

Limited Tender : 1070LE0142 dt. 15.03.17

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

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

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

Dear Sirs,

Sealed offers are invited for carrying out **Structural Work inclusive of all material** in Barrel Plant, Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068. Please find attached **Terms & Conditions** and **Bid Form** along with this enquiry.

The bidders may visit our plant for better understating on the nature of work before participating in the tender. In case of clarification, the bidders may contact Mr. **S. Rajasekaran**, Executive (Production) Phone - 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 **“Tender for Structural Work”** should be forward to

Executive (Purchase)
M/s. **Balmer Lawrie & Co. Ltd.**,
(A Govt. Of India Enterprises)
Industrial Packaging
32, Sathangadu Village, Manali,
Chennai – 600 068, Tamilnadu

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

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

The **last date for submission of bid** for the above tender is on or before **25.03.2017 @ 3.00PM.**

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. **Validity of Offer:** The validity of the offer shall be **60 days** from due date of opening of tender. In case of successful bidder validity shall be until the work is completed.
4. **Completion of Work:** The entire work shall be completed within **90 Days / Site Condition**.
5. **Payment: 15 days** from the date of **Completion & Certification / Approval Bills**.
6. Quantity indicated is not firm and only an estimated requirement. Also any conditional offers will not be accepted.
7. The tender documents shall form part of the contract and shall be binding during the execution till completion of work.
8. The rate quoted by the successful bidder to be kept valid throughout the tenure of contract. No increase in rate will be considered. Except for change in statutory levies imposed by Union / State Govt./ Local authorities.
9. Successful Bidder must engage a full time Supervisor to co-ordinate between company and successful bidder’s workmen for timely completion of the work.
10. For any poor / defective workmanship, the repair / retrieval cost shall be recovered from the successful bidder.
11. Company will not be responsible for the successful bidder’s equipment / materials. It is the responsibility of the successful bidder to keep these in safe custody.
12. **Statutory Compliance / Discipline of Employee:** The successful bidder will be responsible for the statutory compliance eg. PF, ESI, Workmen compensation / discipline of his employees inside our factory. The contractor will be deemed to be the ultimate employer of his men.
13. **Termination:** Without prejudice to company’s right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :
 - (i) The successful bidder fails to comply with any term of the Contract.
 - (ii) The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent.
 - (iii) The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify any rejected or defective work(s) promptly.
 - (iv) The successful bidder becomes bankrupt or goes into liquidation.
 - (v) The successful bidder makes a general assignment for the benefit of creditors.
 - (vi) A receiver is appointed for any substantial property owned by the successful bidder.
 - (vii) The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder.

Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.
14. The bids of any contractor may be rejected if a conflict of interest between the contractor and the Company is detected at any stage.
15. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
16. 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.
17. **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.**
18. 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.
19. 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.
20. **SAFETY:** Our division is under certification for EMS: 14001 / OHSAS System and hence the **successful bidder is** required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS and **should ensure their safety while working near Work Stations & Machines inside plant and workmen employed by their firm must wear Safety Belt while carrying out job at elevated height.**
21. **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
- c. 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).
 - 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.
- d. Tools, Equipment & Machinery
- e. 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
- 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.
 - 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:
- 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.
 - Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
 - 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.
22. **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 of 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.
23. **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.

PRICE BID FORM

1070LE0142 dtd 15.03.17 due on 25.03.17

Structural Work at Industrial Packaging ,Manali,Chennai

Schedule of Work

SNo	Description of work	Unit	Est.Qty.(A)	Unit Rate Rs.(B)	Amount Rs.(A x B)
	Providing and fabricating trusses, purlins, side cladding runners, sky lights, roof extractors etc., by cutting, welding, unloading, straightening, conveying, assembling by bolts and nuts including subsequent welding, drilling, grinding, bolting wherever required and hoisting in position for structural steel work up to a height of 6/8m level . Painting with one coat of anti-corrosive red oxide primer and two coats of approved make and shade synthetic enamel paint including scaffolding.				
1.	MS Rolled sections for purlins cladding, columns, trusses, tie beams, Plates etc. Painting with one coat of anti-corrosive red oxide primer and two coats of approved make and shade synthetic enamel paint. Including scaffolding, .bolt, nuts & washers.	KG	1000		
2.	Providing and fixing SS anchor bolts and SDST screws with coating and branded as per design, including nuts and washers, at all levels.	KG	10		
3.	Providing and fixing HI-TECH non asbestos, corrugated modern roofing system as per IS14871 :2000 (ISO-9933-1995(E)), including cost and conveyance of all materials, leads, lifts, necessary labour etc.6/8m level including scaffolding ,bolt, nuts & washer.	SM	100		
4.	Providing and fixing GI gutter of 1mm th with zinc coating not less than 275gm/m ² , of size as per drawing (made in 3' wide sheet)with all necessary fittings and with MS flats 50x6 for clamps at every 600 mmc/c with necessary cut outs for down take pipes etc., all as per drawings and as instructed, complete.	RM	12		
* Total Cumulative Value (SNo. 1 to 4) Rs					
Service Tax %					

List of approved makes / brands to be used in the above construction.

1. Anti-Corrosive Paint	HIBUILD/ ASIAN / BERGER
2. Steel	TISCO, SAIL , RASHTRIYA ISPAT NIGAM LTD –VSP, JSW
3. Roofing sheets	HITECH, EVEREST
<p>i. The rate quoted by the successful bidder shall include all material, tools & tackles, brush, cleaning waste, scaffolding, ladder, safety wear etc., required to carry out the above work.</p> <p>ii. Award of Contract: The lowest bid [L1 status] would be arrived on the basis of * Total Cumulative Value [SNo. 1 to 4] as above and 100% order will be awarded to the L1 bidder.</p> <p>iii. The quantities mentioned above are based only on estimation and the payment shall be made for the actual quantity carried out.</p> <p>iv. The estimated quantity mentioned above could be interchanged among the items in the event of any of them exceed the estimated quantity.</p> <p>v. The quantity mentioned above is based on estimation only. However, quantity variation of 10% shall be allowed in overall estimated cost. The bill amount shall be calculated only on the actual quantity of work completed and not on the estimated quantity.</p> <p>vi. Award of Contract: Contract for 100% Job will be placed on the L1 (Lowest) quoted bidder only.</p> <p>vii. Service Tax if any will be extra at actual.</p> <p>viii. The contractor 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>	
P.F. Regn. No.	Contact Person
E.S.I.Regn. No.	Telephone Nos.
Service Tax Regn. No.	Fax Nos.
PAN	E-Mail ID

We have studied the Tender Documents carefully and have quoted our lowest rate. We are agreeable for the Terms and Conditions as mentioned Tender.

Signature of Bidder with Seal & Date