

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

<b>PH: 044 – 2594 6564 / 6542</b>	<b>FAX: 044 – 2594 1156 / 2594 5006</b>
<b>Ref: BL/LC/MAN/MECARC/PT/202122/0006</b>	<b>Date : 03.09.2021</b>
	<b>Due Date: 24.09.2021</b>

To

**NOTICE INVITING TENDER**  
**FOR MECHANICAL MAINTENANCE WORK**  
**ON ANNUAL RATE CONTRACT BASIS**

Balmer Lawrie invites **online** tenders from experienced and resourceful contractors who fulfill the eligibility criteria for carrying out Mechanical maintenance work on rate contract basis for **12 months from October 2021 (tentatively)** or for the total order value, whichever is earlier. This long term rate contract is for carrying out various mechanical maintenance work (preventive/ corrective/ emergency from time to time at our SBU-Chemicals, Manali, Chennai-68.

**1. Scope of Work:**

The scope of work under this tender shall cover various types of Mechanical related maintenance jobs as listed in Schedule of Quantities- **Annexure – A**. The quantities are approximate and estimated for one year.

All tools & tackles, equipments, consumable materials like electrode for welding works etc., required for the work are in the scope of the contractor. Other materials like Pipes, fittings, valves, strainers, pressure gauges, gaskets, etc., required for the work will be provided by BL (Free issue of material). Power and water will also be provided by BL.

**Annexure-A :** Schedule of quantities for Mechanical related Maintenance work. Quantity is indicative only: may be increased by 10% overall. The quantities will be interchanged based on the actual requirement during execution, however limited to the overall value of the contract (Order value including tolerance).

**2. Prequalification requirement:**

The Contractor should have

- 1) PF Registration No
- 2) ESIC Registration No
- 3) GST Regn. No
- 4) Permanent Account No.(PAN)
- 5) Work Experience: The tenderer should have successfully executed mechanical maintenance contracts in the last 3 years. Copy of one work order with order value not less than Rs.10 Lakhs per year,pertaining to any of the last three financial years(2019 - 19,2019 - 20,2020 - 21) shall be submitted as hard copy.
- 6) **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-4**) duly signed by both vendor's representative and BL representative on visit should be submitted.

The tenderer should not have been blacklisted by any PSU/Govt. Department (a self-

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Signature of Tenderer :

Date:

Seal:

certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender, or order already placed will be cancelled.

The offer will be rejected in the absence of the above registrations, Relevant certificate copies should be submitted as hard copies.

Price-bids of such tenderers, who are determined to have complied with the above eligibility criteria, and duly filled up the tender document, will only be considered.

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

### **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 Maintenance work under SAC Code: 998717 or as applicable

The contractor 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. BID SECURITY DECLARATION & Integrity Pact**

Please Upload declaration as per format:

**A. Bid security Declaration as per Annexure 3**

**B. Integrity Pact as per Annexure 5**

#### **Pre-qualification:**

The tenderers who are fulfilling the pre-qualification Criteria as per Clause 2 will be qualified technically.

Price bids of those parties qualified technically will only be opened and will be evaluated for order placement.

### **SECURITY DEPOSIT(SD)**

Successful tenderer shall be required to submit within 10 days of issue LOI/PO, SD equivalent to 3% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / Demand draft. Failure to submit SD shall entitle BL to

reserve the right to cancel the order without recourse to the bidder. The SD shall be refunded after the contract period on satisfactory completion of order. In the event of breach of Contract, this SD is liable for forfeiture.

If SD is not received within 10 days from date of LOI/WO, the amount will be deducted from the contractor's running bills until the required SD is accumulated.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to Successful bidder, only on successful completion of the contract. All sums of Compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

**Security deposit is liable to forfeiture in the event of:**

- A. Not executing the order after Acceptance of Purchase Order.
- B. Successful Bidder fails to deliver the product as per the terms & condition of the purchase Order.
- C. Successful Bidder Violates the tender conditions.
- D. If the performance of the bidder is found to be unsatisfactory.  
Any unilateral revision made by the successful bidder during the validity period of the contract.

**4. Non Conformance:**

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

**5. Validity of offer:**

Tenderers shall keep their offer valid for a period of **60 days** from the due date for submission of tender.

