

Ref :BL/LC/MAN/CPCVL4/LT/201819/0274

Date :27.12.2018

NOTICE INVITING TENDER
LIMITED TENDER (Under Dual Tendering Mode)

To
All Approved Vendors

Dear Sir,

Sub: Civil work for construction of compound wall for our property located at Jalandhar– reg.

Sealed offers are invited for carrying out civil work as above to SBU Leather Chemicals, at M/s.Balmer Lawrie & Co. Ltd., located at **120-A, Leather Complex, Jalandhar** as per the details below:

– **Refer enclosed tender document.**

The tender is proposed to be conducted in Dual Tendering Mode. Accordingly, the above tender will be simultaneously published in company's e-procurement portal at <https://balmerlawrie.eproc.in>. To participate in the above e-portal, the bidder need to obtain **Login & password** through registration at the above e-portal and must hold a valid **Digital Signature Certificate Class-II Or Class-III** to access the tender and submission of bids electronically.

In case your company has the above facility, you can submit your e-bid as above. Otherwise, the sealed envelope containing the complete bid with all the relevant documents, super scribing "**Offer for civil construction of compound wall at Jalandhar**" shall be submitted at the following address:

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

Tender Submission:

- The tenderers participating in the off-line tender shall send their bids by courier or by post or in person to drop in the Tender Box kept at the above address. However, please note that off-line tender submission is allowed only for a limited period. Hence, it is suggested to get your company registered at our e-portal at the earliest.
- The tenderers participating in the above e-portal should submit the DD towards EMD and supplier data form as per tender to the tender inviting authority at the above address on or before the due date. In case of submission of e-price bid, off-line price bid should not be submitted.
- **The due date for submission of offer** for the above tender is on or before **09.01.2019**

The tender details are also available at our company's website www.balmerlawrie.com.

Thanking you,

Yours faithfully,

for **Balmer Lawrie & Co. Ltd.,**

A.Arun,

Senior Manager (SCM)

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

PH: 044 – 2594 6543 / 6553 / 6500

FAX: 044 – 2594 1156 / 2594 5006

Ref: BL/LC/MAN/CPCVL4/LT/201819/0274

Date : 27.12.2018

Due Date: 09.01.2019

To: All eligible parties

**TENDER
CIVIL – CONSTRUCTION OF COMPOUND WALL AT JALANDHAR**

Balmer Lawrie (hereinafter referred to as BL) invites offers / online offers from competent and experienced contractors with sound technical and financial capabilities for carrying out Civil work for construction of compound wall for our property located at **Jalandhar (Address: 120-A, Leather Complex, Jalandhar)**
Contact Person: Mr.Prabir Kumar Jana – 9888414422)

1. Scope of Work:

The scope of work under this tender consists of providing all materials, equipment, labour, transport, tools and tackles, required services etc. along with all enabling work for civil works as defined in, schedule of work as under and elsewhere in this tender.

Annexure -A: Schedule of quantity. Quantity is indicative only; 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. Taxes & Duties:

All taxes, duties, levies etc are **extra** as applicable. Kindly submit your quotation as per the format given in **Annex-A**.

Present Tax Structure:

Presently CGST@9% + SGST@9% or IGST@18% is applicable for Civil Construction Services at Industrial Buildings/ building used for production activities under SAC Code: 995413 or as applicable.

The vendor 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.

3. Completion of Job

The civil repair work to be completed **within 45 days** from the date issue of Service Order/ LOI or from the date of site clearance, whichever is later.

4. 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.

Signature of the Tenderer:

Date:

Seal:

5. Payment terms

Payment will be made to the Contractor upon completion of job and submission of certified bills with necessary statutory obligations with the Measurement Books signed jointly with **15 days** credit from the certification given by BL representative. 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

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.

All 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.

95% of the bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by BL representative.

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 BL representative. 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.

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

6. PERFORMANCE GUARANTEE & WARRANTY

The Contractor will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to him in writing within the Defect Liability Period provided that such defective parts, components, fittings, accessories etc. are promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

7. Validity of offer

Tenderers shall keep their offer valid for a period of **30 days** from the due date of the tender (ie from 09.01.2019).

8. Visit to our property

The tenderer, at the tenderer's own cost/responsibility is advised to visit our property at **Jalandhar** between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for the tendered civil works. **(Contact Person: Mr. Prabir Kumar Jana -Ph:9888414422/ Mr.P.Sankar -Ph: 044-25946553)**

9. Rates and Other Entries:

The tenderer should quote for all items in the prescribed format (**Annexure-A**). Quantity indicated are approximate.

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

Signature of the Tenderer:

Date:

Seal:

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

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

10. 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. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

11. 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>

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

12. 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.

13. 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 website and eProcurement platform. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

Signature of the Tenderer:

Date:

Seal:

14. 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.

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. PRICE BID SUBMISSION:

In case of parties submitting both e-bid as well as normal offer (hard copy), only the e-bid price will be considered.

17. SUPPLIER DATA FORM:

The supplier data form enclosed as **Annexure-2** shall be filled up in applicable fields and submitted along with your offer.

18. EVALUATION OF BIDS:

Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate (including GST Or 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.

19. AWARD OF CONTRACT

The contract will be awarded to the overall lowest quoted tenderer based on their estimates provided in the PRICE SCHEDULE indicated in **Annexure-A. ie., Order will be placed to the overall L1 quoted tenderer.**

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.

20. Tender Document Submission:

Your offer shall comprise the following:

(A) **In case of online tender participation through our e-portal:**

- **Annexure- 2** duly filled in, signed with seal along with GST registration details
 - **Tender Document along with Annexure-1** (general terms and conditions) duly signed with seal in all the pages as token of acceptance of our terms and conditions
- Or**

(B) **In case of participation but not through e-portal:**

- **Annexure- 2** duly filled in, signed with seal along with GST registration details
- **Tender Document along with Annexure-1** (general terms and conditions) duly signed with seal in all the pages as token of acceptance of our terms and conditions
- **Annexure – A** duly filled in with rates, signed with seal

Signature of the Tenderer:

Date:

Seal:

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as **Offer for Civil work– Construction of Compound Wall for Jalandhar TSC property** “Tender Ref: BL/LC/MAN/CPCVL4/LT/201819/0274” should reach the undersigned at our Manali works at the following address on or before **09.01.2019.**

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

Phone : 044 – 25946563/500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com
valarmathi.m@balmerlawrie.com

for BALMER LAWRIE & CO LTD

Senior Manager (SCM)

Encl: Annexure- 1 (General Terms and Conditions)- 7 pages
Annexure-2 (Contractor Details)- 2 Pages
Annexure -A: Schedule of quantities & Specific Conditions- 3 pages

Signature of the Tenderer:

Date:

Seal:

GENERAL TERMS AND CONDITIONS AS PART OF TENDER DOCUMENT

1. TECHNICAL SPECIFICATIONS

GENERAL

1.01 Schedule of Quantities also termed Bill of Quantities for individual items of work were drawn up in line with the relevant specification of CPWD, IS Code No. MOST, etc. There should normally be no need for drafting any Specifications for Materials, Workmanship, and Method of Measurement etc. CPWD Specifications for Civil Works 1996 Volumes I to VI and Revised CPWD Specifications for Cement Mortar, Cement Concrete and RCC Works 2002 cover in detail the specifications for Materials, Workmanship, Method of measurement etc. Hence reference may be drawn to the relevant CPWD Specifications. In rare cases where it is felt that CPWD Specifications concerned do not cover the full scope of work under any item, reference may be given to IS or any other relevant Specifications. Depending on the nature of work reference may be given to CPWD specifications, IS Specifications, MOST (Ministry of Surface Transport) Specifications or any other specification. There is also a possibility that some distinctive part of the work may have to be carried out as per one specification and another part based on a different specification.

1.02 The items where no specific reference has been made to any Specifications, the following should be adopted in the order of precedence starting from top and in all cases the latest edition with up to date correction slip should be followed.

- CPWD Specifications
- I.R.C guidelines and PWD Road Schedule guidelines (1998-99) and Addenda Corrigenda for 2001-2002 and the latest published edition
- Indian Standard Specifications issued by Bureau of Indian Standards
- MOST (Ministry of Surface Transport) Specifications

In case of doubt, the BL representative's Directives may be sought.

2. SCHEDULE OF RATES

All the items of work mentioned in the Schedule of Rates and covered by the Contract shall be carried out as per the Drawings, Specifications and directions of BL representative and shall include all labour, materials, tools, plants, tackle, testing, if any, with Contractor's testing appliance etc. required to complete the work.

