



**SBU- Industrial Packaging-Kolkata**  
P4/1,Oil Installation Road,Paharpur,  
Kolkata-700 088  
Tel. No. 091 - 033 -24392093  
Fax No. 091 - 033- 24393793

**NOTICE INVITING TENDER**

Tender No. 0100LE0195 dated 07.03.2020

**Due date of Tender:** 17.03.2020 at 17:00 hrs.  
**Opening of Price Bid:** 17.03.2020 at 17:30 hrs.

Single Bid offers are invited for “**Annual Contract for Public Health Engineering**” in our Barrel Manufacturing Plant in Kolkata The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website

**Contact details**

Balmer Lawrie & Co.Ltd.  
SBU-Industrial Packaging,  
P4/1,Oil Installation Road,Paharpur  
Kolkata-700088

**Contact Persons:**

**Shri Robin Martin -Mob-09831216920, e-mail ID: martin.r@balmerlawrie.com.**

• **Introduction**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Drums, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata, Taloja & Vadodara. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

**A. Instructions for bidders**

1. **Please Refer to Annexure – II for detailed Scope of Work.**

2. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid**.

3. All supporting documents required in the tender can be deposited in the Tender Box at our Paharpur Office . P4/1,Oil Installation Road,Kolkata-700 088

4. Important points to be noted

4.1 Due date for submission of bids 17.03.2020 at 17:00 hrs.

4.2 Price Bid Opening 17.03.2020 at 17:30 hrs.

All Bids are to be completed accordance with tender requirements within the duration as mentioned. The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**

BL would be the Purchaser/Owner for the tendered service.

The successful bidder will be the supplier/service provider.

**The service to be provided at Balmer Lawrie & Co. Ltd. Industrial Packaging, P4/1,Oil Installation Road,Paharpur,Kolkata-700 088**

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

5. Bid Security – As per Annexure- IV

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8.3

7. Tender documents consists of:

Sr.No.	Contents	Annexure
1	<b>General Information</b>	I
2	<b>Scope of Supply</b>	II
3	<b>Special Terms and Conditions</b>	III
4	<b>General Terms and Conditions</b>	IV
5	<b>Vendors Obligation</b>	V
6	<b>Price Bid</b>	VI

**8.0** The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

**8.1 Late Bids**

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

**8.2 Bid Validity**

The offer shall remain valid for a period of **two months** from the date of opening of the Price Bid.

**8.3 Bid Rejection Criteria**

A bid may be rejected if,

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

**8.4 Clarifications**

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (*Only email queries shall be replied*).

**8.5**

Contractors, vendors, who are having unresolved issues, disputes, complaint, legal or court cases against the company, will not be eligible to participate in the tender.

**ANNEXURE-I**

**GENERAL INFORMATION**

This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

- Confirmation on the scope as detailed out in this tender.

**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 BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**Response from registered vendors alone will be accepted and that other interested vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent tenders.**

**ANNEXURE-II**

**SCOPE OF WORK**

**SCOPE OF SERVICE/WORK.**

**JOB NO.1**

Dislodging and cleaning of following underground septic tanks and dumping of all sludge to the KMC dumping ground through KMC suction tanker, all inspection of pits, sewer line, vent pipe etc. finally cleaning the septic tank area and bleaching complete as per the rule and specification of Public Health Engineering Dept. Govt of West Bengal.

Sl.No.	Place	NO	Yearly rate (Twice a year)
1.	Administrative building	01	
2.	Contract Workers toilet	01	
3.	Welfare Block	01	
4.	T&PD Building	01	

Note: Satisfactory and certified inspection report from statutory authorities of Health Dept. Govt. of West Bengal to be submitted once in a year.

**JOB NO.2**

Collection of sample of (i) Drinking water (ii) effluent discharged from soak pit filter bed and get it tested from Government approved laboratory and obtaining the test analysis report complete with submission of annual report including complying all other formalities as required under the rule.

**Rate Rs.**

Note: Any material required for replacement will be provided by us free of cost.

**JOB NO. 3**

Periodical white washing and painting of following toilets as per specifications of PH Engineering Dept. Govt. of West Bengal.

(I) Two coats of white washing to all walls (inside) and ceiling after proper scrapped compound with all necessary material & scaffolding to the following.	
Location	Rate (Annual rate)
Workers toilet of welfare block 1 no. [ 3 times a year]	Rs.
Kitchen of welfare block 1 no. [ 3 times a year]	Rs.
Contractor's labour toilet 1 no. [ 3 times a year]	Rs.
Admin. Building Stores toilet 1 no. [ 3 times a year]	Rs.
CDC Production office toilet. 1 no. [ 3 times a year]	Rs.

(II) Two coats of oil painting to the following doors and windows after proper scraping complete . Oil paint will be supplied by us :-	
Location	Yearly Rate [Rs.]
Workers toilet of welfare block 10 nos.[3 times a year]	Rs.
Kitchen of welfare block 3 nos [3 times a year]	Rs.
Contractor's labour toilet 1 no[3 times a year]	Rs.
Admin. Building Stores toilet 2 nos[3times a year]	Rs.
CDC Production office toilet. 2 nos[3 times a year]	Rs.

#### **JOB NO. 4**

Periodical cleaning & disinfecting of drinking water tank (under ground and over head) as per the following locations :-

Sl.No	Location	Qty.	No of Service	Yearly Rate-[Rs.]
1.	5KL sintex tank welfare block	3 Nos	4 service/year	
2.	5 KL sintex tank Admin. Building	2 No	4 ,,	
3.	Under Ground Water Reservoir	3 No	4 ,,	

1. It will be the responsibility of the successful vendor to do necessary liaison with statutory authorities of PHE. Govt. of West Bengal.

**The Vendor should visit the site to asses the job and the requirement before submitting their offer.**

#### **ANNEXURE-III**

#### **SPECIAL TERMS & CONDITIONS**

1. The bidder means all parties/firms who respond against this tender notice and successful bidder(s) mean party/parties, with whom the order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for "Annual Contract for Public Health Engineering " as per Annexure-II
3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.  
ii) Bidder should quote in the Price Bid format.

4. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
5. **Period of contract** – 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021 extendable for a further period of one year at the same rate, terms & condition on mutual consent.
6. **Tender Evaluation - The tender would be finalized on the basis of Composite Lowest L1.**
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. 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 composite lowest [L1] bidder.**

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

9. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.

**ANNEXURE-IV**

**GENERAL TERMS & CONDITIONS**

1. Introduction  
The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.  
Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.
2. Scope of Supply  
Scope of Work for the tender shall be as mentioned in Annexure II.
3. Reference for Documentation  
Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.
4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

5. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.
6. **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.
7. **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.
8. **PAYMENT TERMS**  
Within 30 days from the date of receipt of certified bill.
9. **SECURITY DEPOSIT:**  
Security Deposit amount of 5 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of " Balmer Lawrie & Co. Ltd.," payable at Kolkata.  
The Security Deposit may be submitted within 7 days of receipt of the Purchase Order. The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract for the tendered services. Security deposit can also be made directly to our Standard Chartered Bank (Account No. **331-0-514222-2, NEFT Code - IFSC "SCBL0036008)** through electronic transfer and proof of transfer of funds deposited with us.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

**Security Deposit is liable for forfeiture if successful Contractor in the event of :-**

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory

authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above.

**10. Price**

The rate quoted should be as per the price bid format.

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic. Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of entire order.

**11. Termination**

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited.

12. All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
13. Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
14. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
15. Company reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. Company is not bound to accept



the lowest tender and reserve the right to accept one or more tenders in part. The decision of Company in this connection will be final.

16. In case of unsatisfactory performance of the Contractor, failure to adhere to prescribed norms or misbehavior with employees of Company etc., Company reserves its right to cancel part or whole of the contract or to deduct such amounts as Company may deem reasonable due to the loss of goodwill, business, or material from the security deposit. In such a case, Company also reserves its right to get balance portion of the job executed through other means at the entire risk and cost of the Contractor.
17. The Contractor shall hold Company harmless and indemnified from and against all claims, charge and cost for which Company may be held liable under the Workmen' Compensation Act / ESIC (whichever is applicable) and or under any other Act which is prevailing in the State of West Bengal and amendments thereof and expenses which Company may be made to bear by them in respect of injuries to the servants and employees of Company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the Contractor his agents or his employees in carrying out the job of the Contractor.
18. Wherever any dispute regarding the jobs in day to day operations arises, the decision of the Officer-in-charge/Plant in-charge in writing shall be final and binding on the Contractor.
19. **RISK PURCHASE**  
In case services are not affected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.
20. **HSE Clause**

1.	<b>HSE REQUIREMENTS BY CONTRACTORS</b>
<b>A</b>	Housekeeping
i	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.
<b>B</b>	Confined Space
i	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: a. Confined spaces are kept identified and marked by a sign near the entrance(s). b. Adequate ventilation is provided c. Adequate emergency provisions are in place d. Appropriate air monitoring is performed to ensure oxygen is above 20%. e. Persons are provided with Confined Space training. f. All necessary equipment and support personnel required to enter a

	Confined Space is provided.
C	Tools, Equipment & Machinery
i	The Contractor must ensure that all tools & equipment provided for use during the Work is: a. suitable for its intended use; b. 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); c. Used only by people who have received adequate information, instruction and training to use the tool or equipment. d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
D	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.
E	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.
F	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.
G	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.
H	Stairways and Ladders

	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> <li>1. Fabricated ladders are prohibited.</li> <li>2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.</li> <li>3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.</li> <li>4. Ladders will be lowered and securely stored at the end of each workday.</li> <li>5. Ladders shall be maintained free of oil, grease and other slipping hazards</li> <li>6. 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.</li> <li>7. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &amp; removed from the Site by end of the day.</li> </ol>
I	Lifting Operations
	<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> </ol>
J	Lockout Tag out ("LOTO")
	<p>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.</p>
K	Barricades
	<p>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.</p>
L	Compressed Gas Cylinders
	<p>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.</p>
M	Electrical Safety
	<p>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</p>

	<p>prior to work commencing. The below measures will be taken:</p> <p>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.</p> <p>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.</p> <p>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</p>
N	Hot Works
	<p>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.</p>
O	<p>Trenching Excavating, Drilling and Concreting</p> <p>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.</p> <p>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.</p>
P	Environmental Requirements
	<p>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.</p> <p>Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p>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, vapors.</p>

a. Violation of any safety rule would lead to penalty of Rs 1000/ per violation observed at the site.

21. **ARBITRATION**

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 Kolkata to a sole arbitrator to be appointed by C&MD, Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Kolkata, 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.

22. **FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the COO[IP], Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

23. **Relaxation of Tender Terms & Conditions**

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

24. **Delay in providing services**

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause no. 19.

I/We accept all your terms and conditions as stated above.

**ANNEXURE-V**

**VENDORS OBLIGATION**

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., GST Tax No. Necessary documentary evidence to be attached alongwith the offer. **"APPLIED" status for statutory licenses & documents is acceptable by the company. The Contractor shall submit the documentary proof in support of the same**
- 2) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty at all times and attend the duties regularly.

- 3) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness. Wearing of uniform and personal protective appliances, etc.
- 4) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen.
- 5) The Contractor's workers shall have to make their own arrangements for transportation/canteen. The Company's transport/canteen arrangements will not be made available to them.
- 6) The Contractor shall ensure personal supervision of his workmen in Plant and will meet Officer In-charge weekly or as and when required. One supervisor has to be deputed on daily basis.
- 7) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stands forfeited.
- 8) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- 9) The Contractor will ensure that workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 10) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.
- 11) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- 12) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 13) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.

- 14) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 15) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 16) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

17) **CONTRACT LABOUR REGULATIONS**

- a) The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- b) The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- c) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d) A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.

The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.

- e) Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

18) **PAYMENT OF MINIMUM WAGES**

- The Contractor will pay minimum wages as prescribed by West Bengal Government from time to time.
- The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

19) **PAYMENT OF WAGES**

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

20) **PAYMENT OF BONUS**

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965.

21) **SAFETY AND WELFARE**

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, safety shoes (2 pairs) etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

22) **WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

23) **SUSPENSION OF WORK:**

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.



The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

24) **TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR**

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
- b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
- c) Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the fabrication contract.
- d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

25) **CONFIDENTIALITY / SECRECY**

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labour, as the case may be as aforesaid.

ANNEXURE-VI

**PRICE BID – to be filled by the Bidder**

A]

**JOB NO.1**

Dislodging and cleaning of following underground septic tanks and dumping of all sludge to the KMC dumping ground through KMC suction tanker, all inspection of pits, sewer line, vent pipe etc. finally cleaning the septic tank area and bleaching complete as per the rule and specification of Public Health Engineering Dept. Govt of West Bengal.

Sl.No.	Place	NO	Yearly rate (Twice a year)
1.	Administrative building	01	Rs.
2.	Contract Workers toilet	01	Rs.
3.	Welfare Block	01	Rs.
4.	T&PD Building	01	Rs.

Note: Satisfactory and certified inspection report from statutory authorities of Health Dept. Govt. of West Bengal to be submitted once in a year.

**JOB NO.2**

Collection of sample of (i) Drinking water (ii) effluent discharged from soak pit filter bed and get it tested from Government approved laboratory and obtaining the test analysis report complete with submission of annual report including complying all other formalities as required under the rule.

**Rate Rs.** \_\_\_\_\_

Note: Any material required for replacement will be provided by us free of cost.

**JOB NO. 3**

Periodical white washing and painting of following toilets as per specifications of PH Engineering Dept. Govt. of West Bengal.

(I) Two coats of white washing to all walls (inside) and ceiling after proper scrapped compound with all necessary material & scaffolding to the following.	
Location	Rate (Annual rate)
Workers toilet of welfare block 1 no. [ 3 times a year]	Rs.
Kitchen of welfare block 1 no. [ 3 times a year]	Rs.
Contractor's labour toilet 1 no. [ 3 times a year]	Rs.
Admin. Building Stores toilet 1 no. [ 3 times a year]	Rs.
CDC Production office toilet. 1 no. [ 3 times a year]	Rs.

(II) Two coats of oil painting to the following doors and windows after proper scraping complete . Oil paint will be supplied by us :-	
Location	Yearly Rate [Rs.]
Workers toilet of welfare block 10 nos.[3 times a year]	Rs.
Kitchen of welfare block 3 nos [3 times a year]	Rs.
Contractor's labour toilet 1 no[3 times a year]	Rs.
Admin. Building Stores toilet 2 nos[3times a year]	Rs.
CDC Production office toilet. 2 nos[3 times a year]	Rs.

**JOB NO. 4**

Periodical cleaning & disinfecting of drinking water tank (under ground and over head) as per the following locations :-

Sl.No	Location	Qty.	No of Service	Yearly Rate-[Rs.]
1.	5KL sintex tank welfare block	3 Nos	4 service/year	
2.	5 KL sintex tank Admin. Building	2 No	4 ,,	
3.	Under Ground Water Reservoir	3 No	4 ,,	

**B]**

	Job no.	1	2	3	4	Total [Rs]
1]	<b>Total Amount for Job no [1+2+3+4]</b>					
2]	GST %					
B	Grand Total Amount					
C	Gross Total Amount[In Words]					

Apart from above, any liability within the contract period shall be borne by the Contractor

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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	