**6. 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 Mechanical Maintenance Work  
(Contact Persons: Mr. Balakumar - 6380408664, Mr. James – 9840827616)

**8. (a) 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. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

**8. (b) PRICE BID SUBMISSION ONLINE:**

Signature of Tenderer :

Date:

Seal:

Price bid shall be as per Annexure -A which needs to be submitted ONLINE as per following steps:

**Step(1)** Bidders shall download all the pages of Annexure-A (given in 'pdf' format) and take a print out.

**Step(2)** Rates shall be filled in manually on the print out copy of Annexure-A (in highlighted cells).

**Step(3)** Filled in all pages shall be duly signed and stamped with company seal.

**Step(4)** All the pages filled in as above, shall be scanned and uploaded in e-portal as softcopy in 'pdf' format and follow the procedure given in e-portal for e-bidding

## 9. 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>

HELPDESK 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.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
2. Mr. Lakshmanan P (Chennai)	<a href="mailto:lakshmanan@c1india.com">lakshmanan@c1india.com</a>	+91-8248990022
3. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]com</a>	+91-022- 66865608
4. Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071

## 10. 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.

## 11. 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](http://www.balmerlawrie.com) and our eProcurement platform [www.balmerlawrie.eproc.in](http://www.balmerlawrie.eproc.in). The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

## 12. Bid Submission Acknowledgement

Signature of Tenderer :

Date:

Seal:

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.

**13. PRICE BID TO BE UPLOADED ON-LINE ONLY (Refer 8 (b))**

**SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER**

**14. 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.

**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. TENDER DOCUMENT (EXCLUDING PRICE BID) SUBMISSION:**

Your offline document (excluding price bid) shall comprise the following:

The Computer set of tender documents duly sealed signed along with necessary enclosures.

**Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Annual Rate Contract for Mechanical Maintenance at SBULC' and should reach the undersigned at our Manali works at the following address on or before 24.09.2021**

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

Phone : 044 – 25946564 / 25946542  
Fax : 044 – 25941156  
email : indhira.t@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**Senior Manager (SCM)**

**Encl: Annexure-1 (Contractor Details)**

**Annexure-2 (General Terms and Conditions)**

**Annexure-3 (MSME/Bid Security Declaration)**

**Annexure-4 (Site Visit Firm)**

**Annexure-5 (Integrity Pact)**

**Annexure-A ( Price Bid & Schedule of quantities- estimated for one year)**

*Signature of Tenderer :*

*Date:*

*Seal:*

**ANNEXURE I**

**CHECK LIST AND CONTRACTOR'S DETAIL**

**Documentary proof**

Do you have GST , PF, ESIC and PAN No. : Yes / No  
(if No the tender is liable for rejection)

**(2) Prequalification Requirements :**

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
GST Registration No.	:	Certificate copy
Work Experience	:	Relevant work order/work Completion copy
Site Visit	:	Copy of Site Visit Form duly signed both by contractor and BL on Site Visit.

**Others Enclosures:**

Bid Security Declaration	:	To be Uploaded
Integrity Pact	:	To be Uploaded

**(3) Others:**

Name of the Company/Firm	:
Address of the Company	:
Name of contact person	:
Phone no. & Fax No	:
email ID, if any	:

**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 Tenderer :*

*Date:*

*Seal:*

**Annexure I**  
**Vendor Details**

(Vendor shall fill in all the fields. If not applicable, please mention 'Not 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, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	PAN no*	
17.	State code (as per GST)	
18.	GSTIN Registration number*	
19.	Particular 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 Tenderer :

Date:

Seal:



## **Annexure 2**

### **GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 Rates and Other Entries:**

The tenderer should quote for all items in the prescribed format (**Annexure-A**) ONLINE in the e-portal <https://balmerlawrie.eproc.in> Quantity indicated are approximate and taken for rate contract only.

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 authorised representative thereby indicating that each and every page has been read and the points noted.

#### **2.0 Bid Security Declaration & Integrity Pact.**

To be uploaded in E portal as Annexure 3 & Annexure 5

### **3. SCOPE OF WORK/Requirement:**

#### **a) DEPLOYMENT OF PERSONNEL**

*The contractor shall ensure deployment of adequate personnel based on requirement. The indicative deployment would be **One Fitter, 1 Welder and 2 Unskilled workmen. Either Fitter or Welder** to be declared as supervisor .*

*Based on quantum of work as specified by Site-in-charge, contractor should be able to mobilize extra manpower as and when required.*

#### **b) TOOLS & TACKLES**

*2. All tools & tackles required for mechanical related job.*

Apart from the above, necessary safety measures like goggles, mask, helmet, gloves, safety shoes etc shall be provided by the contractor to the manpower given.

All electrical equipments to be certified by the BL electrical incharge.

Apart from the above, necessary safety measures like goggles, mask, helmet, gloves, safety belt, safety shoes etc shall be provided by the contractor to the manpower given.

-All health, safety and environment regulations to be followed. Appropriate PPEs such as goggles, mask, helmet, safety belt & safety shoes shall be provided by the contractor to their workmen. 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. Helmet, Full body safety harness with double lanyard

and shock absorber to be used while work at height. Safety harness needs to be anchored at all point of time while working at height. Life line can be used for anchoring. Medical Fitness test certificate needs to be submitted for all contract employee. (Blood pressure, Vertigo test must for work at height people)

- None other than skilled workmen are to be employed.
- All the necessary scaffolding, (only MS tubular scaffolding is permitted, Bamboo scaffold will not be allowed) tools and appliances and everything else required for the execution of the work, are to be supplied by the contractor
- The contractor has to get clearance from the maintenance before commencing the job. Daily permit to work needs to be obtained from BL before commencement of job.
- The company (BL) is to supply water and electricity, if required for the work; same has to be used judiciously to avoid wastage of resources
- An ample supply of clean dust sheets to protect the work/ nearby equipments during work progress is to be at hand
- Whenever any worker is engaged work on place (elevation above 1.5 meter) from which he is liable to fall, he shall be provided with safety belts equipped with lifelines which are secured with a minimum of slack, to a fixed structure unless any other effective means such as provision of guard rails or ropes are taken to prevent his falling. Mobile elevated working platform can also be used to access work at height
- The portable tools should be of fiber body, and double insulation.
- **Any violation of safety rules will lead to penalty of Rs. 500/- per day.**
- All rubbish to be cleared from to time as it accumulates, and the premises left clean
- The contractor is to make good at his own expense any damage to the structure, equipments, pipes, fittings or decorations, resulting from his operations.
- In case of any emergency at plant, contract workmen have to assemble at the designated Assembly Point.
- The supervisor, who will be present during the operations on daily basis, shall report to the nominated staffs of the Company at the beginning and end of the day to obtain details of requirement and plan accordingly.
- Attendance, Punctuality & discipline of the work men will be entirely in the scope of the Contractor.

#### **4.0 Deployment of Personnel:**

##### **Requirement & Working Hours:**

Normal working hours: 6.00 am to 2.00 pm – First shift  
2.00 pm to 10.00 pm – Second shift  
10.00 pm to 6.00 am- Night shift  
9.00am to 5.30 pm - General shift

**One Fitter, 1 Welder and 2 Unskilled workmen** to be deployed on daily basis without fail.  
**In case of emergency maintenance work the required members has to be supplied on**

**Sundays also**

It is the responsibility of the contractor to monitor the presence of workmen in all the three shifts on daily basis. In the event of reliever absence for the next shift the contractor has to ensure required manpower is available in each shift.

The contractor should do the work on any special project on this area on priority basis.

BL will not take any responsibility for any interruption/production loss due to the tendered service as per the given scope of job. If there is any production loss then the same will be deducted from the contractor's monthly bill.

It is in the scope of the contractor to ensure safe and careful handling of all equipments,

-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. 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.

The contractor has to visit the factory in order to estimate the number of workmen required for carrying out the above jobs before submitting their offer.

**5.0 RATE (Raw Materials supply – by BL scope)**

The rate (excluding raw materials) will be inclusive of all costs towards tools & tackles, personnel safety measures and engaging experienced personnel. The rate should be kept firm during the period of contract.

**5.1 OTHER TERMS AND CONDITIONS TOBE FOLLOWED BY THE CONTRACTOR WITH REGARD TO MANPOWER ENGAGEMENT**

Successful bidder need to maintain the following

1. Supervision of the contract labour.
2. Provide two sets of uniform and safety shoes.
3. No contract labour's age should exceed 58 years.
4. Successful bidder has to maintain wage register & is to be certified by concerned authority of BL on monthly basis. The Wages has to be paid through Bank transaction only and the proof for such transaction has to be submitted.
5. The contractor shall submit the proof for payment of ESI & PF along with the bill relevant back papers.
6. Maintain safety norms under HSE norms.
7. **M.Book to be maintained and has to be acknowledged by site in charge on daily basis without fail and has to be submitted while bill submission.**
8. The successful bidder shall ensure adequate providing tiffin, lunch and dinner on their personnel engaged for above operation in our plant. Company will not provide such arrangement during the tenure of the contract.

## **6.0 RATE**

The bidder must follow "Minimum Wages Act

## **STATUTORY REQUIREMENTS TO BE FOLLOWED BY THE CONTRACTOR FOR MANPOWER ENGAGEMENT**

1. Labour licence
2. Minimum wages Act 1948
3. Employee State Insurance Act 1948
4. Provident Fund and Miscellaneous provisions act, 1952
5. Payment of Bonus Act, 1965 ( calculations will be on the basis on 8.33% of Rs. 7000)
6. Workmen's compensation Act, 1923 ( for those who are out of ESI)
7. Labour welfare fund
8. Payment for Wages Act
9. Child labour ( prohibition and regulation) Act 1986
10. Payment of Gratuity act, 1972
11. Factories act, 1948
12. Contract labour regulation and abolition act 1970
13. Pradhan Mantri Jeevan Jyoti Bima Yojana ( PMJJBY ) & Pradhan Mantri Suraksha Bima Yojana ( PMSBY )

Any other law applicable to the contract workmen now in force and as amended from time to time

## **7 SUB CONTRACTING OF WORK**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the written consent from the company.

## **8.0 WORKING HOURS**

SBULC work in 3 shifts on all working days except Sunday. However normally operations will be done during working hours **between 6 AM to 10.00 PM.** In case the above services are required before / after stipulated time/off days the contractor will be obliged to undertake the same without any overtime or additional charges.

## **9.0 HOLIDAY**

The Contractor should strictly follow holiday list of SBULC for fixing holidays for his personnel deployed in the Company's premises ie., they shall follow Balmer Lawrie & Co. Ltd (SBULC) list of holidays.

## **10.0 VOLUME OF WORK**

Anticipated volume to be handled is mentioned in PRICE SCHEDULE (**Annexure-A**) This is purely an estimate. No claim shall be entertained in the event the volume of work is

substantially different. The contractor should also be prepared to increase the manpower in case volumes of business are higher than anticipated.

### **11.0 AWARD OF CONTRACT**

The contract will be awarded based on the competitiveness of total value of contract based on the estimates provided in the PRICE SCHEDULE (**Annexure-A**)

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.

### **12.0 VALIDITY OF THE CONTRACT**

The contract will be awarded on a total value of contract and the validity will be **one year from commencement of work (Tentatively from October 21 – September 22) or till completion of the total order value, whichever is earlier.**

However, in the event of contract period getting over and the order value still pending, extension will be as per the mutual agreement.

### **13.0 PAYMENT TERMS**

Payment shall be made within 15 days from the date of submission of monthly bills 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. The payment will be made on the basis of completed actual quantity. Appropriate tax, as applicable from time to time shall be deducted from the bills as per the Statutory regulations.

#### **Present tax structure:**

Presently **CGST@9% + SGST @9%** or **IGST@18%** is applicable for Maintenance work under SAC Code: 998717 or as applicable

The contractor 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.**

### **14.0 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.

### **15.0 PENALTY DUE TO NON PERFORMANCE / ABSENTISM**

In case of not carrying out the work on any day without the consent of BL, will attract penalty clause by which BL will charge **min Rs.500/- per day** for such days. This amount will be deducted from the bill submitted. Also, for any absenteeism, the contractor needs to provide reliever. In the absence of this, **Rs.500/- per person per shift** will be deducted from the contractor's bill as penalty.

Further, in case of successful bidder failing to honour the terms and conditions of contract the company shall be at complete liberty to make alternate arrangements at the bidders

“RISKS AND COST” and any additional cost incurred by the Company in this regard shall be fully recovered from the successful bidders’ bills. The company shall also be at liberty to recover in full charges incurred due to non-performance from the Contractor.

**16.0 PENALTY FOR NON-ADHERENCE TO SAFETY REGULATIONS:**

The tenderer has to strictly adhere to the safety requirement as per clause 3.0 in annexure-2.

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.

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

**17.0 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

**18.0 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 etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the Contractor.

**19.0 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. Factories 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 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.**

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorised representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

## **20.0 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.

## **21.0 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.



## **22.0 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.

## **23.0 TERMINATION**

The contract can be terminated by either party giving two clear months' notice in writing.

