

Limited Tender : 1070LE0141 dt. 11.03.2017

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 **Repair & Re-furbishing of Exhaust Chimney** at Barrel Plant, Industrial Packaging, Manali, Chennai – 68 as per enclosed **Terms and conditions, General obligations regarding workmen engaged by the successful bidder for working inside the factory / office premises and Bid Form.**

In case of clarification, the bidders may contact **Mr. Rajasekaran, Executive (Production) Tel. 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 **"Repair & Refurbishing of Exhaust Chimney"** shall be forwarded to

**Executive (Purchase),
M/s. Balmer Lawrie & Co. Ltd.,
(A Govt. of India Enterprise)
Industrial Packaging,
No.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 **16.03.2017 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 CONDITIONS

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. **Job Completion: Within 30 days from the date of receipt of Purchase Order / Site Condition.**
4. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
5. The rate quoted by the contractor 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.
6. The offer must be kept valid for a minimum period of **60 Days** from the date of opening the Offer.
7. Payment Terms: - **30 Days** from the date of submission of bills.
8. You must engage a full time Supervisor to co-ordinate between our officials and your workmen for timely completion of work.
9. **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.
10. The successful bidder should ensure safe handling of the machinery and Work Stations while carrying out the above work
11. Company will not be responsible for your materials it is the responsibility of successful bidder to keep these material in safe custody.
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 contractor 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 contractor. Also the contractor may be debarred from participating in future tenders of the company.
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. **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.
18. **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. 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.
 - b. **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:
 - 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.

c. **Tools, Equipment & Machinery**

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, vapours.

19. 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.

20. 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.

21. **GENERAL OBLIGATIONS FOR WORKMEN ENGAGED BY SUCCESSFUL BIDDER FOR WORKING INSIDE 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.

1. 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 and other laws as applicable to the Company from time to time are complied with by the Successful bidder.
2. 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.
3. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
4. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
5. 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.
6. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Any Statutory Levies / change in Levies imposed by Union [or] State Govt. shall be made applicable during the tenure of this contract.
16. 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.
17. 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.

BID FORM

1070LE0141 dtd 11.03.2017 due on 16.03.2017

Description of Work	Estimated Quantity	Lump Sum Rate. Rs.
Repair & Refurbish of Exhaust Chimney in Barrel Plant as per <u>Nature of Work & Providing Material</u> as detailed below.	1Unit.	
Total Amount (Basic)	Rs.	
Service Tax	%	
<p><u>NATURE OF WORK :</u></p> <ol style="list-style-type: none"> Dismantling the existing Chimney with Blower by cutting employing a suitable method. Cleaning the work site and removal of all debris / waste etc., and dumping the same in the scrap yard. Thorough cleaning of the entire above fabricated structure by suitable method and painting with two coat of Enamel paint. The design & fabrication would be as per the existing structural design of Chimney & Duct. The work has to be carried out neatly and hence, the successful bidders must ensure that they employ skilled personal to carry out the work. <u>SCOPE OF BIDDER:</u> The Rate quoted by the successful bidder shall include supply of all structural steel, steel sheet required for fabrication of blower casing, provide suitable impeller with shaft & bearing for mounting the motor, provide suitable duct / hopper for fixing the blower to the degreasing chamber, flanges required for joining the ducts, accessories, fasteners, machining, fitting and all welding work etc., Providing consumables such as welding electrode, emery sheet, scrubber, brush, tools & tackles cleaning waste, scaffolding, ladder, safety wear etc., required to carry out the above work. <u>SCOPE OF COMPANY:</u> Only MS / GI Sheet (of sheet thickness 1.00mm to 1.25mm) for <u>fabrication of Chimney Duct will be provided by the Company</u> and the successful bidder has to fabricate the Chimney Duct. Power, Water, Civil work etc., will be provided by Company. The height of the chimneys would be around 20 Metre from the floor level and accordingly, the successful bidder has to provide necessary scaffolding for the chimney so as to reach the height and do the painting. All the safety precautions are to be taken by the successful bidders before carrying out the job. Suitable supports have to be provided by the successful bidder for fixing the chimney to the side wall/trusses. The above work preferably needs to be carried out during "Sundays / Holidays" also, incase required. The work to be carried out as instructed by our Officers with any minor changes if any during execution. The successful bidder has to give the bills for material used in the job and the labor cost involved in the job separately for us to avail Service Tax / VAT benefit. <p><u>AWARD OF CONTRACT:</u></p> <ol style="list-style-type: none"> The lowest bid (L1) shall be arrived on basis of Lowest * Nett Amount as above. 100% order will be placed on the Lowest (L1) quoted bidder. 		
P.F. Registration No.		Telephone Nos.
E.S.I. Registration No.		E-Mail ID
PAN (Personal Account No.)		Contact Person
<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 align="right">Signature of the contractor with Seal & Date</p>		