

Limited Tender : 1070LE138 dt. 24.02.2017

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 providing **Driver for Forklift Operation on daily / need basis** in Barrel Plant, Manali, Chennai-68 as per attached **Terms & Conditions** and **Bid Form** along with this enquiry.

Please note that to participate in this tender, the **Driver** proposed to engage by the contractor **should hold relevant & valid Heavy Vehicle Driving License**. The **Bids submitted by bidders is liable for rejection in absence of the above License and copy of the same must be enclosed for reference.**

In case of clarification, the bidders may contact Mr. **S. Rajasekaran, Executive** (Production), Ph No. **044-2594 6644** during office hours between **10.00AM and 4.00PM**.

Completed tender form by the bidders in all respect duly sealed and super scribed as **“Limited Tender for providing Driver for Forklift Operation”** should reach

Executive (Purchase)
M/s. **Balmer Lawrie & Co. Ltd,**
(A Govt. of India Enterprises)
Industrial Packaging,
32, Sathangadu Village,
Manali, Chennai-68.

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 bids for the above tender is on or before 06.03.2017 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: From **March 2017** to **August 2017**.
4. The **contract shall be extended** on mutual agreement with the successful bidder as per tender terms **till exhausting the balance order quantity / for further period whichever is later**.
5. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
6. The bid submitted by the bidder must be kept valid for a minimum period of **60 Days** from the **date of opening the offer**.
7. 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.
8. **Security Deposit (SD):** Successful bidder will have to submit a SD amount equivalent to **5%** of the **estimated contract value** subject to a **minimum of Rs. 5,000/- (Rupees Five Thousand only)** by Demand Draft / Pay Order in favour of Balmer Lawrie & Co. Ltd., payable at Chennai (or) Bank Guarantee valid for a period of **Seven Months** for an equivalent amount issued by a Nationalized / Scheduled Bank within **15 days** of receipt of our purchase order. **Only, the format given by our company in this is regard to be used for submitting Bank Guarantee.**
 - a. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
 - b. The **SD amount will be forfeited** incase the services of the Successful Bidder is found unsatisfactory and fails to adhere to terms & condition of the tender / contract.
9. 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.
10. Our normal working hours shall be between 9.00AM and 5.30PM. **However, change in working hours / requirement to work on extended hours will be informed accordingly.**
11. Payment Terms: **30 Days** from the date of submission of bills.
12. The successful bidder shall ensure adequate providing Tiffin, Lunch & Dinner on their own to the Fork Lift Driver engaged for operation of the Fork Lift in our plant. Company will not provide above such arrangement during the tenure of the contract.
13. The bids of any contractor may be rejected if a conflict of interest between the contractor and the Company is detected at any stage.
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. 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.
16. **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.
17. 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.
18. 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.
19. The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion
20. **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 carryout 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. Any Statutory Levies / change in Levies imposed by Union [or] State Govt. shall be made applicable during the tenure of this contract.
 - p. 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.
 - q. 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.
21. 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.
 22. **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.
 23. **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.
 24. **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.

BID FORM

1070LE138 dt. 24.02.2017 due on 06.03.2017

SNo.	Description of Work	Estimated Man Hours [A]	Unit Rate Rs. / Man Hour [B]	Total Amount Rs. [A x B]
Providing Driver for Forklift Operation on Daily / Need basis in Barrel Plant, Manali, Chennai-68				
1	Required during Normal Hours [9.00AM to 5.30PM]	1,200		
2	Required during Extended Hours, Sunday & Holiday (From 6.00AM in morning (or) 5.30PM up to 10.00PM in evening)	250		
* Total Cumulative Amount (SNo.1 & 2)			Rs.	
Service Tax			%	

Nature of job & working hours:

1. To operate / maintain **3Ton / 4Ton Capacity "VOLTAS" make Forklift Truck** in Barrel Plant for movement of Steel Sheet in & around Plant Area during working hours as and when required and as instructed.
2. **Driver provided by successful bidder should hold relevant & valid Heavy Vehicle Driving License. The Bids submitted by bidders is liable for rejection in absence of the above License and copy of the same must be enclosed for reference.**
3. Company's **normal working hours shall be between 9.00AM and 5.30PM.** However, depending upon the operational needs, the above requirement may be needed after **5.30PM** and up to **10.00PM** (or) may be **started at 6.00AM** in the morning hours according to convenience / requirement.
4. The successful bidder may have to employ their workmen during **Sundays / Holidays for Shutdown Maintenance** such requirements will be intimated to the contractor in advance.
5. The Driver requirement will be **One Person per day on daily basis.**

1. AWARD OF CONTRACT:

- a. **The lowest rate would be arrived considering the lowest *Total Cumulative Amount as mentioned above.**
 - b. **100% order will be placed on the lowest [L1] quoted bidder.**
2. **The contract shall be extended on mutual agreement with the successful bidder as per tender terms till exhausting the balance order quantity / for further period whichever is later.**

P.F. Registration Number		Contact Person / E-Mail ID	
E.S.I. Registration Number		Telephone / Fax Nos.	
Heavy Vehicle Driving License No.		PAN No.	

We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.

Signature of the contractor with Seal & Date