

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

**PH: 044 – 2594 6543 / 6500**

**FAX: 044 – 2594 1156 / 2594 5006**

**Ref: BL/LC/MAN/FRPARC/LT/201718/0050**

**Date : 08.07.2017**

**Due Date: 21.07.2017**

**To**

**NOTICE INVITING TENDER**  
**FOR FRP/HDPE MAINTENANCE WORK**  
**ON ANNUAL RATE CONTRACT BASIS**

Balmer Lawrie invites **online** tenders from experienced and resourceful contractors who fulfill the eligibility criteria for carrying out FRP/HDPE maintenance work on rate contract basis for **one year** or for the total order value, whichever is earlier. This long term rate contract is for carrying out various mechanical maintenance work (preventive/ corrective/ emergency) with FRP/ HDPE tanks/equipments/pipes etc. from time to time at our SBU Leather Chemicals, Manali, Chennai-68.

**Note:** Offers from new contractors, fulfilling the eligibility criteria will also be considered for the tender

**1. Scope of Work:**

The scope of work under this tender shall cover various types of FRP/HDPE related maintenance jobs as listed in Schedule of Quantities- **Annexure - A**. The quantities are approximate and estimated for one year.

**Annexure-A:** Schedule of quantities for FRP/HDPE related Maintenance work. Quantity is indicative only: may be increased by 10% overall or itemwise. Quantities shall be interchanged based on the actual requirement during execution, however limited to the overall value of the contract (Order value including tolerance).

**2. Prequalification requirement:**

Party should have

1. **GST Registration;**
2. **PAN No.,**
3. **PF**
4. **ESI No.**
5. **Work Experience:**

The tenderer should have successfully executed FRP/HDPE maintenance contracts in the last 3 years. Copies of work orders for the orders executed during any of the last three financial years (i.e, 2014-15 or 2015-16 or 2016-17) shall be submitted as hard copy.

6. The tenderer should not have been blacklisted by any PSU/Govt. Department (a self-certification is required). 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.

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Signature of Tenderer :

Date:

Seal:

The offer will be rejected in the absence of the above registrations, work experience, & self-declaration as per item no. 6. Relevant certificate copies 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
- 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:**

All taxes, duties, levies etc are extra as applicable.

#### **Present Tax Structure:**

Presently **CGST@9% + SGST @9%** or **IGST@18%** is applicable for Maintenance work under SAC Code: 998717 or as applicable

The contractor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL.

**The processing of invoice should be as per the GST Act. Any penalties due to the non-adherence will be deducted from the contractor's invoice.**

### **4. EARNEST MONEY DEPOSIT**

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format as enclosed) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.5,000/-**(Rupees Five Thousand only) towards Earnest Money Deposit. DD should be valid for the period at least for 75 days from the due date of tender. The bank guarantee (BG) shall remain in force for 90 days from the due date of the tender and shall be extendable on request made by BL prior to expiry of the BG.

#### **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 PO is released on the 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.

Signature of Tenderer :

Date:

Seal:

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.

**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 Mechanical Maintenance Work

**(Contact Persons: Mr. Manivarman- 9445229921/044-25946576, Mr. James – 09840827616)**

**8. (a) 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 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.. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

**8. (b) PRICE BID SUBMISSION ONLINE:**

Price bid shall be as per Annexure -A which needs to be submitted ONLINE as per following steps:

**Step(1)** Bidders shall download all the 5 pages of Annexure-A (given in 'pdf' format) and take a print out.

**Step(2)** Rates shall be filled in manually on the print out copy of Annexure-A (in highlighted cells).

**Step(3)** Filled in 5 pages shall be duly signed and stamped with company seal.

**Step(4)** All the 5 pages filled in as above, shall be scanned and uploaded in e-portal as softcopy in 'pdf' format and follow the procedure given in e-portal for e-bidding.

Signature of Tenderer :

Date:

Seal:

**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>

**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 our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and our eProcurement platform [www.balmerlawrie.eproc.in](http://www.balmerlawrie.eproc.in). 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 (Refer 8 (b))**

**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.

**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.

**15. DISCLAIMER CLAUSES:**

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.

