

BALMER LAWRIE & CO. LTD.,
Associate Services
City Office, Teynampet, Chennai- 68.
(Regd. Office: 21, Netaji Subhas Road, Kolkata – 700 001)

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Ref: BL/AS/MAN/COGH/LT/202021/0009

Date : 21.12.2020

Due Date: 25.12.2020

To: All eligible parties

NOTICE INVITING TENDER
FOR PAINTING WORK OF GUEST HOUSE AT BALMER LAWRIE CITY OFFICE, TEYNAMPET,
CHENNAI-600018.

Balmer Lawrie (hereinafter referred to as BL) invites Single Bid Tender for painting work of guest house at Balmer Lawrie City Office, Teynampet, Chennai-600018, from competent and experienced contractors with sound technical and financial capabilities for carrying out work relating work as per BOQ .The Tender Document can be downloaded from www.balmerlawrie.com.

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 painting work as defined in, schedule of work as under and elsewhere in this tender. Only Water and power required for the work will be provided by Balmer Lawrie.

2. Prequalification requirement:

The Contractor should have

- 1) GST Registration
- 2) ESI and PF Regn
- 3) PAN No.,
- 4) Minimum 3 years' experience in doing similar jobs. The Proof of Experience / Satisfactory Service Certificate/Letter from Previous/Existing Clients has to be submitted along with the Technical bid.
- 5) **Site Visit:** Vendor should submit the offer only after visiting our site for understanding the technical requirement clearly as per site condition. Site visit form (enclosed as Annexure-3) duly signed by both vendor's representative and BL representative on visit should be submitted.

3. Taxes & Duties:

All taxes, duties, levies etc are **extra** as applicable.

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.

4. Non Conformance

The tenders not conforming to the above mentioned requirements stated under above **Cl:2** is liable to be rejected

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5. Completion of Job

The work to be completed **within 10 days** from the date issue of Service Order/ LOI or from the date of site clearance, whichever is later.

6. 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.

7. 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 **10 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

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 Engineer-in-Charge.

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.

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

8. 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

9. Validity of offer

Tenderers shall keep their offer valid for a period of **30 days** from the due date of the tender

10. Visit to our City Office

The tenderer, at the tenderer's own cost/responsibility is advised to visit our unit at 628, Anna Salai, Teynampet, Chennai - 600018 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. P Sankar-044-2594 6553/ Ms. Pradnya Naik – 044-24303555/557)**

11. Rates and Other Entries:

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

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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.

12. 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 Specifications and directions of Engineer-In-Charge and shall include all labour, materials, tools, plants, tackle, testing, if any, with Contractor's testing appliance etc. required to complete the work.

13. 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 / Engineer-In-Charge to the same and such items of work shall be treated as extra only with the prior approval of Engineer-In-Charge 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.

14. 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

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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.

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.

15. PENALTY FOR NON-ADHERENCE TO SAFETY REGULATIONS:

The tenderer has to strictly adhere to the safety requirement as per the above clause. 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. 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.

Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor

16. 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

17. 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 Engineer-In-Charge.

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

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 Engineer-In-Charge 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 Engineer-In-Charge 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 Engineer-In-Charge 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

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- 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 Engineer-In-Charge 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 Engineer-In-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
 - g) has failed to comply with the Engineer-In-Charge'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 Engineer-In-Charge 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.

18. 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.

19. 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.

20. 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.

21. 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 Engineer-In-Charge. 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

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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, 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. 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

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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.

23. 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.

24. 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.

25. 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
- (iii) by him on Work.
- (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.

26. 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

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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.

27. HSE REQUIREMENTS BY CONTRACTORS

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
- e) The portable tools should be of fibre body and double insulated.
- f) All lifting tools and tackles should have valid test certificate.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. Balmer Lawrie & Co Ltd Associate Service

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Medical fitness certificate needs to be submitted for all contract employee (Blood pressure, Vertigo test must for work at height people)

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a. Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings. Helmet, full body safety harness with double lanyard and shock absorber to be used while at height.

b. Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- (i) Only approved full body harness and two shock-absorbing lanyards are used,
- (ii) Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- (iii) Anchorage points must be at waist level or higher; and capable of supporting at least that attached weight,
- (iv) Lifeline systems must be approved by Owner before use.
- (v) Use of ISI marked industrial helmet at all point of time.

c. Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

d. Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- (i) Fabricated ladders are prohibited.
- (ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- (iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- (iv) Ladders will be lowered and securely stored at the end of each workday.
- (v) Ladders shall be maintained free of oil, grease and other slipping hazards
- (vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using. Lifeline can be used for anchoring.
- (vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Lifting Operations**a. Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements. Balmer Lawrie & Co Ltd Associate Services

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

b. Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar

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with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Balmer Lawrie & Co Ltd Associate Service

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

a. Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The

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waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

b. Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

c. Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

28. 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.

29. 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.

30. 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.

31. 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

32. 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.

33. 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, 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

Signature of the Tenderer:

Date:

Seal:

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.

34. EVALUATION OF BIDS:

The 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 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.

35. AWARD OF CONTRACT

The contract will be awarded to the overall lowest quoted tenderer based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **Annexure-2. i.e., 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.

36. Tender Document Submission:

Your offer shall comprise the following:

- **Annexure-1** duly filled in, signed with seal along with GST registration details
- Relevant **copies of certificates/ registrations/Work order/work completion certificates and Site Visit Report (Annexure-3)** etc as per prequalification requirement
- **Tender Document with Annexures – 1 & 2** duly signed with seal in all the pages as token of acceptance of our terms and conditions.

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as **'Unpriced offer for painting work of the Balmer Lawrie Guest House at City Office, Teynampet, Chennai'** should reach the undersigned at our City Office at the following address on or before **25-12-2020 by 18:00 hrs.**

Chief Manager (HR&ER)
BALMER LAWRIE & CO. LTD.
Associate Services
628, Anna Salai, Teynampet,
Chennai – 600018.

Phone : 044 – 25946563/500
Fax : 044 – 25946539
email : sriraman@balmerlawrie.com

FOR BALMER LAWRIE & CO LTD

CM (HR&ER) - SR

**Encl: Annexure – 1 (Contractor Details)
Annexure – 2 (BOQ)
Annexure – 3 (Site Visit Form)**

Signature of the Tenderer:

Date:

Seal:

Annexure-1TECHNO- COMMERCIAL DETAILS**(1) Others**

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
GST Registration	:	Certificate copy
Work Experience	:	Relevant work order/ Work completion copies
Site Visit	:	Copy of Site Visit Form duly signed both by Contractor and BL on Site Visit.
Name of the Company/Firm	:	
Address of the Company	:	
Name of contact person	:	
Phone no. & Fax No	:	
Email ID	:	

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 the Tenderer:

Date:

Seal:

Annexure-1

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 UAN number*	
13.	If MSME registered, under category SC/ST?	
14.	Contact Person	
15.	PAN no*	
16.	State code (as per GST)	
17.	GSTIN Registration number*	
18.	Proof of GSTIN Registration number per state (From GSTN website)*	
19.	Vendor's GSP name (GST Suvidha Provider's)	
20.	Particulars of Bank Account *	
(a)	Name of the Bank	
(b)	Name of the Branch	
(c)	Type of Bank Account (Current/Saving/Cash Credit etc)	
(d)	Account No.	
(e)	IFSC No.	

** - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted. Also cancelled/ copy of cheque for bank account verification need to be submitted by vendors who have not done any transactions with BL in last 2 years.*

Signature of the Tenderer:

Date:

Seal:

Annexure - 2Price Bid

GUEST HOUSE ROOM PAINTING WORK AT BALMER LAWRIE & CO LTD ,CITY OFFICE,CHENNAI.					
S.No	Description	Unit	Qty	Rate	AMOUNT
1	ACRYLIC EMULSION PAINT .SURFACE CLEANING ,supply and painting and then PUTTY applying & Primer one coat two coat colour 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 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 ,applying primer coat, curing for primer coat, applying paint with matt finish two coats etc., complete for the finished item of work. CEILING, WALL including scaffolding.	SM	825		
				Total	
				GST 18%	
				TOTAL	
	NOTE :				
	LIST OF APPROVED MAKES				
1	ACRYLIC EMULSION PAINT	Asian			

Signature of the Tenderer:

Date:

Seal:

SITE VISIT FORM

Site Location: Associate Service, Teynampet, Chennai 600018

Vendor :

Name of Vendor's Representative:

Designation of Vendor's Representative:

Contact No. of Vendor's Representative:

Date of site visited :

Vendor's declaration: Understood the site condition and requirement in line with the tender requirement.

Signature of Vendor's representative

Signature of BL representative
(P.Sankar/ Pradnya Naik)

Signature of the Tenderer:

Date:

Seal: