

BALMER LAWRIE & CO. LTD
SBU LEATHER CHEMICALS
32, MANALI, CHENNAI 600 068
(Regd office:21 Netaji Subhas Road, Kolkata 700 001)

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TENDER NO: BL/LC/MAN/PALLTN/LT/201920/0266

Dt. 23.1.2020

Due date: 03.2.2020

Sub: Tender document for Palletisation Work and Lashing Work

1. INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi-location and multi technology conglomerate and manufacture of Leather Chemicals forms one of the core businesses of the company. The company invites bids **for carrying out Palletisation Work and Lashing Work** for their Chennai plant from competent, experienced and **existing vendors/contractors** .

New Vendors Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

Palletisation /Lashing work will be carried out at the time of executing export orders. 1 - 2 days prior notice will be given for deployment of workmen for carrying out the job inside the factory.

2. SCOPE OF WORK

2.1 PALLETISATION WORK:

Quantity- **400 Nos.**

Palletisation to be carried out either with wooden or plastic pallets (as given by BL). Size of the pallets shall be 44”X44”. Size mentioned is indicative only.
Cordstrap Polyester strapping of thickness not less than 19 mm to be used for strapping.
19 mm cordstrap buckles - 4 or 5 Nos to be used in each pallet
Film strapping of thickness not less than 90 mm to be used. Film Strapping to wrapped 4 - 5 times as per requirement

2.2 LASHING WORK:

Quantity- Lashing work for 50 Nos approximately .

Lashing to be carried out at the time of stuffing for each 40 feet container 3 Nos or for each 20 feet containers. Hereagain cordstrap polyester strapping 19 mm thickness to be used.

For carrying out lashing work, the contractor should ensure that the workmen are available during stuffing the goods into the container. Timing between 6.00 am – 10.00 pm. However the exact timing will be intimated one day before after organising for container.

2.3 Palletisation of liquid products:

Liquid products will be available as packed in barrels. Per pallet, 4 barrels shall be palletized. Each barrel will be 125kg (net weight).

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2.4 Palletisation of powder products:

Powder products will be available as packed in 25 kg HDPE bags. Per pallet, 20 – 40 bags shall be palletised.

2.5 Others:

Shifting of products packed in barrels/bags to pallets is in the scope of this palletisation contract only.

The barrels needs to be weighed before putting in the pallets

Wherever required, seals insertion needs to be carried out by the palletisation contractor.

Cleaning the barrels/bags as required for the job, affixing labels/stickers (supplied and issued by BL) over the barrels/bags, sealing stretch film, wrapping strapping with clips etc.

The workmen shall report between 6.00 AM – 10.00 p.m. for carrying out palletisation work. However the exact time of reporting will be intimated previous day depending on availability of goods. They should be in a position to carry out the work on Sundays / Holidays as per requirement. No additional charges will be paid.

NOTE: Pallets required for palletisation work alone shall be provided by BL. All other consumable materials like cord strap polyster strapping of thickness 19 mm, 19 mm cordstar buckles, Film strapping of thickness 90 mm etc., which are necessary for palletisation and lashing work, are to be provided by the contractor.

3. The rate should be quoted by the contractors for palletisation work and Lashing work separately which should be inclusive of all consumable materials as above.
4. The contract will be awarded to overall lowest quoted tenderer. i.e., Order will be awarded for both Palletisation work and Lashing work to the overall lowest tenderer.
5. It is in the scope of the contractor to ensure safe and careful handling of the finished goods (bags & barrels) to follow better quality practices. Any damage arising in the packed finished goods (bags & barrels) due to rough handling of the materials while palletising will be deducted from the contractor's monthly bill.
6. -All health, safety and environment regulations to be followed. Appropriate PPEs such as goggles, mask, helmet & safety shoes shall be provided by the contractor to their workmen. **A penalty of Rs. 500/- per day will be imposed if the contractor or his worker is not found to be wearing safety equipments. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant.** Members of the Employer's staff and visitors should not be exposed to risks. Care should be taken by the contractor and his/her employees to avoid pollution of air, water and soil in the premises.

-Attendance, Punctuality & discipline of the work men will be entirely in the scope of The contractor.

-Supervision of the work is within the contractor's scope.

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7. **CONTRACT PERIOD**

Till the completion of order quantity

8. **PRICE**

Rate shall be excluding of taxes as per price bid format enclosed as **Annexure-A**.

The contractor has to mention the applicable SAC code for Palletsation Work and Lashing Work and relevant GST rates.

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

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.

9. **AWARD OF CONTRACT**

The contract will be awarded to overall lowest quoted tenderer If required, the Company would carry out negotiation with tenderers and it would be in the interest of the tenderers to give their most competitive rates

10. **PAYMENT**

Payment shall be made with 30 days credit from the date of submission of monthly bills

11. **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.

12. **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 palletisation work.

(Contact Persons: Mrs. T. Indhira – 09444472137/044-25946564, Mr. S. Nagarajan-09840348612/044-25946573)

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13. OTHER STATUTORY OBLIGATIONS

The successful bidder on award of contract shall ensure compliance with required statutory provisions for the workmen entering factory premises to carry out palletisation work. Deployed personnel will be allowed inside the factory to carry out the palletisation / lashing work only **either against ESI/PF Provision or against Workmen Compensation through Insurance policy .**

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.

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 against ESI/PF provision.

14. 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.

15. 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.

16. 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.

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17. TERMINATION

The contract can be terminated by either party giving three clear months notice in writing. However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

18. 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.

19. VALIDITY OF OFFER

Your offer should be valid for acceptance up to 30 days from the due date of this tender.

20. 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.

Offers from New Vendors will also be considered for the tender.

21. 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.

22. 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

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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.

23. 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.

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'TENDER FOR PALLESTISATIONA ND LASHING WORK ' should reach the undersigned at our Manali works at the following address on or before 3.2.2020

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

Phone : 044 – 25946564
Fax : 044 – 25941156
email : indhira.t@balmerlawrie.com

for **BALMER LAWRIE & CO LTD**

T.INDHIRA
Senior Manager (C)

24. 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:

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ANNEXURE A – PRICE BID

Description	Qty - Nos	Unit Rate	Amount
Palletisation Work	400		
Lashing Work	50		
Total			
CGST % -			
SGST % -			
Grand Total			
SAC Code			

VENDORS TO SPECIFY REGISTRATION: REGISTERED / UNREGISTERED

IF REGISTERED

GST NO:

ESI NO:

PF NO:

IF UNREGISTERED and If ESI / PF Nos not available under workmen, Insurance policy to be taken while carrying out the work.

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