**16. 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.5,000/- by DD
- **Annexure-1** duly filled in, signed with seal
- **Annexure-2** duly signed with seal in all the pages
- Relevant **copies of certificates/ registrations/Documentary proof for Work experience/Self- Declaration as per clause 2** 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 Annual Rate Contract for FRP Related Mechanical Maintenance at SBULC' and should reach the undersigned at our Manali works at the following address on or before 21.07.2017.**

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@balmerlawire.com

**for BALMER LAWRIE & CO LTD**

**Senior Manager (SCM)**

**Encl: Annexure-1 (Contractor Details)  
Annexure-2 (Terms and Conditions)  
Annexure-3 (Schedule of quantities- estimated for one year)  
BG format for EMD**

*Signature of Tenderer :*

*Date:*

*Seal:*

**CHECK LIST AND CONTRACTOR'S DETAILS**

**(1) EMD:**

Have you enclosed EMD : Yes / No  
(If No the offer will be rejected) **Documents enclosed**  
DD / BG /  
copy of NSIC certificate

Details on EMD :

**(1) Prequalification Requirements :**

PF Registration No. : Certificate copy  
ESI Registration No. : Certificate copy  
PAN No. : PAN card copy  
GST Registration No. : Certificate copy  
Whether doing/ already done jobs : Yes / No  
at BL Or at other companies Work Order 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 Tenderer :

Date:

Seal:

**GST Registration Details**

(Vendor shall fill in all the fields.)

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

*Signature of Tenderer :*

*Date:*

*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 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 authorised 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 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. SCOPE OF WORK/Requirement:**

**a) DEPLOYMENT OF PERSONNEL**

*The contractor shall ensure deployment of adequate personnel based on requirement. The indicative deployment would be **One Fabricator cum Laminator** who will also be the supervisor and **One Helper**.*

*Based on quantum of work as specified by Site-in-charge, contractor should be able to mobilize extra manpower as and when required.*

**b) TOOLS & TACKLES**

- All tools & tackles required for FRP / HDPE related job.

Apart from the above, necessary safety measures like goggles, mask, helmet, gloves, safety shoes etc shall be provided by the contractor to the manpower given.

All electrical equipments to be certified by the BL electrical incharge.

Signature of Tenderer :

Date:

Seal:



Annexure-2

Apart from the above, necessary safety measures like goggles, mask, helmet, gloves, safety belt, safety shoes etc shall be provided by the contractor to the manpower given.

- All health, safety and environment regulations to be followed. Appropriate PPEs such as goggles, mask, helmet, safety belt & safety shoes shall be provided by the contractor to their workmen. 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. Helmet, Full body safety harness with double lanyard and shock absorber to be used while work at height. Safety harness needs to be anchored at all point of time while working at height. Life line can be used for anchoring. Medical Fitness test certificate needs to be submitted for all contract employee. (Blood pressure, Vertigo test must for work at height people)
- None other than skilled workmen are to be employed.
- All the necessary scaffolding, (only MS tubular scaffolding is permitted, Bamboo scaffold will not be allowed) tools and appliances and everything else required for the execution of the work, are to be supplied by the contractor
- The contractor has to get clearance from the maintenance before commencing the job. Daily permit to work needs to be obtained from BL before commencement of job.
- The company (BL) is to supply water and electricity, if required for the work; same has to be used judiciously to avoid wastage of resources
- An ample supply of clean dust sheets to protect the work/ nearby equipments during work progress is to be at hand
- Whenever any worker is engaged work on place (elevation above 1.5 meter) from which he is liable to fall, he shall be provided with safety belts equipped with lifelines which are secured with a minimum of slack, to a fixed structure unless any other effective means such as provision of guard rails or ropes are taken to prevent his falling. Mobile elevated working platform can also be used to access work at height
- The portable tools should be of fiber body, and double insulation.
- **Any violation of safety rules will lead to penalty of Rs. 500/- per day.**
- All rubbish to be cleared from to time as it accumulates, and the premises left clean
- The contractor is to make good at his own expense any damage to the structure, equipments, pipes, fittings or decorations, resulting from his operations.
- In case of any emergency at plant, contract workmen have to assemble at the designated Assembly Point.
- The supervisor, who will be present during the operations on daily basis, shall report to the nominated staffs of the Company at the beginning and end of the day to obtain details of requirement and plan accordingly.
- Attendance, Punctuality & discipline of the work men will be entirely in the scope of the Contractor.

Signature of Tenderer :

Date:

Seal:

**4.0 RATE (Raw Materials supply – by BL scope)**

The rate (excluding raw materials) will be inclusive of all costs towards tools & tackles, personnel safety measures and engaging experienced 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.

**5.0 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.

**6.0 WORKING HOURS**

SBULC work in 3 shifts on all working days except Sunday. 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/off days the contractor will be obliged to undertake the same without any overtime or additional charges.

**7.0 HOLIDAY**

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

**8.0 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. The contractor should also be prepared to increase the manpower in case volumes of business are higher than anticipated.

**9.0 AWARD OF CONTRACT**

The contract will be awarded based on the competitiveness 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.

**10.0 VALIDITY OF THE CONTRACT**

The contract will be awarded on a total value of contract and the validity will be **one year from commencement of work (Tentatively from Aug '17- July '18) or till completion of the total order value, whichever is earlier.** 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 contractors offering lowest rate, order will be issued initially for 3 months, which is subject to renewal for full term, based on performance.**

Signature of Tenderer :

Date:

Seal:

**11.0 PAYMENT TERMS**

Payment shall be made within 15 days from the date of submission of 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 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.

**Present tax structure:**

Presently **CGST@9% + SGST @9%** or **IGST@18%** is applicable for Maintenance work under SAC Code: 998717 or as applicable

The contractor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL.

**The processing of invoice should be as per the GST Act. Any penalties due to the non-adherence will be deducted from the contractor's invoice.**

**12.0 SECURITY DEPOSIT BY WAY OF PERFORMANCE GUARANTEE/ CASH DEPOSIT**

Performance guarantee / Cash Deposit for 5% of the total contract value shall be submitted by the successful bidder in the form of Bank Guarantee 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 will be released on successful completion of 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 until the required SD is accumulated.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded to successful bidder, only on successful completion 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.

*Signature of Tenderer :*

*Date:*

*Seal:*

**13.0 PENALTY DUE TO NON PERFORMANCE / ABSENTISM**

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. Also, for any absenteeism, the contractor needs to provide reliever. In the absence of this, **Rs.500/- per person per shift** will be deducted from the contractor's bill as penalty.

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 bidders' bills. The company shall also be at liberty to recover in full charges incurred due to non-performance from the Contractor.

**14.0 PENALTY FOR NON-ADHERENCE TO SAFETY REGULATIONS:**

The tenderer has to strictly adhere to the safety requirement as per clause 3.0 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.

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

**15.0 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.

**16.0 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. Factories 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 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.

### **17.0 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.

### **18.0 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.

Signature of Tenderer :

Date:

Seal:

**19.0 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.

**20.0 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 service or any part thereof within the stipulated Delivery Period/contract period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item/service within the stipulated Delivery Period/contract period
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.

**21.0 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.

**22.0 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.

**23.0 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 Tenderer :

Date:

Seal:

**24.0 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 Tenderer :*

*Date:*

*Seal:*

**SCHEDULE OF QUANTITIES FOR ANNUAL RATE CONTRACT FOR FRP / HDPE MAINTENANCE WORK**

<b>A</b>	<b>FRP PIPE JOINTS</b>	<b>LAMINATION THICK</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>LABOUR CHARGES FOR FRP JOINTS INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
1	1" Pipe dia	4+1 Layer (Isothalic)	<b>NO</b>	<b>5</b>		
2	1.5" Pipe dia	5+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
3	2" Pipe dia	5+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
4	3" Pipe dia	5+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
5	4" Pipe dia	6+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
6	6" Pipe dia	6+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
7	8" Pipe dia	6+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
8	10" Pipe dia	8+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
9	1" Pipe dia	4+1 Layer (Bis / vinyl)	<b>NO</b>	<b>20</b>		
10	1.5" Pipe dia	5+1 Layer (Bis / vinyl)	<b>NO</b>	<b>250</b>		
11	2" Pipe dia	5+1 Layer (Bis / vinyl)	<b>NO</b>	<b>250</b>		
12	3" Pipe dia	5+1 Layer (Bis / vinyl)	<b>NO</b>	<b>200</b>		
13	4" Pipe dia	6+1 Layer (Bis / vinyl)	<b>NO</b>	<b>50</b>		
14	6" Pipe dia	6+1 Layer (Bis / vinyl)	<b>NO</b>	<b>25</b>		
15	8" Pipe dia	6+1 Layer (Bis / vinyl)	<b>NO</b>	<b>25</b>		
16	10" Pipe dia	8+1 Layer (Bis / vinyl)	<b>NO</b>	<b>10</b>		

**Note: Quantity shown is indicative for one year only. Frp Resins, mat, pipes & fittings will be supplied by BL**

**Signature of Tenderer :**

**Seal:**

**Date:**



<b>B</b>	<b>FRP PIPE PATCH UP ONLY ON FULL CIRCUMFERENTIAL JOINT</b>	<b>LAMINATION THICK</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>LABOUR CHARGES FOR FRP JOINTS ON CIRCUMFERENTIAL OF PIPES INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
1	1" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
2	1.5" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
3	2" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
4	3" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
5	4" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
6	6" Pipe dia	3+1 Layer (Isothalic)	<b>NO</b>	<b>10</b>		
7	1" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>20</b>		
8	1.5" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>50</b>		
9	2" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>50</b>		
10	3" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>50</b>		
11	4" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>25</b>		
12	6" Pipe dia	3+1 Layer (Bis / vinyl)	<b>NO</b>	<b>25</b>		
13	8" Pipe dia	5+1 Layer (Bis / vinyl)	<b>NO</b>	<b>25</b>		
14	10" Pipe dia	5+1 Layer (Bis / vinyl)	<b>NO</b>	<b>10</b>		

