

Ref: **BL/LC/MAN/AMC/LT/201718/0002**

Date : **25.05.2017**

Due Date: 07.06.2017

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

To: All eligible parties

NOTICE INVITING TENDER
AMC FOR DIESEL FORKLIFT

Balmer Lawrie (hereinafter referred to as BL) invites offers from competent and experienced contractors with sound technical and financial capabilities for Providing AMC for diesel Forklift at **SBULC, Manali, Chennai- 68**

1. Scope of Work:

- All minor repairs and preventive maintenance shall be covered under this contract
- Minimum Monthly one visit for preventive maintenance and complete check-up of the truck
- Apart from regular visits, whenever breakdown occurs, the contractor has to at the repairs immediately
- All the material required for the repair work shall be provided by BL

Note: The check list of jobs to be carried out during the monthly preventive maintenance is given in Annexure- A for reference.

2. Prequalification requirement:

Party should have

- 1) **Service Tax registration,**
- 2) **PAN No.,**
- 3) **a) PF registration no and ESI No**

or

b) The contractor should be agreeable to comply with the provisions of Employee's Compensation Act 1923 for the entire period of contract.

The offer will be rejected in the absence of these registrations or if the contractor is not agreeable to comply with the provisions of the Workmen Compensation act as per 3 (b). Relevant certificate copies/acceptance in letter head for item no. 3 (b) should be submitted as hard copies.

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.

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

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- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

3. Taxes & Duties:

The rate to be given in Annexure-A as enclosed. Service Tax@15% or as applicable is extra. Out of the service tax necessary deductions would be carried out to pay to Govt directly as per applicable notification or as applicable.

4. Non Conformance

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

5. Validity of the Contract

The AMC contract shall be valid for a period of one year from the commencement of work (tentatively from July '17 to June '18)

6. Payment terms

- 50% of the payment shall be made with 15 days credit to the contractor after completion of first 6 months.
- Balance 50% of the payment shall be made with 15 days credit after completion of the AMC period i.e., after one year.

Bills are payable subject to submission of satisfactory proof of remittance (challans) of relevant ESI, PF etc in respect of the personnel deployed by the contractor and clearance from operations in-charge

All payments shall be subjected to deduction there from of all dues to the company and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance, if any.

Offers seeking advance payment before completion of job will not be considered

7. Validity of offer

Tenderers shall keep their offer valid for a period of **60 days** from the due date of the tender.

8. Visit to our factory

The tenderer, at the tenderer's own cost/responsibility is advised to visit our unit at Manali 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 AMC work. **(Contact Person: Mr. K Manivarman- 044-25946576, 09445229921)**

9. Rates and Other Entries:

The tenderer should quote for all items in the prescribed format in **Annexure-A**.

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

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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.

10. 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 Balmer Lawrie website www.balmerlawrie.com. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

11. 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., Factory Act, Payment of wages Act, 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), payment of bonus 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.

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 helmets, 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.

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12. PENALTY FOR NON-ADHERENCE TO SAFETY REGULATIONS:

The tenderer has to strictly adhere to the safety requirement as per the above clause. 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

13. WORKING HOURS

SBULC work in 3 shifts on all working days including Sunday except National Holidays. However normally operations will be done during working hours **between 9.00 AM to 5.30 PM.** In case the above work to be carried out before / after stipulated time/off days the contractor will be obliged to undertake the same without any overtime or additional charges.

14. 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.

15. 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.

16. 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.

17. Termination

The contract can be terminated by either party giving three clear months' notice in writing. However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

18. LABOUR LAWS

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (i) Contractor shall not pay less than what is provided under law to laborers engaged
- (ii) by him on Work.

Signature of the Tenderer:

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Seal:

- (iii) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose

19. INSURANCE

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

- (i) Workmen's Compensation and Employees' Liability Insurance:
Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following schemes/Acts, their amendments and subsequent related acts, if any:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act – 1970.

20. 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.

21. 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.

22. 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:

Seal:

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.

24. Conflict of interest

The bids of any tenderers may be rejected if a conflict of interest between the tenderer and the Company is detected at any stage for submission of tender.

25. 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.

It may be noted that the terms not mentioned in the offer shall be considered as per our tender terms and conditions only.

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.

26. EVALUATION OF BIDS:

Price given in **Annexure-A** shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria as per clause 2.0, alone will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate including all items (Net of Service Tax, if any as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to L1 quoted bidder.

27. AWARD OF CONTRACT

The contract will be awarded to the lowest quoted (L1) tenderer (including both the items) based on their rates provided in **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.

Signature of the Tenderer:

Date:

Seal:

28. Tender Document Submission:

Your offer shall comprise the following:

- **Annexure-1** duly filled in, signed with seal
- **Annexure-A** duly filled in, signed with seal
- Relevant **copies of certificates/ registrations etc** as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages as token of acceptance of our terms and conditions

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as “Offer for AMC for Fork Lift” should reach the undersigned at our Manali works at the following address on or before 07.06.2017.

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

Phone : 044 – 25946543/500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for BALMER LAWRIE & CO LTD

Senior Manager (SCM)

**Encl: Annexure-1 (Contractor Details & GST registration details- 3 pages)
Annexure -A: (Price bid form - 1 page)**

Signature of the Tenderer:

Date:

Seal:

TECHNO- COMMERCIAL DETAILS

(1) Prequalification Requirements:

Documents enclosed

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
Service Tax Registration No.	:	Certificate copy

(2) Others:

Name of the Company/Firm	:
Address of the Company	:
Name of contact person	:
Phone no. & Fax No	:
email ID, if any	:

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 PSU/Govt department in Tamil Nadu or in any State due to any reasons.

Signature of the Tenderer:

Date:

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:

Seal:

GST Registration Details

(Vendor shall fill in all the fields.)

Sr No.	DESCRIPTION	VENDOR DETAILS
1	Vendor name	
2	Address	
3	State	
4	GSTIN Registration number	
5	Proof of GSTIN Registration number per state (From GSTN website)	
6	Vendor's GSP name (GST Suvidha Provider's)	
7	Confirmation on IT systems readiness with BALMER LAWRIE interface for GST compliance	

Signature of the Tenderer:

Date:

Seal:

ANNEXURE-A
PRICE BID FOR DIESEL FORKLIFT AMC FOR ONE YEAR

S.NO	DESCRIPTION	UNIT	QNTY IN YEARS	RATE/UNIT IN Rs.	AMOUNT IN Rs.
1.	Providing AMC Services for Diesel operated Fork Lift of Capacity 3 MT- 1 No of make-Godrej	Lumpsum	One		
2.	Providing AMC Services for Diesel operated Fork Lift of Capacity 3 MT- 1 No of make-Voltas	Lumpsum	One		
A	TOTAL				
B	SERVICE TAX**@15% OF A OR AS APPLICABLE				
C	GRAND TOTAL (A+B)				

()- Out Of the service tax necessary deductions would be carried out to pay Govt directly as per applicable notification or as applicable.**

NOTE:

The check list for preventive maintenance during the monthly visit are given below for reference.

1. Check the condition of engine oil, top-up or change if needed
2. Check the condition of oil filter/ diesel filter change if needed
3. Check the condition of engine oil, top-up or change if needed
4. Check the condition of engine cooling system & Radiator, clean if needed
5. Check the condition of clutch system/ pedal play
6. Check the condition of air filter, clean and change if needed
7. Check the level of Brake oil
8. Check the condition of Brake system, adjust if needed
9. Check the condition of charging circuit/Alternator
10. Check the condition of hydraulic oil & top-up if required
11. Check the leakage of hydraulic hoses and diesel hoses
12. Check lift operation and lubricating the cylinders
13. Check the power steering operation and lubricate
14. Check the condition battery water level and connected cables
15. Check the engine / fan belt tension
16. Lubricate steer axle, master assembly, chains, drag links
17. Check the abnormality of self-motor and alternator
18. Check all the switches related to lightings, horn, Reverse alarm, etc.
19. Check the tightness of wheel bolts
20. Wash the forklift with water and air

Contact Person:		Telephone No:	
Email ID:		TIN:	
PAN :		PF No:	
Service Tax No:		ESI No:	

Signature of the Tenderer:

Date:

Seal: