

BALMER LAWRIE & CO. LTD.,
SBU LEATHER CHEMICALS
32, MANALI, CHENNAI – 68.
(Regd. Office: 21, Netaji Subhas Road, Kolkata – 700 001)

PH: 044 – 2594 6543 / 6500 / 6542

FAX: 044 – 2594 1156 / 2594/5006

Tender Ref: SBULC /LOADING UNLOADING/318/1617

Tender date: 11.03.2017

Due date : 24.03.2017

To

NOTICE INVITING TENDER
FOR LOADING & UNLOADING WORK AT SBULC
ON ANNUAL RATE CONTRACT BASIS

Balmer Lawrie invites **online** tenders from experienced and resourceful Contractors for carrying out Loading & Unloading Work on annual rate contract basis for **One Year (tentatively from May '17 to Apr '18)** at SBU Leather Chemicals, Manali, Chennai-68.

Interested new vendors may seek to register with the unit and subject to such registration being approved, they would be considered for the subsequent tender.

1. Scope of Work:

The scope of work under this tender shall cover various types of loading, unloading and related jobs as briefed in **Annexure-2** and as listed in **Schedule of Quantities- Annexure - A**. The quantities are approximate and estimated for one month. Qnty tolerance of 10% is applicable. Interchange/swap of quantities within the order value including tolerance, is applicable.

2. Prequalification requirement:

Party should have

1. **Service Tax registration,**
2. **PAN No.,**
3. **PF and**
4. **ESI No.**
5. **The contractor should have executed job contracts for a value of not less than Rs. 5 L per order in any chemical industry in any of the last 3 financial years (2013-14 or 2014-15 or 2015-16). Documentary proof like Work Order copy of the awarded contract has to be submitted.**
6. **The tenderer should not have been blacklisted by any PSU/Govt. Department in Tamil Nadu or in any other State (a self-certification is required- Refer Annexure-1). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or order already placed will be cancelled.**

The offer will be rejected in the absence of the above registrations and relevant documents required as per item no. 5 & 6. Relevant certificate copies and Work Order copy for work experience should be submitted as hard copies with self-attestation.

Price-bids of such tenderers, who are determined to have complied with the above eligibility criteria, and duly filled up the tender document, will only be considered.

Signature of the Tenderer:

Date:

Seal:

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified /debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays during work execution, litigation history or financial failures etc.

3. Taxes & Duties:

All taxes, duties, levies etc are extra as applicable. Contractor has to give their rates as per the format in our e-procurement website. **Refer Cl: 13 of Annexure-2.**

4. EARNEST MONEY DEPOSIT

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.15,000/-**(Rupees Fifteen thousand only) towards Earnest Money Deposit.

a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the release of LOI/SO to successful bidder.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

5. Non Conformance:

The tenders not conforming to the above mentioned requirements stated under Cl:2 and Cl:4 are liable to be rejected.

6. Validity of offer:

Tenderers shall keep their offer valid for a period of **60 days** from the due date for submission of tender **(ie. From 24.03.2017)**.

Signature of the Tenderer:

Date:

Seal:

7. Visit to our factory:

The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for the tendered work. **(Contact Person: Mrs T Indhira- 044-25946564/ Mr.S.Nagarajan –044-25946573)**

8. CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** 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., 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 due date of the tender. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

9. Registration with eProcurement 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 <https://balmerlawrie.eproc.in>

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Sivakumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
4. Mr. Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
5. Mr. Ujjal Mitra	ujjal.mitra@c1india.com	+91-8986678058

10. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the bid electronically on eProcurement 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.

11. 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 eProcurement platform and BL website www.balmerlawrie.com. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

12. 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.

13. PRICE BID TO BE UPLOADED ON-LINE ONLY

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS'S PARTICIPATION IN THE TENDER

14. GENERAL

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, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

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

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.

Offers from New Vendors will be considered for vendor development only; Not for finalization of contract against this tender.

15. CONFLICT OF INTEREST:

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage

16. AWARD OF CONTRACT:

The contract will be awarded based on the overall lowest quoted (L1) tenderer of total value of contract based on the estimates provided in the PRICE SCHEDULE, **Annexure-A**.

Signature of the Tenderer:

Date:

Seal:

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

17. DISCLAIMER CLAUSE:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

18. TENDER DOCUMENT (EXCLUDING PRICE BID) SUBMISSION:

Your offline document (excluding price bid) shall comprise the following:

- A **covering note** in your letter head,
- **EMD** for Rs.15,000/- by DD/BG or Exemption certificate as applicable,
- **Annexure-1** duly filled in, signed with seal
- **Annexure-2** duly signed with seal in all the pages
- Relevant self-attested **copies of certificates/ registrations/Work Order Copy** etc as per prequalification requirement.

Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Loading & Unloading Work at SBULC' and should reach the undersigned at our Manali works at the following address on or before **24.03.2017.**

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU-Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946543 / 25946500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for **BALMER LAWRIE & CO LTD**

Arun A
Senior Manager (SCM)

Encl: Annexure-1 (2 pages)
Annexure-2 (9 pages)
Annexure-A (1 page)
EMD Format (1 page)

NOTE: Any queries related to scope of work, the tenderer shall contact Mrs. T Indhira- 044-25946564, Mr. S. Nagarajan- 044-25946573

Signature of the Tenderer:

Date:

Seal:

CHECK LIST AND CONTRACTOR'S DETAILS

CHECK LIST

		Documentary proof enclosed
Whether doing/ already done job contract at BL Or at other Chemical companies	: Yes / No	Work Order
Have you enclosed EMD (If No the offer will be rejected)	: Yes / No	DD/BG
Do you have Service Tax, PF, ESI and PAN No. (if No, the tender is liable for rejection)	: Yes / No	

DETAILS

(1) Prequalification Requirements:

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
Service Tax Registration No.	:	Certificate copy
Work Experience	:	Copy of work order of value not less than Rs. 5 L per order in any of the last 3 fin. years.

(2) Others:

Name of the Company/Firm	:
Name of contact person	:
Phone no.of contact person	:
Address of the Company	:

DECLARATION

I / We have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Company against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I /We hereby declare that, I/We have not been blacklisted / debarred/ Suspended /demoted in any Govt.department/PSU in Tamil Nadu or in any State due to any reason

Signature of the Tenderer:

Date:

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Seal:

Vendor is requested to provide all the data in the table below, as applicable:

1.	Supplier Name	
2.	House No with address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Tel No	
8.	Mob No	
9.	Fax	
10.	Email	
11.	Industry Type*	Domestic / service vendor / MSME* / SSI* / trader / others (specify it)
12.	Whether MSME/NSIC Registered?	
13.	If yes, under Category SC/ST?	
14.	Contact Person	
15.	Inco terms	
16.	Taxes applicable	
17.	CST NO (if applicable)*	
18.	TIN NO (if applicable)*	
19.	Service Tax/ Reg No (if applicable)	
20.	PAN No*	
21.	Excise Registration No*	
22.	Excise range	
23.	Excise Division	
24.	Excise Commissionerate	

*** - relevant registration/certificate copies shall be submitted.**

Signature of the Tenderer:

Date:

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Seal:

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1.0 Rates and Other Entries:

The tenderer should quote for all items in the prescribed format (Annexure-A) **ONLINE** in the e-portal <https://balmerlawrie.eproc.in>. Quantity indicated are approximate per month and taken for rate contract only.

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

2.0 EARNEST MONEY DEPOSIT (EMD)

- (i) The Tenderer shall be required to submit an Earnest Money Deposit as specified in NIT (Bank draft drawn on a Chennai branch of any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd.) along with the tender and the same shall be returned to the unsuccessful tenderers after the selection of the successful tenderer. EMD shall be released after submission of initial security by the successful tenderer.
- (ii) If the successful tenderer is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, his Earnest Money Deposit shall be forfeited.
- (iii) No interest shall be payable against Earnest Money Deposit.

3.0 SCOPE OF WORK:

The broad scope of work involves loading, unloading of goods, shifting of empty/ filled barrels/ carbouys, stacking at closed/open yard and at locations as directed by BL etc as detailed out in Annexure-A. The company (BL) will provide Forklift service wherever required.

a) Loading :

Job involves external cleaning of each barrel/ carbouy with cotton waste, random weighing, tightening of seals/caps, pasting stickers wherever required, and loading of barrels/carbouys/bags on the trucks.

While loading the materials, the contractor has to load the materials batch wise, as directed by BL representative. **Contractor has to ensure that the batch no. allotted for dispatch are only loaded, without any change. The allotted batch may be available as stacked in the storage yard or may be stored/stacked near the draining area or elsewhere in SBULC premises. However, irrespective of the location/stacking, the contractor has to strictly load the batches allotted for the dispatch only.**

If the contractor has loaded the batches deviating BL's instruction, the same has to be unloaded and the allotted/correct batch has to be loaded without any additional charges.

Signature of the Tenderer:

Date:

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Annexure-2

- b) **Unloading:**
Job involves unloading of goods (raw materials/packings/others) and stacking at the designated place as directed by BL.
- c) **Shifting:**
Shifting of chemicals packed in barrels/carbouys/bags (raw materials/finished goods) from one place to the other as directed by BL. While shifting the contractor has to ensure that the goods are stacked in a batch wise ('FIFO'- 'First In First Out') and retrievable manner, so that the stacked batches are available for dispatch without any hassle.
- d) **Stacking and reorganizing** (as per requirement):
Reorganizing the filled/empty barrels/bags and stacking with count as directed by BL
- e) **Washing of packing materials** (as per requirement): Both internally & externally:
1KL containers; 60/120/220 lit capacity carbouys/barrels.

3.1 Storage of Intermediates and finished products.

The raw materials, intermediates and finished Products should be stored/stacked in designated places in an identifiable and retrievable manner as directed by the BL nominated staff in charge.

3.2 Carrying out routine maintenance;

Preventive / Breakdown maintenance has to be carried out by the contractor as and when required, as per the directions of the company.

The equipments and machinery should be cleaned and maintained regularly as directed by BL representative. The contractor should upkeep the working area clean on daily basis.

4.0 Deployment of Personnel:

Requirement & Working hours:

First Shift : 6:00 am to 2.00 pm
General Shift : 9.00 am to 5.30 pm
Second Shift : 2.00 pm to 10:00 pm

Our job requirement per month is given in **Annexure- A**. It is the contractor's responsibility to personally visit the facilities and estimate the manpower required to carry out above referred jobs.

The contractor shall ensure deployment of adequate personnel based on requirement.

One supervisor should be made available in **general shift** for allotment of jobs and co-ordination.

The loading and unloading work would be required in general shift & in shift timings as given above as directed by BL. **In case the above services are required before / after stipulated time/holiday/off days the contractor will be obliged to undertake the same without any additional charges.**

BL will ensure quantity availability for all the jobs. BL will not take any responsibility for any interruption/production loss due to the tendered service. If there is any production loss then the same will be deducted from the contractor's monthly bill.

Signature of the Tenderer:

Date:

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Annexure-2

It is in the scope of the contractor to ensure safe and careful handling of the raw materials, intermediates, packing materials & finished goods to follow better quality practices. Any quality complaints/loss of material/damage etc., arising in the intermediate/packing material/finished good due to rough handling of the materials will be deducted from the contractor's monthly bill.

4.1 HSE Requirement by Contractor:

- All health, safety and environment regulations to be followed.
- Appropriate PPEs such as goggles, mask, helmet & safety shoes shall be provided by the contractor to their workmen.
- **A penalty of Rs. 500/- per day will be imposed if the contractor or his worker is not found to be wearing safety equipments.**
- Members of the Employer's staff and visitors should not be exposed to risks.
- Care should be taken by the contractor and his/her employees to avoid pollution of air, water and soil in the premises.
- Attendance, Punctuality & discipline of the work men will be entirely in the scope of the contractor.
- The successful bidder has to arrange for alternate workforce to meet absenteeism amongst their workmen.
- Supervision of the job would be within the scope of the contractor.
- The Supervisor, who will be present during the operations on daily basis, shall report to the nominated staffs of the Company at the end of the day to obtain details of requirement for the next day and plan accordingly.

5.0 Charges:

Charges for Loading and Unloading work are to be given on per unit basis only as sought in **Annexure- A**. The contractor has to consider the all their additional expenses and give their best offer. Contractor has to substitute required manpower to overcome absenteeism among their workmen. **No extra charges like over time etc. will be paid.**

6.0 RATE

The rate will be inclusive of all costs towards engaging suitable personnel. The rate should be kept firm during the period of contract. The rate quoted should be in line with the Minimum Wages Act notified by Ministry of Labour, Government of India irrespective of piece rate or time rate.

7.0 SUB CONTRACTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the written consent from the company.

Signature of the Tenderer:

Date:

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Seal:

8.0 WORKING HOURS

SBU-LC work in 3 shifts on all working days. However normally operations will be done during working hours **between 6 AM to 10.00 PM.** In case the above services are required before / after stipulated time/holiday/off days the contractor will be obliged to undertake the same without any additional charges.

9.0 HOLIDAY

The Contractor should strictly follow holiday list of SBULC for fixing holidays for his personnel deployed in the Company's premises ie., they shall follow Balmer Lawrie & Co. Ltd (SBULC) list of holidays.

10.0 VOLUME OF WORK

Anticipated volume to be handled is mentioned in PRICE SCHEDULE (**Annexure-A**). This is purely an estimate. No claim shall be entertained in the event the volume of work is substantially different. If the volume of work is less than the estimated volume, due to unforeseen market conditions, the contractor would be assigned to other production related jobs within the Leather Chemicals Division and the contractor should be ready to take up the job. The contractor should also be prepared to increase the manpower in case volumes of business are higher than anticipated without seeking extra cost.

11.0 AWARD OF CONTRACT

The contract will be awarded based on the overall lowest quoted (L1) tenderer of total value of contract based on the estimates provided in the PRICE SCHEDULE, **Annexure-A**.

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

12.0 VALIDITY OF THE CONTRACT

The contract will be awarded on a total value of contract on rate contract basis and the validity will be **for one years from the commencement of contract (Tentatively from May '17- Apr '18)**. However, in the event of contract period getting over and the order value still pending, BL would have the discretion to extend the contract till the completion of the order value.

It may be noted that, in case of new contractor (vendor under development) offering lowest rate (L1), order will be issued initially for 3 months which is subject to renewal for full terms, based on satisfactory performance.

13.0 PAYMENT TERMS

Payment shall be made with 15 days credit from the date of submission of fully certified monthly bills subject to submission of satisfactory proof of remittance (challans) of relevant ESI, PF etc in respect of the personnel deployed by the contractor for the previous to previous month, verified by concerned HR representative and clearance from operations in-charge. The payment will be made on the basis of completed actual quantity. Appropriate tax, as applicable from time to time shall be deducted from the bills as per the Statutory regulations.

Signature of the Tenderer:

Date:

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Seal:

Retention Money:

An amount of 5% from the monthly bill value would be deducted from the contractor as retention money and kept with us to meet any eventuality on account of failure on the part of contractor to meet the contractual requirement. The same will be returned to you after six months from the completion of contract period

Present tax structure:

Presently Service tax applicable: @ 15 % w.e.f. 01.06.2016

Out of the above, 100% will be deducted by BL to pay to Govt directly as per recent notification if the contractor is an individual, HUF or partnership firm.

14.0 SECURITY DEPOSIT BY WAY OF PERFORMANCE GUARANTEE/ CASH DEPOSIT

Successful tenderer shall submit security deposit equivalent to 5% on total contract value (rounded off to the nearest thousand rupees) within 15 days from issue of LOI / WO. SD shall be submitted in the form of a/c payee pay order / demand draft / non revocable BG to cover loss / damage of materials / property during handling at SBU-LC, lack of interest to perform as per job order or failure to perform etc. The format of the Bank Guarantee will be provided by the company. The SD shall be refunded three months from successful completion of the contract.

If SD is not received within 15 days from date of LOI/WO, the amount will be deducted from the contractor's running bills till the required security amount is built.

Forfeiture of SD amount:

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a. Not executing the job after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

15.0 PENALTY DUE TO NON PERFORMANCE / ABSENTISM / NON-ADHERENCE OT SAFETY RULES

In case of not carrying out the work on any day without the consent of BL, will attract penalty clause by which BL will charge **min Rs.1000/- per day** for such days. This amount will be deducted from the bill submitted.

Signature of the Tenderer:

Date:

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Seal:

Annexure-2

Further, in case of successful bidder failing to honour the terms and conditions of contract the company shall be at complete liberty to make alternate arrangements at the bidders "RISKS AND COST" and any additional cost incurred by the Company in this regard shall be fully recovered from the successful bidder's bills. The company shall also be at liberty to recover in full charges incurred due to non-performance from the Contractor.

The tenderer has to strictly adhere to the safety requirement as per **clause 4.0 in Annexure-2**. Penalty of **Rs. 500/- per day** will be imposed if the contractor or his workers are found to be working without safety equipments in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant.

Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor

16.0 ALTERNATIVE ARRANGEMENT

In absence of timely and proper performance by the Contractor, Balmer Lawrie reserves the right to utilize the services of any other Contractor without notice at the risk and cost of the Contractor and to recover charges and expenses in excess of the contractual terms from the Contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

17.0 ESI/PF/OTHER STATUTORY OBLIGATIONS

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Minimum Wages Act (notified by Ministry of Labour, Government of India), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), Factories Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address and date of birth of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Signature of the Tenderer:

Date:

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Seal:

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

The successful bidder / Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and **safety** equipment like goggles, mask etc. and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to **environment** related requirements by his/her employees at our site.

The payment of bill for services rendered presented by the successful bidder/ Contractor shall be processed only on submission of satisfactory proof of remittance (challans) of statutory dues such as ESI, PF etc in respect of the personnel deployed by him in the company's premises.

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorised representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

18.0 FORCE MAJEURE CONDITIONS

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented by reasons of any way, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine, restrictions, strike, lock outs, change in Government policy or acts of Gods (hereinafter referred as events), then provided notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

19.0 LIABILITY

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor.

19.1 Damage Clause:

The bidder would be fully responsible for the damage of any of the materials including raw materials, intermediates; semi-finished goods, finished goods and packing materials etc., during the operations. The total value of the damage will be debited from the contractor's bills.

Signature of the Tenderer:

Date:

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20.0 SAFETY TO COMPANY'S PROPERTY

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor.

21.0 TERMINATION

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

1. The bidder fails to comply with any material/service term of the Contract.
2. The bidder informs BL of its inability to deliver the item/service or any part thereof as directed by BL or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item/service as required by BL
4. The bidder becomes bankrupt or goes into liquidation.
5. The bidder makes a general assignment for the benefit of creditors.
6. A receiver is appointed for any substantial property owned by the bidder.
7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

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

However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

22.0 ADDITION AND ALTERATION OF TERMS AND CONDITIONS

The company reserves the right to add / alter terms and conditions of the tender document including cancellation of the tender at any time without assigning any reason whatsoever.

23.0 ACCEPTANCE OF TENDER

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and/or to negotiate with tenderer(s) in the manner it considers suitable.

24.0 INDEMNITY

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract for over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period.

Signature of the Tenderer:

Date:

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25.0 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.

WE ACCEPT ALL TERMS AND CONDITIONS AS STATED IN THIS TENDER.

DATE :

SIGNATURE OF THE TENDERER :

NAME OF THE TENDERER :

PHONE NO. FOR CONTACT :

EMAIL ID IF ANY, FOR CONTACT :

COMPANY SEAL :

Signature of the Tenderer:

Date:

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Annexure-A**Price schedule for Loading/unloading Contract**

SL NO	DESCRIPTION	UNIT	APPROX QNTY PER MONTH	RATE/UNIT IN Rs.	AMOUNT IN Rs.
1	Loading of Finished Products:			RATE TO BE QUOTED ONLINE ONLY	
a	Liquid products packed in HDPE/MS barrels (Capacity: 35 kg- 235 kg approx)	MT	500		
b	Powder products packing in HDPE/Paper Bags (Capacity: 25 kg approx)	MT	150		
2	Random Weighing				
a	Liquid products packed in HDPE/MS barrels (Capacity- 35 kg- 235 kg approx)	MT	1		
b	Powder products packing in HDPE/Paper Bags (Capacity: 25 kg approx)	MT	1		
3	Excise Sealing:***				
a	Excise Sealing on the barrels/carbouys for export	Nos	50		
b	Excise sealing on pallets	Pallets	100		
4	Shifting/Re-Organising/Stacking of chemicals (Raw materials/products) from one place to other as directed by BL				
a	Liquid products packed in HDPE/MS barrels (Capacity- 35 kg- 235 kg approx)	MT	300		
b	Powder products packing in HDPE/Paper Bags (Capacity: 25 kg approx)	MT	50		
5	Washing of Packing Materials:*** 1 KL container/MS Barrels/HDPE Carbouys	Nos	100		
6	Unloading and Stacking of Raw Materials:				
a	Paraffin Wax packed in HDPE/Gunny/Corrugated Box Capacity: 25 kg/50 kg	MT	120		
b	Empty HDPE carbouys (New/used) (35 lit/60 lit/120 lit/ 125 lit/ 235 lit approx)	Nos	4000		
c	Incoming raw materials/Diesel/Consumables packed in MS barrels/HDPE carbouys/Boxes and bags	MT	50		
A	SUB-TOTAL-I				

Signature of the Tenderer:

Date:

Seal:

SL NO	DESCRIPTION	UNIT	APPROX QNTY PER MONTH	RATE/UNIT IN Rs.	AMOUNT IN Rs.
7	Ammonia Gas Cylinders (Loading & Unloading)	MT	10	RATE TO BE QUOTED ONLINE ONLY	
8	For carrying out any other miscellaneous work but not specifically covered above.	Man day	10		
B	SUB-TOTAL-II				
C	TOTAL BASIC PRICE (A+B)				
D	SERVICE TAX** @15% ON C OR AS APPLICABLE				
E	GRAND TOTAL (C+D+E)				

*****- As per requirement only**

Qty tolerance 10% applicable: Interchange/swap of quantities within the order value including tolerance, is applicable.

******Out of the total service tax, 100% of the tax will be deducted to be paid to Govt Directly as per the recent notification if the contractor is an individual, HUF or partnership firm

Signature of the Tenderer:

Date:

Seal:

Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
 - ii) This Bank Guarantee shall be valid upto
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)
- (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)