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**बामर लारी एण्ड कं. लिमिटेड** (भारत सरकार का एक प्रतिष्ठान)

Balmer Lawrie & Co.Ltd. (A Government of India Enterprise)

BY COURIER ONLY

LIMITED TENDER

1090LE0097 dt. 09.01.2020

M/s. All Registered Vendors

चित्तूर प्लान्ट औद्योगिक पैकेंजिग 62, पटनम पोस्ट, पटनम विलेज, तवनमपल्ली मंडल, अरगोण्डा रोड, चित्तर - 517 131 (आं. प्र.)

फोन : 08573-281077.

फैक्स : 08573-281088.

Chittoor Plant-Industrial Packaging 62, Patnam Post Patnam Village, Thavanampalle Mandal, Aragonda Road

Chittoor - 517 131 (A.P.)
Phone : 08573-281077

Fax : 08573-281088 GST No. : 37AABCB0984E1ZU

Dear Sirs,

Sealed offers are invited for carrying out **Housekeeping & Gardening Work** in our Plant located at M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 62, Patnam Post& Village, Thavanampalle Mandal, Chittoor - Araconda Road, Chittoor - 517131, Andhra Pradesh as per <u>enclosed Terms</u> & Conditions, General Obligation and Price Bid Form.

Completed tender form by the bidders in all respect duly sealed and super scribed as "TENDER FOR HOUSE KEEPING & GARDENING WORK "should reach

Chief Manager (Mfg),
Balmer Lawrie & Co. Ltd,
(A Government of India Enterprise)
Industrial Packaging,
62, Patnam Post & Village,
Thavanampalle Mandal, Araconda Road
Chittoor- 517131.

The last date for submission of bids for the above tender is 23.01.2020 at 3.30PM. The last date for submission of bids for the above tender is

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

Thanking you

Yours faithfully

For Balmer Lawrie & Co. Ltd.,



(J.S. Antony)

Chief Manager (Mfg)

PH: 08573-281077/88 Ext: 11

# Balmer Lawrie INDUSTRIAL PACKAGING

पंजीकृत कार्यालय : 21, नेताजी सुभाष रोड, कोलकाता - 700 001. (भारत) Registered Office : 21, Netaji Subhas Road, Kolkata - 700 001. (India) Website : www.balmerlawrie.com

#### TERMS AND CONDITIONS

- 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 February 2020 to November 2020 (For 10 months period)
- 4. The offer shall be submitted in our enquiry format only and any Conditional offers will be discretion of BLCL.
- 5. The rate quoted by the contractor 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.
- 6. The offer must be kept valid for a minimum period of 90 Days from the date of opening the Offer.
- 7. <u>SECURITY DEPOSIT [SD]:</u> The successful bidder will have to submit SD amount equivalent of 5% of the estimated contract value subject to a minimum of Rs.5,000/- ['Five thousand only] by demand Draft payable at Chittoor from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd. [or] Bank Guarantee [BG] valid for period of 15 Months for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.
- The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
- All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.

#### SD is liable to forfeiture in the event of –

- a. Withdrawal of order during validity period of the contract.
- b. If the service of the successful bidder is found to be unsatisfactory, and fails to adhere to our tender terms and conditions, the SD will be forfeited.
- c. Any unilateral revision made by the successful bidder during the validity period of the contract.
- 8. Payment Terms:- 15 Days from the date of submission of bills.
- 9. The successful bidder should ensure safe handling of the machinery and Work Stations while carrying our cleaning work.
- 10. The successful bidder has to ensure safe custody of their material and company will not hold any responsibility of the same.
- 11. The bids of any contractor may be rejected if a conflict of interest between the contractor and the Company is detected at any stage.
- 12. Only Registered vendors are eligible to apply. Bids from non-registered vendors are liable to be rejected. Any non-registered vendor interested in supplying the material/service may register with the company and shall be eligible for participation from the next tender onwards.

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- 13. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
- 14. The company would not carry out any negotiations except with such contractors who is / are the lowest quoted contractors originally. As such it would be in the interest of the contractors to quote the lowest possible rate.
- 15. **Penalty clause:** Any failure on the part of the contractor 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 deduction will be made from the running bill of the contractor and SD will be forfeited. Also the contractor may be debarred from participating in future tenders of the company.
- 16. **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.
- 17. **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.

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# 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 carry out 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, The successful bidder 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.

Page 4 of 6

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- 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 Central Government.
- 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 (If applicable) 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

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THE Art 25, 14% will be deducted

### **BID FORM**

# 1090LE0097 dt. 09.01.2020 due on 23.01.2020

The second secon	
10 Months	
	10 Months  Total Amount Rs.

#### **SCOPE OF JOB:**

The successful bidder must engage a full time Supervisor to co-ordinate between our officials and their workmen for timely completion of work.

- 1. The above job is inclusive of all cleaning material, accessories etc., to the scope of successful bidders.
- 2. The cleaning of the toilets, plant area has to be done one hour prior to the start of the shift operation (in general shift operation 9.00am to 5.30 pm)
- 3. All the collected waste material to be segregated & dumped properly at an earmarked place away from plant and office inside the factory premises.
- 4. Statutory Levy if any levied by State / Union Govt. will be made applicable during tenure of contract.

## **AWARD OF CONTRACT:**

The bidders are required to submit their offer in the above format only and are required to give their <u>rate on Lump Sum monthly basis</u>. Also requested to <u>access the number of persons required for doing the house keeping job on daily basis and give their rate accordingly.</u>

- 1. The lowest bid shall be arrived on basis of \*[Total Amount] as shown above.
- 2. 100% order will be placed on the Lowest (L1) quoted bidder as a single lot as above.
- 3. The company reserves the right as its discretion on the following:
- 4. To enhance the ordered quantity by 3 months.
- 5. To extend the contract for further period of 3Months prior to expiry of contract at the same rate terms and conditions

We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.

#### Signature of the contractor with Seal & Date

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GST No.		Telephone Nos.	the greation may and page fire
E.S.I. Registration No.	1.00	E-Mail ID	
PAN( Personal Account No.)		Contact Person	