>	<input type="checkbox"/>	None	3
7	If you use subcontractors, will you assess them in terms of HSE?	<input type="checkbox"/>	<input type="checkbox"/>	None	2
8	Have you produced project/contract HSE plans for recently completed work?	<input type="checkbox"/>	<input type="checkbox"/>	None	2
9	Is HSE Covered in your company's organization chart?	<input type="checkbox"/>	<input type="checkbox"/>	Provide Current Org Chart.	2
10	Have HSE roles and responsibilities been defined in your company?	<input type="checkbox"/>	<input type="checkbox"/>	None	2
11	Have your employees received documented HSE training appropriate to the task they will undertake?	<input type="checkbox"/>	<input type="checkbox"/>	None	2
12	Do you identify and monitor compliance with HSE Legislation?	<input type="checkbox"/>	<input type="checkbox"/>	None	2
13	Do you carry out regular medical examination for your employees?	<input type="checkbox"/>	<input type="checkbox"/>	None	1
14	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"/>	None	1
15	Do you have any procedure of reporting HSE Incident and investigation?	<input type="checkbox"/>	<input type="checkbox"/>	None	2

	Please provide your accident data for the current year and the last 2 calendar years Note: this must include the data of any contractors working for your organization.	Current Year	Current Year - 1	Current Year - 2	Period Average (Three years average)
16	Number of Fatalities				
17	Number of Environmental Incidents reported to Pollution Control Board				



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18	Number of accidents with 2 or more days lost time.(LTI)				
19	Man Days Lost				
20	Total Hours Worked				

I confirm that the above information is correct and that further evidence to support this will be provided to BL on request.

Name	Position	Company	Date	Signature



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Annexure – C-2

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

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 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.

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.

Working at Height

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



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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.

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:

- 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.

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.

- 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



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- 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.

Roof Work/Access

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

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.

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.

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.



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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 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.

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.

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.



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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 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.

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.

Vendor's Company:

Contact Person :

Contact Number :

Signature with
official stamp