

PH: 044 – 2594 6543 / 6500

FAX: 044 – 2594 1156 / 2594 5006

Ref: BL/LC/MAN/PAINT/LT/201718/0196

Date: 30.11.2017

Due Date: 15.12.2017

To

**NOTICE INVITING TENDER
FOR PAINTING WORK AT SBU LC**

Balmer Lawrie invites online tenders from experienced and resourceful contractors with sound technical and financial capabilities who fulfill the eligibility criteria for carrying out Painting of Structures & equipments at SBU Leather Chemicals, Manali, Chennai-68.

NOTE: Offers from new vendors/contractors who fulfill the eligibility criteria will also be considered for the tender.

1. Scope of Work:

The scope of work under this tender consists of **cleaning the surfaces of all pipelines, structures & equipments before painting and providing and painting with anti-corrosive paint or epoxy coating to the storage tanks, pipelines, MS structures, equipments, boilers, chimney, etc.**

The details of jobs are mentioned in the schedule of work. The successful tenderer has to provide the manpower, paints as per the tender requirement, suitable thinner, emery sheets, scrapper, waste cloth material, required for cleaning, brushes/spraying machine (wherever as applicable) for painting, etc has instructed by BL representative and the rates have to be quoted accordingly. Only Power and Water will be provided by BL

Annexure -A: Schedule of quantity for painting work. Quantity is indicative only; may be increased by 10 % (Overall or item wise). Quantities are interchangeable within the line items, 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 similar painting works for structures/equipments of value not less than **Rs. 3 L** in a year, during any of the last 3 financial years ending on 31st Mar 2017. Copies of work orders or work completion certificates for the painting work executed as above to be submitted as documentary proof.

6. The tenderer should not have been blacklisted by any PSU/Govt. Department in Tamil Nadu or any other state (a self-certification is required- refer **Annexure-1**). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or order already placed will be cancelled.

Signature of the 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. **Priced offers of those tenderers who qualify the above requirement alone will be considered for evaluation.**

3. Taxes & Duties:

All taxes, duties, levies etc are extra as applicable. Provide only basic rates in our e-procurement portal, as per the price bid format given in **Annexure- A.**

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) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.10,000/-**(Rupees Ten thousand only) towards Earnest Money Deposit.

a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. If the successful bidder 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, successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.
- d. For the unsuccessful bidders, the EMD will be refunded only after the PO is released on the successful bidder
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. 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.
- g. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered item/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.

Signature of the Tenderer:

Date:

Seal:

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 painting work.

(Contact Persons: Mr. James – 09840827616, Mr P Sankar- 04425946553)

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 price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents (**excluding price**) need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender due date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

(b) PRICE BID SUBMISSION ONLINE:

Price bid shall be as per **Annexure –A** which needs to be submitted ONLINE as per the procedure given in e-portal for e-bidding.

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 the eProcurement platform. 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

Signature of the Tenderer:

Date:

Seal:

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.

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

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 contractors/vendor who fulfill the eligibility criteria, will also be considered for the tender.

15. CONFLICT OF INTEREST CLAUSE:

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

16. 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.

17. EVALUATION OF BIDS:

The **on-line closed bids** 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 (Net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to overall L1 quoted bidder.

Signature of the Tenderer:

Date:

Seal:

18. AWARD OF CONTRACT

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

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

19. Tender Document Submission (Excluding Price Bid)

Your offer shall comprise the following:

- **EMD for Rs.10,000/-**
- **Annexure-1** duly filled in, signed with seal
- Relevant **copies of certificates/ registration / work order/ work completion certificates / etc** as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced offer for Painting Work' should reach the undersigned at our Manali works at the following address on or before 15.12.2017.

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

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

for BALMER LAWRIE & CO LTD

Senior Manager (SCM)

**Encl: Annexure-1 (Contractor Details)
Annexure-2 (Terms and Conditions)
Annexure-A (Schedule of quantities- for painting work)
BG Format for EMD**

Signature of the Tenderer:

Date:

Seal:

CHECK LIST AND CONTRACTOR'S DETAILS

(1) EMD:

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

(2) 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 at BL Or at other companies	: Yes / No	Work Order Copy Work Completion certificate
Whether blacklisted in any PSU/ Govt Dept :	: Yes/No	Self-Declaration to be submitted

(3) 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:

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.	If MSME registered, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	PAN no*	
17.	State code (as per GST)	
18.	GSTIN Registration number*	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

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

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 only.

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

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

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

2.0 EARNEST MONEY DEPOSIT (EMD)

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

3. SCOPE OF WORK/Requirement:

The scope of work under this tender consists of **cleaning surfaces of pipelines, structures, equipments and providing and painting with anti-corrosive paint or epoxy coating to the storage tanks, pipelines, MS structures, equipments, boilers, chimney, etc.** The details of jobs are mentioned in the schedule of work. The successful tenderer has to provide the manpower, paints as per the tender requirement, suitable thinner, emery sheets, scrapper, waste cloth material, required for cleaning, brushes/spraying machine (wherever as applicable) for painting, etc has instructed by BL representative and the rates have to be quoted accordingly. Only Power and Water will be provided by BL

- Required manpower and tools & tackles shall be provided by Contractor (successful tenderer)
- None other than skilled workmen are to be employed. A properly qualified foreman has to be posted for constant supervision of the job, while the work is proceeding
- 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 office/ production officer before commencing the job. Daily permit to work needs to be obtained from BL before commencement of job.

Signature of the Tenderer:

Date:

Seal:

- The company (BL) is to supply water and electricity 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

3.1 HSE Requirements for the contract:

All health and safety regulations to be followed. Appropriate PPEs such as goggles, mask, helmet, safety shoes & safety belt shall be provided by the contractor to their workmen. Members of the Employer's staff and visitors should not be exposed to risks. 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)

- Whenever any worker is engaged work on place (elevation above 2 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.
- All lifting tools and tackles should have valid test certificate.
- **Any violation of safety rules will lead to penalty of Rs 500/- per violation.**
- 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

4.0 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 services are required before / after stipulated time/off days the contractor will be obliged to undertake the same without any overtime or additional charges.

5.0 VOLUME OF WORK

Schedule of quantities for painting work is mentioned in PRICE SCHEDULE (**Annexure-A**).

Signature of the Tenderer:

Date:

Seal:

6.0 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.

7.0 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.

8.0 COMPLETION OF JOB

The painting work to be completed within **60 days** from the date of issue of LOI/SO or site clearance, whichever is later.

9.0 COMPENSATION FOR DELAY

- (i) In the case of delay in completion of the job in each phase by reason of contractor's fault, the Contractor shall pay compensation to the Owner @ **0.5%** of contract/executed value of work for every week of delay or part thereof subject to a maximum of **5%** of the total Contract value on completion.
- (ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time

10.0 PAYMENT TERMS

10.01 Payments will be made to the Contractor during the progress of the work on the basis of Running Account Bills raised by the Contractor after completion of each phases of work accompanied with the Measurement Books signed jointly with **30 days credit**, from the certification given by Engineer-In-charge. 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.

10.02 **No Running Bill(s) shall be made and / or certified for a total value of less than Rs.3,00,000/- (Rupees Three lakhs) only.**

Signature of the Tenderer:

Date:

Seal:

- 10.03 All on account payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money 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.
- 10.04 95% of the Running Account bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.
- 10.05 Balance 5% of the payment of gross amounts billed will be withheld as "Retention Money" and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for Defect liability and performance maintenance period, which shall be six months (6) from the date of issue of completion certificate by the Engineer-In-Charge. The retention money deduction of 5% from progress running account bill can also be released on submission of Bank Guarantee of equivalent amount during the progress of work execution.
- 10.06 Payment will be made on the basis of Completed actual Measurements based on IS Standards.

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

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.

11.0 ANTI-PROFITEERING CLAUSE:

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of inputs tax credits be passed on to the customer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price.

12.0 PENALTY DUE TO NON-PERFORMANCE:

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.

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

Signature of the Tenderer:

Date:

Seal:

13.0 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

14.0 COMPLIANCE TO INDUSTRIAL SAFETY:

The vendor should have complied all the relevant safety standards and HSE policy as per the statutory norms. The bidders should have all the necessary valid licenses / permits / certificates as applicable to their industry / pollution board norms. Non-adherence or violation to the above criteria will lead to the cancellation of contract / order and the supplier will be blacklisted

15.0 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 after six months from the date of 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.

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 be 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.

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 term of the Contract.
2. The bidder informs BL of its inability to complete the service or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
3. The bidder fails to complete the service within the stipulated Delivery 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

21.0 SCHEDULE OF RATES AND PAYMENTS

- (i) The price to be paid by Owner to Contractor for the work to be done and for the performance of all the obligations undertaken by Contractor under Contract shall be ascertained by the application of the respective Schedule of Rates (there of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of Contractor under Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under Contract.
- (ii) The prices/rates quoted by Contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over Work to Owner by Contractor.

Signature of the Tenderer:

Date:

Seal:

Contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work and materials required though Contract Document may not fully and precisely furnish them. He shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete the Work.

- (iii) Unless specifically mentioned otherwise in the contract, all payments shall be made against finished items of work only as defined and included in the schedule of rates. However, Engineer-in-charge may grant part payment, in certain cases, against partially completed work at his own discretion after proper checking and measurement of the portion of the work completed by the contractor. All such payment shall be regarded merely as an advance payment against the amounts due to the contractor in terms of the contract and any such payment shall not be regarded as an acceptance of any work paid for.
- (iv) No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, service tax, VAT, Cess, quay or any port dues, Royalties, transport charges, stamp duties or Government or Local Body or Municipal Taxes or Duties, Taxes or Charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. Contractor shall also obtain and pay for all permits, or other privileges necessary to complete work.

22.0 OBSERVANCE OF RULES/ACTS IN FORCE

- (i) The successful tenderer and his man shall abide by all rules/regulations in force at Location and the laws, by-laws and statutes of Government / Semi-Government and other local authorities such as requirements / liability under enactments, Contract Labour Act etc. and the Company shall stand indemnified against by claims on these scores.
- (ii) The Contractor shall conform to the provisions of Acts, rules, orders or notifications of any Governments, Municipal or local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work or the materials to be used there at and generally will comply with the building and other regulations of such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Contractor of any statutes by-laws, rules, regulations, notifications etc
- (iii) The Contractor and sub-contractor(s) of the Contractor shall obtain authority (ies) designated in this behalf under any applicable laws, rule or regulation (including) but not limited to Contract Labour (in so far as applicable) any and all such license(s) consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the work or any part or portion thereof or the storage or supply or any material(s) or otherwise in connection with the performance of the contract and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said license(s) consent(s) regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.
- (iv) The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc., applicable to the workmen employed or whose services are otherwise availed of by the Contractor, whether in connection with the construction work at the site or otherwise. The Owner shall have the right to inspect the records maintained by the contractor, Contractor shall whenever required by the Owner/Owner, produce such

records and as and when the Owner/Owner may call upon the Contractor, ascertain whether or not the requirements of all such laws, regulations, rules etc. coming to light whether as a result of such inspection or otherwise, the Owner shall have the right to require the contractor to effect such compliance within such time, as the Owner may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Owner, then the Owner shall without prejudice to his other rights, be entitled to withhold from the amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

21.0 TAXES, DUTIES, OCTROI & OTHER STATUTORY PAYMENTS

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, cess etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, cess etc. now enforce and hereafter increased, imposed or modified from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by / central or State Government Authority or any administrative sub-division thereof.

22.0 LABOUR LAWS

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

23.0 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.

24.0 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 till the completion of the contract without assigning any reason whatsoever.

25.0 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.

26.0 INDEMNITY

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

Signature of the Tenderer:

Date:

Seal:

27.0 ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

DATE :

SIGNATURE OF THE TENDERER :

NAME OF THE TENDERER :

PHONE NO. FOR CONTACT :

EMAIL ID IF ANY, FOR CONTACT :

COMPANY SEAL :

Signature of the Tenderer:

Date:

Seal:

ANNEXURE-A**SCHEDULE OF QUANTITIES FOR PAINTING OF STRUCTURES & EQUIPMENTS AT SBULC MANALI**

SL No.	DESCRIPTION OF WORK	UNIT	QNTY	RATE IN Rs.	AMOUNT IN Rs.
1	Synthetic enamel paint-				
	Cleaning of surfaces & pipelines and providing & painting with two coat of synthetic enamel paint over 1 coat of primer of approved quality and shade to give an even shade including scraping wherever Lrequired, preparing the surface, all as directed including all materials, labour, scaffoldings, brushes, tools, equipments, etc, (DFT 20-25 Microns/coat)	SQM	750	RATE TO BE QUOTED ONLINE ONLY	
2	Anti Corrosive Hi Build Epoxy coating-				
	Providing and painting Anti corrosive HiBuild Epoxy coating or equivalent, including scaffolding. • Surface thoroughly cleaned free of rust, oil, grease and other contaminants. • Wherever rusted areas one coat of Rust convertor chemical is applied to passivate the surface itself. • One coat of Berger Protectomastic/equivalent self priming high build coating as per manufacturer specification primer is applied to give galvanic protection. (DFT-100 Microns) • Over that Two coats of Anti corrosive Hi (Epilux 155 HB OR Epilux 89 HB) Epoxy coating is applied of approved colour. (DFT-100 MICRONS/EACH COAT)	SQM	3200		
3	Heat Resistant Paint-				
	Scope of Work: Supply and application of Heat Resistant Paint for boilers, Reactors, Pipe lines and Chimneys and at all heights, all as per manufacturer's specifications including the number of coats. The paint shall be able to resist temperatures up to 600 degrees centigrade (DFT-20-25 MICRONS/PER COAT)	SQM	200		
	TOTAL				

Note:

	List of approved makes	
	Anti-corrosive epoxy paint	HiBuild/ Asian / Berger / CIPY (Pune)
	Heat Resistant paint	HiBuild/ Asian / Berger
	Synthetic enamel paint	Asian / Berger / Jenson & Nicholson/ Dulux / Nerolac / ICI
	NOTE -Shade will be decided by BL at the time of execution of work	

- The surfaces are to be cleaned thoroughly before commencement of painting work on all pipelines, structures, equipments etc.,**
- Shade will be decided by BL at the time of execution of work
- Paint manufacturer's data sheet to be submitted for approval
- Recommended DFT to be measured at the time of execution
- Application:** Brush and Airless Spray as directed by BL
- Payment will be made on the basis of Completed actual Measurements based on IS Standards

Signature of the Tenderer:

Date:

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Seal:

ANNEXURE-A

7. Quantity is indicative only; may be increased by 10% over all or item wise. Quantities are interchangeable within the line items, based on the actual requirement during execution, however limited to the overall value of the contract (Order value including tolerance).
8. **Only MS scaffolding to be used for scaffolding work.**
9. **The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 painting work 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 painting work.**

(Contact Persons: Mr. James – 09840827616, , Mr. P Sankar- 044-25946553)

Signature of the Tenderer:

Date:

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Seal:

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

Lawrie & Co. Ltd.

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding anything contained herein:

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

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

Yours faithfully,

..... (Signature of Bank)