

LIMITED TENDER

1090LE0050 dt. 04.03.2017

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 Sir,

Sealed offers are invited for providing 10/12 MT CAPACITY HYDRAULIC CRANE on **hire basis** to our plant located at **62 Patnam Post, Thavanampalle Mandal, Araconda Road, Chittoor, Andhra Pradesh.**

The terms and conditions and the Bid Form are provided in page 2 and 4.

Your completed tender form **duly sealed** and super scribed as **“OFFER FOR 10/12 MT CAPACITY HYDRAULIC CRANE ON HIRE BASIS”** should reach

Chief Manager [Mfg]
Balmer Lawrie & Co. Ltd,
(A Govt. Of India Enterprise)
Industrial Packaging,
62, Patnam Village & Post,
Thavanampalle Mandal,
Araconda Road, Chittoor- 517131(A.P).,

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 21.03.2017 at 3.30PM.

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

Thanking you

Yours faithfully,
For BALMER LAWRIE & CO. LTD.

J.S.Antony
Chief Manager [Mfg.]

TERMS AND CONDITIONS

1. The term **"Company (or) BLCL"** wherever mentioned in the tender document refers documents 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. Contract Period: **From April, 2017 to March, 2018.**

However, the contract **as per tender terms with mutual agreement from successful bidder, shall be extended for further period / completing the balance quantity whichever is later.**

4. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
5. The offer must be kept valid for a minimum period of **90 Days from** the date of opening the Offer.
6. **MSM Enterprise:** As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price band of L1+15% and bringing down their price to L1 price in a situation L1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)

Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC& ST entrepreneurs provided they meet the tender requirement and L1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L1 price, this 4% requirement earmarked for Micro & Small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.

The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs has to submit necessary cast certificate issued by State Authorities.

7. **Rental Terms and Conditions**

STATUTORY COMPLIANCE

- i. Labour / workmen employed by the successful bidder for providing Hydraulic Crane services as also day to day operation of the Hydraulic Crane shall be covered by our factory timings. The successful bidder will ensure all statutory payments eg. PF, ESIC, Minimum wages for the workmen employed at our Plant for the operation of the Hydraulic Crane as stipulated in the Contract Labour (R&A) Act, MINIMUM WAGES ACT as notified by District Collector, Govt of AP.
- ii. The successful bidder will be responsible for paying wages to his employees working in our premises and shall agree to cover them under the Provident Fund Scheme, ESIC and other including Contract Labour Regulation Act, rules and regulations enacted by the government from time to time and agree to submit the necessary documents regarding the payment of all dues payable to the Statutory Authorities on this account. The successful bidder or shall be responsible for any workmen's compensation, insurance or any other liability. The successful bidder / his workmen shall observe the Company's security procedure.
- iii. The successful bidder will keep the company fully indemnified from and against all claims, costs, charges to which the company may be subjected and all the expenses to which the company in respect to personal injuries to employees of the bidder arising out of or occasioned during the currency of the contract due to negligence of the successful bidder or any of his employees. This indemnity shall be in addition to and not in lieu of any indemnity to which the company may be entitled by law.
- iv. **Insurance** The successful bidder shall cover their equipment under necessary transit insurance policy for any damage of the equipment during to & fro transit at their own cost and risk. The company will not be responsible for paying any claim by the successful bidder for the above reasons.
- v. The successful bidder shall also take necessary insurance coverage for damage, pilferage, fire, flood etc for their equipment for the period of contract at their own cost and risk. The company will not be responsible for paying any claim by the successful bidder for any reasons whatsoever.
- vi. **Force Majeure Clause-** If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as events) then provided notice of the happening of any such events if given by either party to the other within 21days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract
- vii. nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance under the contract. Decision of the BLCL whether the work has been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

HSE REQUIREMENTS BY CONTRACTORS

- a. Housekeeping
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.
- b. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner.
- c. 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
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:
- Confined spaces are kept identified and marked by a sign near the entrance(s).
- d.
 - Adequate ventilation is provided
 - Adequate emergency provisions are in place
 - Appropriate air monitoring is performed to ensure oxygen is above 20%.
 - Persons are provided with Confined Space training.
 - All necessary equipment and support personnel required to enter a Confined Space is provided.
- e. Tools, Equipment & 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.
- 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:
- Only approved full body harness and two shock-absorbing lanyards are used,
 - Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
 - Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
 - Lifeline systems must be approved by Owner before use.
 - 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.
- Fabricated ladders are prohibited.
 - Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
 - Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
 - Ladders will be lowered and securely stored at the end of each workday.
 - Ladders shall be maintained free of oil, grease and other slipping hazards
 - 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.
 - 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. Flashback 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.
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.
- o. 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, vapours.
8. The rates quoted by the bidder including operator charges to be kept valid till the end of the contract period. During the tenure of the contract period, no rate increase will be considered, except for statutory levies imposed by State / Union Govt. The bidders are requested to quote their best, competitive final rates for the work.

9. **SECURITY DEPOSIT [SD]:** The successful bidder will have to submit SD amount equivalent of 5% of the estimated contract value subject to a minimum of Rs.5,000/- [₹ Five thousand only] by demand Draft payable at Chittoor from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd. [or] Bank Guarantee [BG] valid for period of 15 Months for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.
- The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
 - All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD. SD is liable to forfeiture in the event of –
 - a. Withdrawal of order during validity period of the contract.
 - b. 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.
 - c. Any unilateral revision made by the successful bidder during the validity period of the contract.
10. **Payment Terms:** The rental charges are payable After 15 days from the date of submission of bill. The bills shall be submitted on monthly basis.
11. **Termination Clause:** The contract can be terminated by either party by providing one week notice in advance.
12. All the rates given in the tender should be expressed both in words and figures and where there is a difference between the two, the rate given in words will be treated as authentic.
13. The bids of any bidder may be rejected if a conflict of interest between the successful bidder 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 successful bidder who is / are the lowest quoted successful bidder originally. As such it would be in the interest of the successful bidder to quote the lowest possible rate.
16. **CANCELLATION OF TENDER:** In the event of unsatisfactory performance of developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the Company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at Company's discretion.
17. **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 5,000/- 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.
18. **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.

SIGNATURE OF BIDDER WITH SEAL & DATE

BID FORM

1090LE0050 dt. 04.03.2017 due on 21.03.2017

SNo.	Item Description	Estimated Quantity (A)	Rate Rs. per Trip / Hrs. (B)	Total Value Amount Rs. (AxB)
1.	<p>Providing Suitable HYDRAULIC CRANE of 10~12 MT Capacity on Rental Basis for material handling work to M/s. Balmer Lawrie & Co. Ltd. 62 Patnam Post, Thavanampalle Mandal, Araconda Road, Chittoor-517131, Andhra Pradesh on Trip basis / Need basis.</p> <p>a. The Trip shall consist of a Maximum of Two Hours of Actual Working / Engagement of above Crane at our Plant.</p> <p>b. The quoted rate will be inclusive of Driver Bata, Diesel / Oil etc.</p> <p>c. The crane has to be provided only on Need Basis as and when required by the company.</p>	130 Trips		
2.	For Additional / Extended Working Hour (on Per Hour Basis) apart from the Rental against SNo.(1).	140 Hrs		
Cumulative Total Amount [SNo. 1 & 2] Rs.				
Service Tax if Any %				
*Cumulative Grand Total Amount Rs.				
<p>1. The company as per Tender Terms during the tenure of contract</p> <p>a. However, the contract as per tender terms with mutual agreement from successful bidder, <u>shall be extended for further period / completing the balance quantity whichever is later.</u></p> <p>b. Interchange of order quantity among the items within the awarded estimated order value of the contract shall be made by company.</p> <p>2. Award of Contract:</p> <p>a. The L1 (Lowest) bid status would be arrived on the basis of * Cumulative Total Amount as shown above.</p> <p>b. 100% order will be placed on the lowest bidder on basis of * Cumulative Total Amount.</p> <p>c. In the event of more than one L1 bidder, then the entire quantity would be equally distributed among the L1 bidders.</p> <p>d. The decision of the company is final in retaining more than one supplier.</p>				
Service Tax No.		Contact Person		
PAN		Telephone / Mobile Number		
MSME / SSI / NSIC Reg.		E-Mail ID		
<p>We have quoted our price 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 bidder with Seal & Date</p>				