3. EXTRA ITEMS OF WORK

During the course of execution of the work, should the contractor come across items of work which are not covered under the Schedule of Rate or not included therein, the Contractor shall draw the attention of the Owner / BL representative to the same and such items of work shall be treated as extra only with the prior approval of BL representative in writing. Contractor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analysed as follows:

Rate for extra item = Cost of material (a) + cost of labour (b) inclusive of all necessary tools, tackles, equipment, machinery and consumable required to carry out the work + 10% of (a+b) towards profit and overhead.

Signature of the Tenderer:

Date:

Seal:

4. ESI/PF/Other Statutory Obligations

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz., Factory Act, Payment of wages Act, Minimum Wages Act (notified by Ministry of Labour, Government of India), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), payment of bonus Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address and date of birth of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed. The successful bidder / Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and **safety** equipment like helmets, goggles, mask etc. and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to **environment** related requirements by his/her employees at our site.

5. 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

6. Right Of Owner to Terminate the Contract

- (i) If the Contractor being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfill the contract and to give security therefore, is so required by the BL representative .

Or if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued.

Signature of the Tenderer:

Date:

Seal:

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the BL representative first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Contractor there under.

Or if the BL representative shall certify in writing to the Owner that the Contractor -

- a) has abandoned the Contract or
- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the BL representative written notice to proceed or
- c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
- d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the BL representative under these conditions or
- e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or
- f) has to the detriment of good workmanship or in defiance of the BL representative 's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
- g) has failed to comply with the BL representative 's instructions, or

- (ii) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by BL representative and of the value of the Work done to date by the Contractor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.

7. 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.

Signature of the Tenderer:

Date:

Seal:

8. 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.

9. 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.

10. Schedule of Rates & 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 BL representative . The sum so ascertained shall (except 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. 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, BL representative 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.

11. 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

Signature of the Tenderer:

Date:

Seal:

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.

12. 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.

13. 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.

Signature of the Tenderer:

Date:

Seal:

14. 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 laborers engaged by him on Work.
- (iii)
- (iv) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (v) 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.
- (vi) 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.

15. 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.

16. 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.

17. 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 or at our e-portal. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

18. 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.

Signature of the Tenderer:

Date:

Seal:

19. 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.

20. Arbitration

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

21. Conflict of interest

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

22. 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.

Signature of the Tenderer:

Date:

Seal:

Vendor is requested to provide all the data in the table below, as applicable:

1.	Supplier Name	
2.	House No with address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Tel No	
8.	Mob No	
9.	Fax	
10.	Email	
11.	Industry Type*	Domestic / service vendor / MSME* / SSI* / trader / others (specify it)
12.	If MSME registered, provide UAM number*	
13.	If MSME registered, under category SC/ST?	
14.	Contact Person	
15.	Inco terms	
16.	Taxes applicable	
17.	PAN no*	
18.	State code (as per GST)	
19.	GSTIN Registration number*	
20.	Proof of GSTIN Registration number per state (From GSTN website)*	
21.	Vendor's GSP name (GST Suvidha Provider's)	

**** - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.***

Signature of the Tenderer:

Date:

Seal:

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.

Name of the Company/Firm :

Address of the Company :

Name of contact person :

Phone no. & Fax No :

email ID, if any :

Signature of the Tenderer:

Date:

Seal:

**SCHEDULE OF QUANTITIES FOR CIVIL WORK- CONSTRUCTION OF COMPOUND WALL
FOR TSC JALANDHAR**

JALANDHAR COMPOUND WALL BRICK WORK AT BALMER LAWRIE .					
S.No	Description	Unit	Qty	Rate, Rs./unit	AMOUNT , Rs.
1	Earth work Excavation in all types of soils for foundation including dressing of sides and ramming of bottom, lift upto a depth of 1500mm , stacking at a distance disposing off the surplus earth within a lead of 150m as directed by BL representative. complete including dewatering and shoring .	CM	43.0		
2	Dismantling and removing flooring pcc/rcc/Brick work thick 6"/8",including depositing the debris within a lead for disposal all as specified and as directed, with all labour ,tools, materials, etc complete.	CUM	1		
3	Providing and laying plain cement concrete by hacking the existing surface for receiving the PCC, machine mixed and mechanically vibrated, using 20 mm / 40mm and below size, crushed graded granite aggregate as applicable in foundation trenches, plinth, bed blocks, pockets etc, including curing etc as directed by BL representative. 1:2:4 mix (1 cement, 2coarse sand, 4 stone aggregate) with 40mm metal .	CM	3.8		
4	Providing and laying machine mixed, mechanically vibrated Reinforced cement concrete works M25 with minimum cement content 375 Kgs Cement/Cum. of Concrete using 20 mm and below size crushed graded granite aggregate including vibrating, curing for all heights and levels including centering, shuttering, column and matt beam .	CM	11.5		
5	Providing cold twisted <u>HYSD</u> bars of approved make of reputed concern of FE 500 GRADE , for RCC work including straightening, cutting, bending, binding and placing in position all as per structural drawings. The cost of binding wire shall not be paid extra and will be at the contractor's cost.	KG	800		
6	Providing and constructing brick work with locally available best bricks in CM (1:6) 1 cement: 6 coarse sand for walls etc, including scaffolding, raking out of joints, curing complete as per the specifications (excluding the plaster). Thickness for all vertical and horizontal joints shall not exceed 10mm. Rate to be applicable for all shapes and sizes, all length and width, height and level. 230mm thick wall.	CUM	11.8		

Signature of the Tenderer:

Date:

Seal:

JALANDHAR COMPOUND WALL BRICK WORK AT BALMER LAWRIE .				ANNEXURE-A (2 OF 3)	
S.No	Description	Unit	Qty	Rate, Rs./unit	AMOUNT , Rs.
7	Providing and laying cement plaster (sponge finish) of 18mm thick in CM, inside and outside walls etc., including scaffolding, at all heights and levels, curing etc., complete as per the specifications and The rate should include making good chases of etc in cement mortar 1:3 and necessary chicken mesh. Rate to include additional thickness if required to achieve perfect line and level. No extra will be payable on this account. Internal, External Plastring including grooves.corner finishing.	SM	148		
8	supply and painting and then applying & painting walls with plastic emulsion paint matt finish with two coats of approved make, shade and colour over a base coat of appropriate primer of approved make (total 3 coats), over a coat of luppum to give a smooth surface including cost and conveyance of materials like paint to site including lift and labour charges such as preparing the wall, applying luppum, applying primer coat, curing for primer coat, applying paint with matt finish two coats etc., complete for the finished item of work.	SM	148		
9	Structural fabrication and erection of GI gate – supply and fixing, design (as per BL representative), including materials, tools and labour, base plates and wall L clamp fixing	Kg	800		
			TOTAL BASIC, Rs.		
			GST @18%, Rs.		
			GRAND TOTAL, Rs.		
	LIST OF APPROVED MAKES				
1	Cement	L&T, ACC , Ambuja , Birla ,KCP			
2	Construction chemicals	Forsroc/ Apcon / Sika or equivalent			
3	Steel	Tisco, Sail , Rashtriya Ispat Nigam Ltd -VSP			
4	STRUCTURAL STEEL	SAIL,VIZAG,JINDAL			
5	Water proof cement paint	Asian / Berger / Jenson & Nicholson			

NOTE:

Quantity is indicative only; Quantities shall be interchanged based on the actual requirement during execution, however limited to the overall value of the contract.

Signature of the Tenderer:

Date:

Seal:

IMPORTANT NOTES:

1. **A knowledgeable civil engineer shall be posted at site to supervise the day to day construction activities.**
2. An M book shall be maintained at site with daily work progress, in terms of quantities referring to the tender items, is entered.
3. The M book shall form the basis for recording the measurements and billing
4. All necessary safety precautions as required by Balmer Lawrie shall be followed
5. No concreting shall be done without the reinforcement placement being checked and certified by the BL representative.
6. After placement of reinforcement the contractor shall enter the steel measurements in the M book. He shall also take adequate photographs of the entire area to be concreted and inform BL representative for confirming the steel placement is complete.
7. All steel measurement, as placed at site, shall be measured and recorded by the Contractor and cross checked by BL representative.
8. The contractor shall photograph all works, stage wise. Excavation sizes shall be clearly photographed showing the Length, Width and depth. Similar photos are to be taken and shared with BL representative at each stage
9. Only makes of materials as specified in the work order/ tender shall be used.
10. The contractor to provide a Triplicate note book, at site, for site instructions.
11. All materials brought to site shall be photographed clearly showing the make. These photos shall be shared with the BL representative for approval. No material shall be used without prior approval.

Contact Person:		Telephone No:	
Email ID:		Mobile No:	
PAN :		GST Registration No:	
ESI No:			

Signature of the Tenderer:

Date:

Seal: