

Limited Tender : 1070LE0134 dtd 21.01.2017

**Please note "Response from Registered Vendors alone will be accepted" for participation in this Limited Tender.**

**In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.**

**Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. "**

Dear Sirs,

Sealed offers are invited for carrying out **Miscellaneous Civil / Housekeeping / Gardening activities on staggered / need basis** in Barrel Plant, Manali, Chennai 600 068. The **Terms & Conditions** and **Bid Form** enclosed herewith.

Completed Bid Form by the bidder in all respect duly sealed and super scribed as **"Tender for carrying out Miscellaneous Civil / Housekeeping / Gardening activities"** shall be forwarded to

**Executive (Purchase)**  
M/s. **Balmer Lawrie & Co. Ltd,**  
(A Govt. of India Enterprise)  
**Industrial Packaging,**  
**32, Sathangadu Village, Manali,**  
**Chennai-600 068.**

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The **last date for submission of bid** for the **above tender** is on or before **31.01.2017 at 3.00PM.**

Details of the tender are also available in our company's website **www.balmerlawrie.com**

Thanking you

Yours faithfully  
for Balmer Lawrie & Co. Ltd.

(T. S. Elangovan)  
Executive (Purchase)

☎-044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

## **TERMS AND CONDITION**

1. The term **"Company (or) BLCL"** wherever mentioned in the tender document refers to **"BALMER LAWRIE & CO. LTD."**
2. The term **"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 duly approved by the company.
3. Period of Contract is From **February 2017 to July 2017.**  
 However, as per tender terms, on mutual agreement with the successful bidder the company shall **extend the contract period / till exhausting the balance order quantity whichever is later.**
4. The bid submitted by the bidder must be kept valid for a minimum period of **60 Days from the date of opening the offer.**
5. **SECURITY DEPOSIT (SD): On award of contract** The successful bidder will be has to submit SD for **Rs.5,000/-** (Rupees **Five Thousand** only) on by Demand Draft form any Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company.
  - a. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
  - b. All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.
  - c. **SD is liable to forfeiture in the event of –**
    - i. Withdrawal of order during validity period of the contract.
    - ii. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
    - iii. Any unilateral revision made by the successful bidder during the validity period of the contract.
6. The rate quoted by the successful bidder to be kept valid throughout the contract period. No increase in rate will be considered. Except for change in statutory levies imposed by Union / State Govt./ Local authorities.
7. The successful bidder shall ensure that the casual labors being deployed by them in the plant should carry out various activities as mentioned in the bid form as per our requirements.
8. Our normal working hours shall be between 9.00AM and 5.30PM. However, change in working hours will be informed accordingly.
9. Payment Terms: **30 Days** from the date of submission of bills.
10. The successful bidder may engage a full time Supervisor to co-ordinate between our officials and the successful bidder's workmen for timely completion of work on day to day basis.
11. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
12. The bids of any contractor may be rejected if a conflict of interest between the contractor and the Company is detected at any stage.
13. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
14. The company would not carry out any negotiations except with such contractors who is / are the lowest quoted contractors originally. As such it would be in the interest of the contractors to quote the lowest possible rate.
15. **Penalty clause:** - Any failure on the part of the successful bidder in executing the contract as per tender terms will be viewed seriously. Further, the company reserves the right to engage any other contractor at the then prevailing rates and the additional cost if any incurred in this process will be recovered from the successful bidder from their pending bills / SD. Also the successful bidder may be debarred from participating in future tenders of the company.
16. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
17. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
18. The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion
19. **Safety:** Our division is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS.
20. **Force Majeure:**-Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, war fires, floods, riots or illegal strikes.
21. **General Obligations regarding workmen engaged by the successful bidder for working inside the factory / office premises.**  
 Workmen will be engaged by the Successful bidder based on the work to be carried out from time to time. The General Obligations of the Successful bidder in this respect are given hereunder. However, the following details / statement of obligations are not exhaustive.
  - a. The successful bidder will ensure that all legal requirement in relation to Contract Labour (R&A) Act 1970, Workmen Compensation Act, ESI Act, Provident Fund & Miscellaneous Provision Act, Bonus Act and other laws as applicable to the Company from time to time are complied with by the Successful bidder.
  - b. The successful bidder will ensure and carryout his job safely. The Successful bidder will be liable to Company for any damage to the properties of the Company by the Successful bidder or his agent /employees while carrying out the job as detailed above and make good the same to the Company through payment as may be by the Company.
  - c. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
  - d. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
  - e. The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that

adequate safety precautions are taken by them while carrying out their work in the factory premises.

- f. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required.
  - g. The Successful bidder will provide the company a list of his workmen who are required to carry out the work within the factory premises against which the Company will be providing them with fate passes. The Successful bidder's workmen will have to furnish the same at the Security check for entry into the premises. The Successful bidder will ensure that workers other than the names registered by them with the company / authorities are not employed.
  - h. The Successful bidder will be responsible for discipline and behavior of their workers. The Successful bidder will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis.
  - i. The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder.
  - j. Statutory Requirement:-The contract shall abide by and comply with the statutory requirement and maintain the records and recover / pay contribution in respect of the casual labours supplied to the company under the Factory Act, Central labour Act, PF Act, FPF Scheme, ESI scheme, Worker Compensation Act and other labour laws as applicable. In all respects, you shall be responsible for employment, welfare, conduct etc., of your employees and shall indemnify our company against any claim, demand or actions at the instances of any of your employees or by any authorities.
  - k. The Successful bidder shall pay his workers their wages, other dues etc. regularly and punctually and within the time limit as stipulated in the CONTRACT LABOUR (R&A) ACT, MINIMUM WAGES ACT and PAYMENT OF WAGES ACT. as notified by **District Collector, Thiruvallur.**
  - l. The successful bidder shall comply with and meet statutory requirements under the Casual Labour (R&A) Act 1970, Minimum Wages Act 1948, EPF & MP Act 1952 and ESI Act 1948 arising out of engaging your labour in our premises.
  - m. The successful bidder shall also ensure to pay his workmen the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus.
  - n. The successful bidder shall confirm and submit the proof of PF & ESI coverage for the persons employed by the successful bidder. While, submitting their monthly bills the successful bidder has to produce the proof of remittance towards PF & ESI for the labour engaged. In case if the successful bidder fails to do so, ESI @ 6.5% and PF @ 25.11% will be deducted from the payments due to the successful bidder.
  - o. If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require such person to be removed from the premises forthwith.
  - p. The Successful bidder will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.
22. **Termination:** Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :
- a. The successful bidder fails to comply with any term of the Contract.
  - b. The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent.
  - c. The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify and rejected or defective work(s) promptly.
  - d. The successful bidder becomes bankrupt or goes into liquidation.
  - e. The successful bidder makes a general assignment for the benefit of creditors.
  - f. A receiver is appointed for any substantial property owned by the successful bidder.
  - g. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder.
  - h. Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith.
- On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.
23. **HSE REQUIREMENTS BY CONTRACTORS**
- a. Housekeeping
  - b. 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.
  - c. Confined Space
  - d. 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.
- e. Tools, Equipment & Machinery
- f. 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  
Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
  - i) Fabricated ladders are prohibited.
  - ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
  - iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
  - iv) Ladders will be lowered and securely stored at the end of each workday.
  - (ii) Ladders shall be maintained free of oil, grease and other slipping hazards
  - (iii) 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.
  - (iv) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.
- i. Lifting Operations
  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.
  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.
- j. 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.
- k. 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.

**l. 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.

**m. Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- 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 Owner.

**n. Hot Works**

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

**o. Trenching Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

**p. Environmental Requirements**

**Waste Management:** The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

**Spills:** The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

**Emissions:** The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.

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

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

**25. ARBITRATION:** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.



<b>BID FORM</b>			
<b>1070LE0134 dt. 21.01.2017 due on 31.01.2017</b>			
Description of Work	Estimated Quantity (A)	Unit Rate Rs. / Man Day (B)	Total Amount Rs. (A x B)
Carrying out Miscellaneous Civil / Housekeeping / Gardening activities as per nature of work detailed below on staggered / need basis.	400 Man Days		
Service Tax		%	
* Total Nett Amount		Rupees	
<p>i. The Rate quoted by bidder shall be in line with the <b>Minimum Wages payable for above Category of Work</b> declared by the Ministry of Labor, Govt. of India, applicable for such Workmen. As on date the <b>minimum wage for above category of work is ₹ 368/-</b>.</p> <p>ii. Bids less than the minimum wage will not be considered for arriving at L1 Status.</p> <p>iii. Escalation in rate will be entertained only to the extent of increase in minimum wages from the present level if any as notified by Ministry of Labor, Govt. of India during the tenure of this contract.</p> <p><b>Nature of jobs:</b></p> <ol style="list-style-type: none"> <li>Cleaning of all open drainage.</li> <li>Cutting &amp; Removal of unwanted Grass/ Shrub / Bush etc. and leading the same away from the spot to an ear marked area.</li> <li>Removal of unwanted miscellaneous materials from scrap yard, barrel stock yard &amp; FCRR shed area and leading the same to an ear marked area.</li> <li>Operating De-watering pump: During rainy season, the accumulated water has to be drained using the Diesel operated dewatering pump.</li> <li>Garden maintenance activities.</li> <li>During the rainy season stagnant water has to be drained out by means of making open drainage with the help of man power and the bidder has to make use of their own tools &amp; tackles.</li> <li>Removal &amp; cleaning of Spilled out paint &amp; screen printing ink from shop floor area.</li> <li>Cleaning of Roof water gutter.</li> <li>Cleaning of Cooling tower tank by removal of sludge, dirt etc.,</li> </ol>			
<ol style="list-style-type: none"> <li>As per tender terms, on mutual agreement with the successful bidder the company shall <b>extend the contract period / till exhausting the balance order quantity whichever is later.</b></li> <li><b>AWARD OF CONTRACT:</b> <ol style="list-style-type: none"> <li>The Lowest [L1] Bid would be arrived on the basis of the <b>*Total Nett Amount</b> as mentioned above.</li> <li>100% order will be placed on the L1 quoted bidder.</li> </ol> </li> </ol>			
P.F. Registration No.		Contact Person	
E.S.I. Registration No.		Telephone / Fax Nos.	
PAN No.		E-Mail ID	
<p>We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.</p> <p style="text-align: right;">Signature of the contractor with Seal &amp; Date</p>			