**Note: Quantity shown is indicative for one year only.Frp Resins,mat,pipes &fittings will be supplied by BL**

**Signature of Tenderer :**

**Seal:**

**Date:**

<b>C</b>	<b>HDPE JOINTS</b>		<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>LABOUR CHARGES FOR HDPE PIPE WELDING JOINTS USING HEATING MIRROR / WELDING TORCH INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
1	32 MM ( 1" )		<b>JOINT</b>	<b>20</b>		
2	50 MM (1 1/ 2" )		<b>JOINT</b>	<b>250</b>		
3	63 MM ( 2" )		<b>JOINT</b>	<b>200</b>		
4	90 MM ( 3" )		<b>JOINT</b>	<b>150</b>		
5	110 MM ( 4" )		<b>JOINT</b>	<b>50</b>		

**Note: Quantity shown is indicative for 0ne year only.HDPE pipes &fittings will be supplied by BL**

<b>D</b>	<b>HDPE LINEAR WELDING</b>		<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>LABOUR CHARGES FOR HDPE PIPE LINEAR WELDING USING WELDING TORCH ON TANKS,PIPES,INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
1		NO (UP TO 100 MM OF 3 LAYERS ( for 3 layers)	<b>NO</b>	<b>50</b>		

**Note: Quantity shown is indicative for one year only.HDPE pipes &fittings will be supplied by BL**

**Signature of Tenderer :**

**Seal:**

**Date:**

E	FRP LAMINATION		UNIT	QTY	RATE IN Rs.	TOTAL IN Rs.
	<b>LABOUR CHARGES FOR FRP LAMINATION WORK ON SURFACE OF TANKS, VESSELS, HIGHER DIA PIPES INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
1	1 Layer	CSM (ISO)	SQ.M	5		
2	3 Layer	2 CSM + 1 SM ( ISO )	SQ.M	5		
3	4 Layer	3 CSM + 1 SM ( ISO )	SQ.M	25		
4	5 Layer	4 CSM + 1 SM ( ISO )	SQ.M	15		
5	1 Layer	SM ( ISO )	SQ.M	5		
6	1 Layer	CSM ( BIS / VINYL)	SQ.M	5		
7	3 Layer	2 CSM + 1 SM ( BIS / VIN)	SQ.M	5		
8	4 Layer	3 CSM + 1 SM ( BIS/VIN)	SQ.M	25		
9	5 Layer	4 CSM + 1 SM ( BIS/VIN)	SQ.M	15		
10	1 Layer	SM ( BIS / VINYL)	SQ.M	5		

**Note: Quantity shown is indicative for One year only.Frp Resins,mat,will be supplied by BL**

F	FRP/HDPE PIPES DISMANTLING & ERECTION		UNIT	QTY	RATE IN Rs.	TOTAL IN Rs.
	<b>LABOUR CHARGES FOR DISMANTLING &amp; ERECTION OF FABRICATED FRP / HDPE PIPES INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>					
		<b>PIPE DIA IN INCHES</b>				
1		1	RM	20		
2		1.5	RM	300		
3		2	RM	300		
4		3	RM	300		
5		4	RM	75		
6		6	RM	50		
7		8	RM	50		
8		10	RM	25		

**Note: Quantity shown is indicative for one year only.**

**Signature of Tenderer :**

**Seal:**

**Date:**

<b>G</b>	<b>VALVES DISMANTLING &amp; ERECTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>LABOUR CHARGES FOR DISMANTLING &amp; ERECTION OF PP / CS VALVES ( ANY TYPE &amp; ANY METAL) INCLUDING THE COST OF CONSUMABLES AT ALL HEIGHTS AS DIRECTED BY SITE -IN- CHARGE</b>				
	<b>VALVES SIZES IN INCHES</b>				
1	1	<b>NO</b>	<b>30</b>		
2	1.5	<b>NO</b>	<b>75</b>		
3	2	<b>NO</b>	<b>75</b>		
4	3	<b>NO</b>	<b>75</b>		
5	4	<b>NO</b>	<b>25</b>		

**Note: Quantity shown is indicative for one year only.**

<b>H</b>	<b>SUPPLY OF MAN POWER</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE IN Rs.</b>	<b>TOTAL IN Rs.</b>
	<b>SUPPLY OF MANPOWER TO CARRYOUT PETTY WORK NOT ASSESSABLE FOR MEASUREMENT / MINOR REPAIR WORK AS AND WHEN REQUIRED</b>				
1	Frp fabricator/laminator	Per man day	<b>DAY</b>	<b>25</b>	
2	Helpers	Per man day	<b>DAY</b>	<b>50</b>	

**Note: Quantity shown is indicative for One year only.**

**Signature of Tenderer :**

**Seal:**

**Date:**

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 (herein 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)

We, ..... (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)