



**Balmer Lawrie & Co. Ltd.**

**(G & L- Kolkata)**

**(A government of India Enterprise)**

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

**Phone- (033) 24500102, Fax- (033) 2439 2277, E-mail – [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)**

**TENDER ENQUIRY**

**Tender No.: GLK/TE21/079**

**Date: 20.07.21**

**Due date: 31.07.21 upto 4: 00 PM**

Dear Sirs,

**Sub: Annual Maintenance Contracts for Thermopacs & Boilers of the Plant**

“The tendered item(s) 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.”

**Sealed offers in a single bid/ envelop** is invited from the competent vendors of the field for the subject job as per following table of contents-

- 1.0 General Terms & Conditions
- 2.0 Health, Safety & Environment (HSE) terms & conditions:
- 3.0 Undertakings and Obligations of vendor
- 4.0 Undertakings and Obligations of BL
- 5.0 Price schedule

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

Assistant Manager (Maintenance)

Encl.: As above



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### **1.0.0 General Terms & Conditions:**

- 1.1.0 Before filling up, the complete Tender Specification should be read properly. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact
- R. Jaiswal  
Assistant Manager (Maintenance)  
Balmer Lawrie & Co. Ltd.,  
P-43, Hide Road Extension, Kolkata-700088,  
E-mail- [jaiswal.r@balmerlawrie.com](mailto:jaiswal.r@balmerlawrie.com)  
Phone no. 033-24500102
- 1.2.0 Tenderer may **visit the site** and get them thoroughly acquainted with the nature and requirements of the work, facilities for access of materials, mode of transport and storage and removal of unwanted material.
- 1.3.0 The **bidder shall not be allowed to deviate from their scope of work as mentioned in the tender and in such deviation case their offer shall be rejected.**
- 1.4.0 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.
- 1.5.0 The vendor is not allowed to give any “subcontract’ without proper justification and approval of BL.
- 1.6.0 **Right of acceptance / Rejection:** Balmer Lawrie & Co. Ltd reserves the right to accept/reject any or all received in response to this tender without assigning any reasons, whatsoever. Balmer Lawrie & Co. Ltd also reserves the right to alter the eligibility criteria & specification for short-listing the vendors. Telex/Telegraphic/Fax offers shall not be accepted. The company will not accept any responsibility for any delay in receipt or non-receipt of bidding document sent by post.
- 1.7.0 **Completion Period:** Two years from 01.09.21 to 31.08.23 or from the date of commencement of contract whichever is later. Initially the duration of the subject job shall be from **one year** (Twelve months period i.e. for four quarters) but may be renewed for further period of one year; based on the performance of the engaged/ successful vendor.
- 1.8.0 **Submission Bid: Price bid must to be submitted in a sealed envelope superscripting the envelope with subject, tender no., date and due date.**
- 1.9.0 **Selection & placement of offer:** A tenderer must have to quote for all the items/heads under this tender 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 in totality** .
- 1.10.0 **Risk purchase:** In case of failure to deliver the Items or /complete the job as per our specification & delivery/completion date indicated in Purchase order/tender, the Items/job will be procured from any other available sources and difference in cost will be recovered from the vendor.
- 1.11.0 **Liquidated damages:** -Vendor shall be liable to pay liquidated damages for the following:
- 1.12.0 Failure to complete the required supply/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%.



- 1.13.0 If any damage is caused to the property and/or machinery (including its part) of BL, directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- 1.14.0 **Job site, 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 (timing may be relaxed if required). The job site will be provided by BL after two months from date of issue of LOI/PO to the successful vendor for the job.
- 1.15.0 **Offers & Enclosures:** The design, data and detailed drawing, submitted by the all the tenderer, along with their respective offer(s) will be non-returnable and shall be the property of BL, even in the case of unsuccessful bidders. However, BL shall maintain the confidentiality for the submitted documents.
- 1.16.0 **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.
- 1.17.0 **Tender Response date & time:** Since the tendered job is of urgent nature, kindly response within the due date as no due date extension may be given (subject to management discretion & nos. of bid received).
- 1.18.0 **Payment terms:** Quarterly basis: within 30 days after submission of each quarterly bills as per PO. These quarterly bills are to be submitted along with complete service report(s).
- 1.19.0 **GST Formalities and compliance with Regulations:** *"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."*
- 1.20 **Provisions for Micro and Small Enterprises (MSE): Not applicable** sine splitting of order is not feasible in subject service job.
- 1.21 **Preference to Make in India Policy:** Not applicable in this tender.
- 1.22 **Tender Cancellation:** The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reasons at any stage of the tender processing as per sole discretion of BL is not liable to provide any reason to the applicants for the same.
- 1.23 **Dispute Resolution, Governing Law and Jurisdiction**

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

**Undefined:** disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to **Arbitration**. The procedure of the **Arbitration** shall be governed under the **Arbitration and Conciliation Act, 1996** (as amended) and the rules thereunder as may be in force from time to time. The **Arbitration** proceedings shall be conducted in English language. The Seat of **Arbitration** shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

**Governing Law and Jurisdiction:** The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.



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- 1.24 **Force-majeure:** Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities.
- 1.25 **Supply of Spare Parts:** All the required spare parts & Consumable will be free issued to the AMC care taker during the job. In case BL is not able to provide free issued spare parts then the *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be reimbursed by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*



## 2.0.0 Health, Safety & Environment (HSE) terms & conditions:

- 2.1.0 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.
- 2.2.0 Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and act in force **by contractor**
- 2.3.0 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.**
- 2.4.0 The safety belt should be of full body harness, with double lanyard and shock absorber.
- 2.5.0 The portable tools should be of fiber body, and double insulation.
- 2.6.0 Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- 2.7.0 All lifting tools and tackles should have valid test certificate.
- 2.8.0 **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 6 ft 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.**
- 2.10.0 **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.
- 2.11.0 **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.
- 2.12.0 **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 @ 1% per complaint shall be recovered from the bills.
- 2.12.1 **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.
- 2.12.2 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.
- 2.12.3 Within the BL’s premises, the contractor or Contractor’s personnel shall not do any private work other than their normal duties.
- 2.12.4 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.
- 2.12.5 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.



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- 2.12.6 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.
- 2.12.8 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.
- 2.13.0 Compliance **with labor/industrial laws:** The contractor is responsible for compliance of the points given below under this contract:
- 2.14.0 **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; In case of major safety violation, the vendor will be Panelize as per Company's HSE Progressive Disciplinary Policy.



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### **3.0.0 Undertakings and Obligations of Contractor**

- 3.1.1 Monthly routine corrective / preventive maintenance of 3 nos. of thermopac, model no. TP-06 (HT), TP-06 171 & 194, as per instruction of BL (including on Sunday/holiday if required) with manpower & tools-tackles (BL may not provide any manpower & tools-tackles).
- 3.1.2 Monthly routine corrective / preventive maintenance of 2 nos. of steam generator/boiler, model no. RXD-06/203 & RXA-06/1048, as per instruction of BL (including on Sunday/holiday if required) with manpower & tools-tackles (BL may not provide any manpower & tools-tackles).
- 3.1.3 Attending breakdown calls for three nos. of thermopac & two nos. of boilers within 4 hours of intimation from BL through phone/e-mail/fax and resolving the problems within 24 hours, failing which penalty will be imposed.
- 3.1.4 Complete overhauling of a Thermopac unit on Sunday/weekdays with manpower & tools-tackles (spare/consumables will be free issued by Balmer Lawrie & as per the list provided by the AMC caretaker). The job excludes dismantling of coil assembly & re-erection of the same after overhauling; same will be done by BL.
- 3.1.5 Complete overhauling of a Boiler unit with manpower & tools-tackles on weekdays (Spare/consumables will be free issued by Balmer Lawrie & as per the list provided by the AMC caretaker). The job excludes dismantling of coil assembly & re-erection of the same after overhauling; same will be done by BL.
- 3.1.6 **Supply of Spare Parts:** Vendor shall have to arrange & provide all the required spares parts for all the units to set right any faulty/breakdown unit. The cost of the same shall be born by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.
- 3.1.7 **Emergency call:** Vendor may have also been required to attend any emergency call (i.e. against break down). NO extra charges will be paid by BL against this. You have to attend such 'break down' call within 4 hrs from its reporting time (even over telephone) to you and to solve the related break down within 24 hrs. In the event of delay in resolving these 'break down' call within 24 hrs (as said above) a reduction of Rs.100.00 will attract per day of delay from the respective service bill.
- 3.1.8 **Condition of units:** All the related units are in very good / running condition. The tenderer(s) are advised to inspect on their own the related units for ascertaining the exiting conditions of these prior to quoting. It shall be deemed that bidder has carried out the necessary inspection and no revision of price/value shall be allowed after placement of the order or during the period of AMC.
- 3.1.9 **Supply of Spare Parts:** *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be borne by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*
- 3.1.10 **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. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**

### **4.0 Undertakings and Obligations of BL**

- 4.1 **Free issue of all spare parts & Consumables:** All the required spare parts & Consumable will be free issued to the AMC care taker during the job. In case BL is not able to provide free issued spare parts then the *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be reimbursed by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*
- 4.2 **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.
- 4.3 **Storage:** BL shall provide space for storage of equipments, tools-tackles etc. Temporary partition, doors etc if required shall be arranged by the vendor at this own cost.
- 4.4 **Security:** No special security other than normal plant security shall be provided.





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## Price Schedule

## Annexure-D

SL. NO.	Scope of work & Description	Qty.	Unit	Unit Rate	Amount
5.1	Complete Monthly routine corrective / preventive maintenance of 3 nos. of thermopac, model no. TP-06 (HT), TP-06 171 & 194 only on Sunday/holiday with all manpower & tools-tackles.	24	months		
5.2	Complete Monthly routine corrective / preventive maintenance of 2 nos. of steam generator/boiler, model no. RXD-06/203 & RXA-06/1048, (on Sunday/holiday if required) with manpower & tools-tackles .	24	months		
5.3	Attending breakdown calls for three nos. of thermopac & two nos. of boilers within 4 hours of intimation from BL through phone/e-mail/fax and resolving the problems within 24 hours.	24	months		
5.4	Complete overhauling of a Thermopac unit on Sunday/weekdays with manpower & tools-tackles (spare/consumables will be free issued by Balmer Lawrie & as per the list provided by the AMC caretaker). <b>The job excludes dismantling of coil assembly &amp; re-erection of the same after overhauling, same will be done by BL.</b>	4	nos		
5.5	Complete overhauling of a Boiler unit with manpower & tools-tackles on weekdays (Spare/consumables will be free issued by Balmer Lawrie & as per the list provided by the AMC caretaker). <b>The job excludes dismantling of coil assembly &amp; re-erection of the same after overhauling, same will be done by BL.</b>	2	nos		
5.6	Sub total of Service Value				
5.7	GST [SAC code.....]			@.....%	
5.8	Total Job value				
5.9	Liquidity damage (applicable as per tender)				
5.10	Payment terms (applicable as per tender)				
5.11	Validity of offer (applicable as per tender)				

**Note: 1.** Kindly submit your sealed offer in this format only, write OK or accepted for item no. 5.9 to 5.11.

**2. Supply of Spare Parts:** All the required spare parts & Consumable will be free issued to the AMC care taker during the job. In case BL is not able to provide free issued spare parts then the *AMC caretaker shall have to arrange & provide all the required spares parts for all the units to set right any faulty unit. The cost of the same shall be reimbursed by Balmer Lawrie & Co. Ltd. as per general purchase procedure on 30 days credit after placement of PO & submission of bill.*

Company Name:

Contact Person :

Contact No. :

Signature with official stamp