

LIMITED TENDER 1070LE0229 Dated 06.01.2020

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

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

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

Dear Sir,

Sealed offers are invited for **Repair & Re-work of rejected MS Tight Head / Open Head Barrel & Top & Bottom Lids** in our barrel plant, Industrial Packaging, Manali, Chennai – 600 068 as per enclosed **Terms and conditions, General obligations regarding workmen engaged by the successful bidder for working inside the factory / office premises and Bid Form.**

In case of clarification, the bidders may contact **Mr S. Kannappan, Manager (Mfg) / Mr. Rajasekaran, Executive – (Production) Tel – 044-2594 6644** during office hours between **10.00AM and 4.00PM.**

Completed tender form by the bidders in all respect duly sealed and super scribed as **“Tender for Repair & Re-work of rejected MS Tight Head / Open Head Barrel & Top & Bottom Lids”** should reach

Asst. Manager (Purchase)
M/s. Balmer Lawrie & Co. Ltd.,
(A Govt. Of India Enterprise)
Industrial Packaging, No.32, Sathangadu Village,
Manali, Chennai 600 068, Tamilnadu.

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

The **last date for submission of bid** for the above tender is at **3.00 pm on 22.01.2020**

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

Thanking you

Yours faithfully
for Balmer Lawrie & Co. Ltd.

(RAMESH. S)
Asst. Manager (Purchase)
☎-044-2594 6651 ✉ - sambath.r@balmerlawrie.com

Balmer Lawrie & Co. Ltd. GSTN-3AABCB0984E1Z2

TERMS AND CONDITION

1. The term “**Company (or) BLCL**” wherever mentioned in the tender document refers to “**BALMER LAWRIE & CO. LTD.**”
2. The term “**bidder**” means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. Period of Contract: **From Feb’2020 to June’2020 on Staggered / Need basis.** However, company on mutual agreement with the successful bidder shall **extend the contract period till exhausting the balance order quantity at the same terms and conditions**
4. Quantity mentioned indicative and is subject to change depending upon market conditions.
5. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
6. **The bidding successful bidder shall possess ESI & PF registration at the time of submission of tender and proof of the same has to be enclosed with the tender, failing which their offer will be rejected.**
7. The rate quoted by the successful bidder to be kept valid throughout the contract period. No increase in rate will be considered. Except for change in statutory levies imposed by Union / State Govt./ Local authorities.
8. The offer must be kept valid for a minimum period of **60 Days from** the date of opening the Offer.
9. Your scope of supply would include all necessary consumables such as chemicals, brush, and other Tools & Tackles necessary to do the work. Space, Water, Power etc. will be provided by us.
10. Company will not be responsible for your materials. It is your responsibility to keep these materials in safe custody.
11. The successful bidder must engage a full time Supervisor to co-ordinate between our officials and your workmen for timely completion of work on day to day basis.
12. Payment Terms: **30 Days** from the date of submission of bills. All bills should be submitted on fortnightly basis either in the first week or third week of every month.
13. The successful bidder should ensure safe handling of the barrels. If our barrels are rejected because of the successful bidder's poor/defective/improper workmanship, then the repair / retrieval cost shall be recovered from the successful bidder.
14. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
15. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
16. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible rate.
17. **Penalty clause:-** Any failure on the part of the successful bidder in executing the contract as per tender terms will be viewed seriously. Further, the company reserves the right to engage any other contractor at the then prevailing rates and the additional cost if any incurred in this process will be recovered from the successful bidder. Also the successful bidder may be debarred from participating in future tenders of the company.
18. **Arbitration:-** Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity of the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the “**SCOPE Forum of Conciliation and Arbitration**” and the award made in pursuance thereof shall be binding on the parties. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the agreement subject to the Provisions of the Indian Arbitration Act 1940 and the rules there under and any statutory modifications or re-enactments thereof deemed to apply to the Arbitration proceeding under this clause.
19. Safety: Our division is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS.

GENERAL OBLIGATIONS FOR WORKMEN ENGAGED BY SUCCESSFUL BIDDER FOR WORKING INSIDE FACTORY/OFFICE PREMISES

Workmen will be engaged by the Successful bidder based on the work to be carried out from time to time. The General Obligations of the Successful bidder in this respect are given hereunder. However, the following details / statement of obligations are not exhaustive.

1. The successful bidder will ensure that all legal requirement in relation to Contract Labour (R&A) Act 1970, Workmen Compensation Act, ESI Act, Provident Fund & Miscellaneous Provision Act and other laws as applicable to the Company from time to time are complied with by the Successful bidder.
2. The successful bidder will ensure and carryout his job safely. The Successful bidder will be liable to Company for any damage to the properties of the Company by the Successful bidder or his agent /employees while carrying out the job as detailed above and make good the same to the Company through payment as may be by the Company.
3. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
4. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
5. The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that adequate safety precautions are taken by them while carrying out their work in the factory premises.
6. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required.
7. The Successful bidder will provide the company a list of his workmen who are required to carryout the work within the factory premises against which the Company will be providing them with fate passes. The Successful bidder's workmen will have to furnish the same at the Security check for entry into the premises. The Successful bidder will ensure that workers other than the names registered by them with the company / authorities are not employed.
8. The Successful bidder will be responsible for discipline and behavior of their workers. The Successful bidder will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis.
9. The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder.
10. Statutory Requirement:-The contract shall abide by and comply with the statutory requirement and maintain the records and recover / pay contribution in respect of the casual labours supplied to the company under the Factory Act, Central labour Act, PF Act, FPF Scheme, ESI scheme, Worker Compensation Act and other labour laws as applicable. In all respects, you shall be responsible for employment, welfare, conduct etc., of your employees and shall indemnify our company against any claim, demand or actions at the instances of any of your employees or by any authorities.
11. The Successful bidder shall pay his workers their wages, other dues etc. regularly and punctually and within the time limit as stipulated in the CONTRACT LABOUR (R&A) ACT, MINIMUM WAGES ACT and PAYMENT OF WAGES ACT. as notified by District Collector, Thiruvallur.
12. The successful bidder shall comply with and meet statutory requirements under the Casual Labour (R&A) Act 1970, Minimum Wages Act 1948, EPF & MP Act 1952 and ESI Act 1948 arising out of engaging your labour in our premises.
13. The successful bidder shall also ensure to pay his workmen the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus.
14. The successful bidder shall confirm and submit the proof of PF & ESI coverage for the persons employed by the successful bidder. While, submitting their monthly bills the successful bidder has to produce the proof of remittance towards PF & ESI for the labour engaged. In case if the successful bidder fails to do so, ESI @ 6.5% and PF @ 25.11% will be deducted from the payments due to the successful bidder.
15. Any Statutory Levies / change in Levies imposed by Union [or] State Govt. shall be made applicable during the tenure of this contract.
16. If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require such person to be removed from the premises forthwith.
17. The Successful bidder will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.

BID FORM

1070LE0229 Dated 06.01.2020 due on 22.01.2020

Job Description	Estimated Quantity(A)	Unit Rate Rs. per Barrel (B)	*Total Amount Rs. (A x B)
<p>Repair & Re-work of rejected MS Tight Head / Open Head Barrel in Barrel Plant as per Nature of Work detailed below.</p> <p>Nature of Work:</p> <ol style="list-style-type: none"> De-Stacking, Internal / External Inspection and Segregation type wise as instructed. Removal Screen Printed impressions over the Top/Bottom/Body of the barrel and removing the same by a suitable method. Removal of rust using Emery Sheet / suitable method. Paint touching up work over the cleaned area at Top / Bottom / Body as required. Chime painting over Top / Bottom area. Handling and leading the barrels from the repairing yard near to Paint Booth and loading into paint booth for painting. 	1500 Barrel		
<p>Repair & Re-work of MS Top & Bottom Lids</p> <p>Nature of Work:</p> <ol style="list-style-type: none"> De-Stacking, Internal/External inspection and segregation type wise as instructed. Removal Screen Printed impressions if any over the Top/Bottom of the lids by a suitable method. Removal of rust using Emery Sheet / suitable method. Paint touching up work over the cleaned area at Top / Bottom, as instructed. Handling and leading the top & bottom lids near to Paint booth/Lacquer booth and loading into the conveyor. 	5000 Lids		
Goods & Service Tax		%	
<u>Total Cumulative Value. Rs.</u>			
<p>1. Award of Contract: -</p> <ol style="list-style-type: none"> The lowest bid shall be arrived on basis of *Total Cumulative Value and 100% Contract will be awarded to the lowest quoted [L1] bidder. In the event of more than one L1 bidder, then the entire quantity would be equally distributed among the L1 bidders and The decision of the company is final in retaining more than one supplier. <p>2. The company on mutual agreement with the successful bidder shall extend the contract period till exhausting the balance order quantity at the same terms and conditions.</p> <p>3. The above mentioned nature of job is only broad guidelines. However the bidders are requested to visit the plant on any working day to understand the scope of job.</p>			
P.F. Registration No.		Telephone Nos.	
E.S.I. Registration No.		E-Mail ID	
PAN(Personal Account No.)		Contact Person	
<p>We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and General Obligations for engagement of workmen in your company premises and we confirm to have accepted the same.</p> <p style="text-align: right;">Signature of the successful bidder with Seal & Date</p>			