

(G & L- Silvassa)

( A Government of India Enterprise )
Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa-396230 (D&NH).

Phone- 9099084731, 9099084732: Extn 60, E-mailsrivastava.sk@balmerlawrie.com

### **E-Tender Enquiry**

E-Tender No.: GLS/TE20/037

Date: 26/11/2020

Due date: 07/12/2020 till 6.00 PM

Subject: Online [Two Part] Bids/Offers are invited for Supply of Misc. Paints and repainting of various structure/ equipment.

Balmer Lawrie & Co. Ltd., a leading manufacturer of greases and lubricants in India, invites "Online Offers" for the work stated above (subject). The execution/completion of the work needs to be done as per Instructions, General terms & Conditions, HSE Rules, Scope of Work & Price Schedule, Procedure for Bid Submission, Code Of Conduct For Balmer Lawrie & Co. Suppliers enclosed in annexure - A, B, C, D, E & F respectively.

The rates are to be quoted "online only" as per format given on our website though the Price Schedule appears in this Tender Notice also for reference purpose only. Your **Un-Priced** Bid/Technical Bid along with EMD [Earnest Money Deposit], complete in all respects should be submitted in a online as well as in sealed envelope whereas only the **Price Bid** should be submitted online. The sealed envelope clearly mentioning the tender reference no. on the envelope must reach us on or before the due date at the address given below.

Manager – Purchase Balmer Lawrie & Co. Ltd., Grease & Lubricant Division, Survey No. 201/1, Sayali-Rakholi Road P.O.- Sayli Village, Silvassa – 396230.

Price/Rate has to be uploaded online only. Tender/offer of the Vendors who send the price bid along with technical bid or over email or fax on in envelop would be rejected.

Yours faithfully,

for Balmer Lawrie & Co. Ltd.

#### Manager (Purchase)

Declaration for GeM: - "The tendered item/service 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.

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Annexure-A

#### 1.0 Instruction to Tenderers

- 1.1 Before bidding, tenderers should read the complete Tender Specification properly. If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded/demanded or be in doubt as to their meaning and interpretations, such matter shall be brought to the attention of Blamer Lawrie & Co. Ltd. (hereinafter referred to as BL), at least four working days before/prior to the last date of filling/submission of the Tender.
- 1.2 Tenderers shall visit the site and make themselves thoroughly acquainted with the nature and requirements of the job, facilities for access of site, removal and storage of unwanted material at site as per the BL' instruction.
- 1.3 In case tenderer wants to communicate/provide any other information, they should enclose a separate sheet enumerating their reservations based on their experience or any other information related to this tender, in the sealed envelope along with EMD, provided their statement is not entirely in contradiction to the terms and conditions of the tender
- 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 to be done, site conditions and all other factors, affecting the performance of the contract and the cost thereof.
- 1.5 The contractor shall cover the insurance of all workmen and other persons employed by the contractor and subcontractor against accident, injury & death till completion of the job.
- 1.6 The safe custody of material is the responsibility of the contractor till job completion.
- 1.7 Contractor shall maintain the site neat and clean. All material shall be stored neatly in storage space allotted to them and shall take care that their material will not cause any obstruction for free movement within BL's premises.
- 1.8 Contractor shall remove all wreckage, rubbish/scrap etc from site and stack the wastage at the space allotted for the purpose. On completion of the works, the contractor will keep the space clean and fit for occupation to the satisfaction of the company and demolish store, remove all debris/scrap, waste and surplus material supplied/created by them. In case the contractor does not maintain good housekeeping, the company has the right to get the work done and debit the cost to the contractor.
- 1.9 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.



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# 1.10 Care shall be taken to provide and maintain the following safety measures and statutory safety rules and act in force.

- 1.10.1 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 labour 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 1000 mm high.
- 1.10.2 Safety belts and helmets etc., to be provided to the workers working at high elevations/risk areas.
- 1.10.3 Fabrication and welding gangs should be provided with gloves, protection, goggles, welding helmet etc.
- 1.10.4 Hoisting machines and tackles including their attachments, anchorage and supports of adequate capacity should be used for handling heavy equipments and panels.
- 1.10.5 Workmen engaged in electrical work should be provided with gloves, and footwear's of adequate insulation value.
- 1.10.6 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.
- 1.10.7 All safety requirements depending on the nature of work should be provided to minimize the occurrence of accidents.

#### 1.11 Pre-Qualification Criteria:

- Vendor should have experience for similar type of job. Vendor has to provide 3 work orders of similar type of jobs in last 3 years starting from 2017-18,2018-19 & 2019-20
- At least One work order should be of Value of minimum 50 Lacs or two work orders of minimum 30 Lacs each executed in any of the last three years for similar job starting from 2017-18,2018-19 & 2019-20
- Minimum Annual Turnover should be Rs 1Cr in last three years individually starting from 2017-18,2018-19 & 2019-20.
- Vendor has to submit the One Purchase Order/Completion Certificate [As a proof of Work-Experience] of the similar type of job in Oil & Gas/lubricant manufacturing industry in any last three years starting from 2017-18,2018-19 & 2019-20.



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**Annexure-B** 

#### 2.0 General Terms & Conditions

2.1 **General instruction**: - Do not leave any space blank or incomplete, write NA/NIL/Free wherever applicable. Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection. 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 BL (Balmer Lawrie & Co. Ltd.), at least four days before/prior to the date of filling/submission of the Tender.

#### 2.2 Earnest Money Deposit (EMD) & Provisions for Micro and Small Enterprises (MSE):

Bid/Offer without EMD would not be accepted from Non- MSE vendors. Please refer below for more details. Tenderers /Bidders are required to pay an EMD amount of Rs 20,000 by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of "Balmer Lawrie & Co. Ltd" payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company's specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. MSE/SSI registered company/unit has to submit the proof of registration [As per below clause] to get the waver of EMD.

EMD of non-successful bidder would be returned after finalization of tender. EMD of successful bidder would be retained as security deposit till the execution of contract.

Each page of the offer (enclosures) has to be acknowledged by the bidder with their acceptance (signature company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

#### UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. In case of failure to comply with enquiry terms, the Company reserves the right to cancel order / forfeit EMD.

EMD is liable to forfeiture if:

- (a) Withdrawal of offer during validity period of the offer.
- (b) Non acceptance of Order within the stipulated time.
- (c) Any unilateral revision made by the bidder during the validity period of offer.
- (d) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- (e) Non submission of Security Deposit.

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#### **Provisions for Micro and Small Enterprises (MSE):**

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

**a.** Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE's for availing the above benefits:-

- **b.** MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- **c**. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- **d.** All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

# MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done



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or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

2.3 Preference to Make In India Policy — Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India. Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under: "Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

**Class – I local supplier** – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

**Non-Local supplier'** means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

This tender is for Class-I, Local Supplier only so vendor has to give the declaration of the same.

- 2.4 **Submission of offer**: Bidder has to upload the Price Bid online as well as Technical Bid/Unprice Bid also. Bidder has to submit their copy of un-price bid/Technical bid in a single bid/envelope, superscripting the envelope with tender No., date & due date along with following enclosures also-
- 2.4.1 Covering letter with your reference number & date.
- 2.4.2 Acknowledgement of understanding the scope/ technical specifications/ General Terms and conditions/HSE Policy etc of the project. Kindly submit the tender document duly signed and stamped.
- 2.4.3 Documents in support of Pre-Qualification Criteria (As stated in Annexure-A, Instruction to Tenderers, Clause no -1.11) duly signed and stamped.
- 2.5 Acceptance of offer & placement of order: BL reserves the right to reject/accept all or any offer(s). A tenderer must have to quote for all the items/heads provided in Annexure- D In

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case of offer, where price for all the items/head are not quoted, such offer may be rejected. Purchase/work order will be placed on single **technically & commercially qualified** 

2.6 **Jurisdiction**: - All disputes are subject to Silvassa jurisdiction.

vendor, whose total price stands lowest.

- 2.7 Completion period: The completion period for the entire job should be 30 days from the date of placement of LOI/PO. The job shall be carried out at our works at Survey No. 201/1, Sayli, Silvassa 396 230.
- 2.8 **Liquidated damages**: In case of failure to complete the job within the scheduled period by the successful vendor, a pre-determined liquidated damages will be recovered from the pending invoices @ 0.5% per week subject to a maximum of 5.0% of the basic order value.
- 2.9 **Price schedule:** The price shall be quoted as per specified format given in Annexure-D. The price should be quoted for all the items as per scope of work given in the same annexure.
- 2.10 **Payment terms: -** 90 % of PO value will be release after 30 days from the date of submission of certified Bill (by BL) along with all required documents, job certification, supply-challan etc. after successful completion of the job and Balance 10% of PO Value shall be kept as retention money & will be released after completion of guarantee period without any interest or against submission of performance bank guarantee.
- 2.11 Performance Bank Guarantee (PBG): PBG shall be furnished in specified format of Balmer Lawrie & Co. Ltd. and shall be valid for one year from the date of successful commissioning. PBG can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us.
- 2.12 **Guarantee Period:** 12 (twelve) months from the date of successful completion of the job. During this guarantee period the performance/quality of the job/work has to be in line with the expected/agreed quality as per tender/PO and if not then the vendor has to replace/rectify the item/s at NO EXTRA COST TO BL and to the satisfaction of BL.
- 2.13 Validity of offer: The offers shall remain valid for a period of 60 days from the date of the offer.
- 2.14 **Working days & hours:** All work required to be carried at BL's site, shall be done only during working days between 9:00 am to 5:00 pm. Work would not be allowed on Sunday or Holiday.
- 2.15 **Factory 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.
- 2.16 **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.

#### 2.17 Site facilities by BL:

(i) Power supply: Free at one point, any extension by vendor.

(ii) Water supply: Free at one point, any extension by vendor

(iii) Storage : Space by the company and security by vendor.



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- 2.18 Tenderer must contain any other information/enclosures as may be needed to complete the schedule supply in all respect on a separate page/sheet under "schedule of deviations", however technical specification as mentioned in above Annexure 'D' are 'fixed'.
- 2.19 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.
- 2.20 **ARBITRATION/JURISDICTION**: Any amendment/corrigendum to above Tender Notice will be uploaded only on the website of the company www.balmerlawrie.com. Interested vendors should regularly visit this website for updation or enquire over telephone with the undersigned.
  - In case of 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 it 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 mutual acceptance, sole jurisdiction of the dispute settlement shall be the Court of Silvassa.
- 2.21 **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.
- 2.22 GST Clause: "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."
- 2.23 Vendor should execute the entire job in such a way the plant operation should not get effect.
- 2.24 Site preparation (beginning) and site cleaning & clearance (at the end of the aforesaid job) like Shifting and re-positioning the material to avoided property damage & any kind of hazards applicable etc. to be arrange by vendor only.



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# Annexure - C

## **HSE Chapter**

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:

### **Questionnaire for HSE Pre-Qualifications of contractors:**

<b>Contactor Details</b>	
Company Name	
Contact Person for HSE	
Mobile Number	
e-Mail Address	

#### **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. Contractor shall provide information that is authentic with documentary evidences as applicable.
- iii. 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 and no compensation will be provided for such termination.
- **iv.** BL shall have right to check Contractors records to verify the authenticity of the documents, during the contract period.

	Question		onse
	Question	Yes	No
1	Do you confirm that you will comply with BL HSE Policy while working in BL premises		
	Have you identified, documented and maintained your Health and Safety risk assessment of your activities?		
3	Have your employees received HSE training appropriate to the task they will undertake?		
4	Do you carry out regular medical examination for your employees?		
	Is your company free from any charges or notices served by the regulatory authorities in relation to HSE in the last 3 years?		
6	Do you have any procedure of reporting HSE Incident and investigation?		



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	Please provide your accident data for the current year and the previous two years  Note: this must include the data of any contractors working for your organization.	Current	Previous Year -1	Previous Year -2	Period Average (Three years average)
1	Number of Fatalities, if any				
2	Number of Environmental Incidents reported to Pollution Control Board				
3	Number of accidents with 2 or more days lost time( LTI)				
4	Man Days Lost				
5	Total Hours Worked				

Name	Position	Date	Signature

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

### 1.0 <u>Housekeeping</u>

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.

### 2.0 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.



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### 3.0 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.

### 4.0 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 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.

### 5.0 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.

#### 6.0 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.



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## 7.0 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.

#### 8.0 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
- 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.

## 9.0 Roof Work/Access

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

#### 10.0 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.

### 11.0 <u>Lifting Operations</u>

#### **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.



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### **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.

#### 12.0 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.

#### 13.0 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.

#### 14.0 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.

#### 15.0 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.



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#### 16.0 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.

#### 17.0 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. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

### 18.0 <u>Environmental Requirements</u>

#### **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 cleanup and disposal costs arising from such spills.

### 19.0 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.



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Annexure – D

#### Scope of Work & Price Schedule

### General work instruction & Procedure for execution of proposed work:

- (1) It may kindly be noted that the quantity mentioned in price schedule are notional only, the payment to the vendor shall be made on the basis of actual quantity/measurement (as the case may be) to complete the said item/head.
- (3) The bidders MUST visit the site and understand the nature of the various jobs in details before quoting price.
- (4) The loading/ unloading of the items/material supplied (brought in) will be arranged by the contractor at their own cost.
- (5) The scope of work is to carry out surface preparation, application of 1 coat Protectomastic XL MIO(Berger make) & 2 Coats of Finish paint Synthetic Enamel Industrial Gr. (IS 2932, Berger make) of the areas mentioned in the Price Schedule.
- (6) All other materials including consumable, brushes, cleaning agents, tools, tackles, MS Tubular Scaffolding, equipment etc in addition to labour required to complete this job will be arranged by the contractor at his own cost (Cost should be included in quoted price).
- (7-a) Paints and painting material shall be stored only in rooms to be provided by contractor for the purpose. All necessary precautions shall be taken to prevent **fire hazard.** A signboard bearing the words **"PAINT STORAGE HIGHLY INFLAMMABLE NO FIRE** "shall be clearly displayed around the area earmarked for the Paint and other materials.
- (7-b) All storage tanks are filled with Mineral Oils so the contractor has to takecare of all the security measures to avoid contamination of these oils due to mixing of paint or any other substance.
- (8) Procedure for execution of proposed work:

#### 8.1 Surface Preparation-

- a. The surface should be first cleaned with high pressure water jet by soft water (if require) and afterwards remove all rust, lose paints, peeled-off paints, grease, oil and any foreign materials on the surface using MS/Copper wire hand brush, scraper, emery paper and wiping with clean cloth.
  - Vendor should also use power tools (like hand grinder, buffing machine) where structure got heavily damaged by corrosion, up to depth of parent metal. Few areas where power tools must be use to remove corrosion like tanker unloading shed, Base oil storage tank (for ST-115, ST-107, ST-120, ST-121), oil transfer pipe line in ST-120 & 121 storage tank, staircase/ladder of all storage tank and in others area.
- b. If at any location the paint has badly peeled off or the surface has got badly corroded then the contractor shall completely remove the paint up to base metal and clean the surface completely as per good painting standards.



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- c. No sharp scratches or cuts shall be made on the surface during cleaning operation.
- d. Ultimately the surface shall be made rough finish before application of primer.
- e. The contractor shall make all necessary arrangement for drawing of water, scaffolding, all material, Tools and tackles etc.

### 8.2 Application of Primer and Finish paint.

- a. Before apply of primer the equipment surface preparation quality shall be ascertained and the contractor shall obtain permission from Engineer in-charge.
- b. Primer coating shall be applied within 6 hours of surface preparation operation. In case it is not painted within 6 hours the surface shall be prepared again.
- c. The paint manufacturer's instructions shall be followed at all times. Particular attention shall be paid to Proper Mixing and thinning.
- d. Each coat of primer/paint should be dry before application of next coat. The drying time shall be as recommended by paint manufacturers only.
- e. Painting shall be applied in uniformly ever coats and shall be free of deep brush marks. Defects such as dripping, runs, waviness etc are not permissible.
- f. Painting shall be carried out in clean and dry weather conditions. Painting shall not be carried out under rain, fog.
- g. The painting shall be carryout as direction by Engineer In-Charge & as per Tender specification.
- h. Color (Golden Brown, sky blue, Smoke gray, Golden Yellow, PO red, Mint Green, Black etc.) and paint type will be different for different location so before apply any paint in any where contractor's supervisor/representative should confirm with BL Engineerin-charge.

### 8.3 Inspection

- a. Inspection will be carried out during the course of this work and the contractor's supervisor at site shall maintain a Daily Progress Record of work done and the permission at each stage such as surface preparation, primer and finish paint application.
- b. Any defect noticed during the various stages of inspection shall be rectified by the contractor to the entire satisfaction of Engineer-in-charge before proceeding further. Irrespective of the inspection, repair and approval at intermediate stages, contractor shall be responsible for making good any defects found during final inspection.
- c. One coat of Protectomastic XL MIO to a DFT of 100 micron and Synthetic Enamel Industrial Gr. (IS 2932) to a DFT of 20 microns/coat, Color code to be follow as per existing/IS standard/ as instructed by BL Engineer-in-charge.



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## Price Schedule

Bidder's company:	Offer No.:	Date:

Repainting of Electric Pole, Pipe Line & its Support Structure, Base oil/Water storage tank.					
SL No.	Job Description	Qty	Unit	Unit Rate	Amount
1	After Removal of dust, grease, dirt, loosely adhering paint with wire brush, scraper, emery paper, cleaning with cloth etc. apply One coat of Protectomastic XL MIO to a DFT of 100 micron and 2 coat of Synthetic Enamel Industrial Gr. (!S 2932) to a DFT of 20 microns by each coat at ground level or at up to 13 mtr high for below mention structure/equipment.				
	(Cost should Including Paint, thinner to consumables manpower and all necessary a		-		
1.01	1/2" Pipe line (Air / water transfer line at ground level/ at up to 10mtr height)	300	Mtr.		
1.02	1" Pipe line (Air / water transfer line at ground level/ at up to 10mtr height)	300	Mtr.		
1.03	2" Pipe line (Air /Water /oil transfer line at ground level/at up to 10mtr height)	500	Mtr.		
1.04	3" Pipeline (Air/ water/ oil/ grease Transfer line at ground level/at up to 10mtr height)	5000	Mtr.		
1.05	4" Pipeline (oil/grease Transfer line at ground level/at up to 6 mtr height)	400	Mtr		
1.06	Electric pole, (height up to 6mtr)	20	Nos.		
1.07	Vertical wall of storage tank (Oil / water)	2300	SqM		
1.08	"Support structure" for over head pipe line (Structure is parallel to Oil Tanker Unloading Shed) Total Approx. length. 24.5m	1	LS		
1.09	"Support structure" for over head pipe line (1400KL tank dike wall to Grease plant Entry) Total Approx. length. 120m	1	LS		
1.10	ISMC 125/100 (Over head pipe support)	200	Mtr.		



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Repainting of Electric Pole, Pipe Line & its Support Structure, Base oil/Water storage tank.					
SL No.	Job Description	Qty	Unit	Unit Rate	Amount
	Letter writing like kettle no, name including letter/number/special character/ logo/indication mark etc. by using of oil paint.	10			
1.11	The above-mentioned job can be at ground level/ above 3-4 mtrs height on storage tank/ pipeline /kettle outer surface or any others required area.		10 Sq	SqM	
1.12	Staircase/Path way of Base oil/ water storage tank including hand rail, gratings, Chq. Pl. including all. (Width of staircase is approx. 0.8m)	280	Mtrs		
1.13	Storage tank top hand railing including toe guard.	350	Mtrs		
1.14	Cone shape of Roof surface of Vertical oil/water storage tank	650	SqM		
1.15	"Oil Tanker Unloading Shed", Whole structure from column concrete base to top purlin including Column, bracing, raft, purlin, gantry, toolbox etc.	1	LS		
1.16	Providing & erecting MS tubular scaffolding & Safety net for painting above 2m height, including transportation, loading unloading, dismantling of the same after completion of painting work.	1	LS		
1.a	Sub total of Service & Supply (Including all)				
1.b	GST as applicable for service @%				
1.c	Total Job value				



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Annexure-E

#### **Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on e-procurement platform at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> and submit their bids online.

The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the eProcurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

#### **Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>
<a href="Digital Certificate authentication">Digital Certificate authentication</a>:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

M/s C1 India Pvt Ltd.

C104, Sector 2 Noida-201301

1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
2. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
3. Mr. CH.Mani Sankar(Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	+91-8939284159
4. Ms. Ujwala Shimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

### Submission of Hard copies.

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial /Unpriced bid. The bidder shall furnish the original DD / Bank Guarantee and other documents either in person or through courier or by post. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD and cancellation of work. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.



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#### **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 as well as our company website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

### **Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.



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<u>ANNEXURE - F</u>

### **CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS**

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

#### The supplier declares herewith:

### Legal compliance

To comply with the laws of the applicable legal system(s)

#### Prohibition of corruption and bribery

To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

#### Respect for the basic human rights of employees

To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;

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

To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;

To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;

To provide fair remuneration and to guarantee the applicable national statutory minimum wage;

To comply with the maximum number of working hours laid down in the applicable laws;

To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions

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#### Prohibition of child labour

To employ no workers under the age of 18;

### Health and safety of employees

To take responsibility for the health and safety of its employees;

To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;

To provide training and ensure that employees are educated in health and safety issues;

To set up or use a reasonable occupational health & safety management system;

#### **Environmental protection**

To act in accordance with the applicable statutory and international standards regarding environmental protection;

To minimize environmental pollution and make continuous improvements in environmental protection;

To set up or use a reasonable environmental management system;

### Supply chain

To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

To comply with the principles of non-discrimination with regard to supplier selection and treatment.