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

1. The bidder fails to comply with any material/service term of the Contract.
2. The bidder informs BL of its inability to deliver the service or any part thereof within the stipulated Delivery Period/contract period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item/service within the stipulated Delivery Period/contract period
4. The bidder becomes bankrupt or goes into liquidation.
5. The bidder makes a general assignment for the benefit of creditors.
6. A receiver is appointed for any substantial property owned by the bidder.
7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop the service.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

## **23.0 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.

## **24.0 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.

## **25.0 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.



**26.0 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.

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 :'**

*Signature of Tenderer :*

*Date:*

*Seal:*

**PRICE BID (Annexure-A)**

Sl.No	DESCRIPTION	QTY	UNIT	Rate	Total
<b>1</b>	<b>ERECTION/ DISMANTLING, COMMISSIONING, TESTING OF Tanks. Tank to be shifted/lifted from store / stockyard. Tank to be erected as per the drawings/instruction given by the site incharge using party's tools, etc. Dismantled tanks to be shifted to Scrapyard or instruction given by the site incharge .</b>				
1.01	MS/SS storage Tanks. Capacity 0.5 KL to 2 KL. Erection height : Upto 18 M.	3	MT		
1.02	MS/SS storage Tanks. Capacity Above 2 KL Upto 25 KL. Erection Height : Ground Level	3	MT		
1.03	MS/SS storage Tanks Capacity 0.5KL to 10 KL. Erection Height : Upto 6 M.	3	MT		
1.04	MS/SS storage Tank Capacity 0.5 KL to 25 KL. Dismantling height: Ground level.	3	MT		
1.05	MS/SS storage Tank Capacity 0.5 KL to 10 KL. Dismantling height: Above Ground Level.	3	MT		
1.06	FRP/HDPE TANKS - Capacity - 0.5 KL to 25 KL. Erection height : G floor.	3	MT		
1.07	FRP/HDPE TANKS - Capacity - 0.5 KL to 10 KL. Erection height : 0 to 18m.	3	MT		
1.08	FRP/HDPE TANKS - Capacity - 0.5 KL to 25 KL. Dismantling height: G floor.	3	MT		
1.09	FRP/HDPE TANKS - Capacity - 0.5 KL to 10 KL. Dismantling height: 0 to 18m.	3	MT		
<b>2</b>	<b>ERECTION/ DISMANTLING, COMMISSIONING, TESTING OF REACTORS. Reactor to be shifted/lifted from store / stockyard. Reactor to be erected as per the drawings/instruction given by the site incharge using party's tools, etc. Dismantled Reactors to be shifted to Scrapyard or instruction given by the site incharge .</b>				
2.01	Ms Glass Lined Reactor - Capacity 3KL - Erection Height : 10 Metres.	1	NO		
2.02	Ms Glass Lined Reactor - Capacity 0.5 KL to 5KL - Dismantling Height : 0 to 6 Metres.	2	MT		
2.03	Ms Glass Lined Reactor - Capacity 0.5 KL to 10KL - Dismantling Height : 6 to 12 Metres.	2	MT		
2.04	SS Reactor & MS/SS/FRP blenders - Capacity 0.5 KL to 5KL Erection Height : Ground Level	2	MT		
2.05	SS Reactor & MS/SS/FRP blenders - Capacity 0.5 KL to 5KL Erection Height : 6 to 18 Metres.	2	MT		
2.06	SS Reactor & MS/SS/FRP blenders - Capacity 0.5 KL to 5KL Dismantling Height : 0 to 18 Metres.	2	MT		
<b>3</b>	<b>MSGL/SS Reactor Agitator, Mechanical seal, Thermowell Changing Work Dismantling of all connected Pipe Lines Valves, Motor Gear Box, Mechanical seal, Stool block, Agitator, whichever is required and Re-erection of Agitator, Stool block, Mech seal/Stuffing box, gear box and Motor, COC cover if required. Dismantled Agitator/equipments to be shifted to Scrapyard or instruction given by the site incharge . Erecting equipments to be shifted from store to equipment area.</b>				
3.01	Reactor Agitator . Capacity: Upto 5 KL - Dismantling	3	Nos		
3.02	Reactor Agitator . Capacity: Upto 5 KL. - Re erection	3	Nos		
3.03	Agitator (Alone). Capacity: Above 1KL Upto 10 KL - Decouple & Coupling work.	3	Nos		
3.04	Reactor Mechanical Seal changing work Capacity: Upto 5KL - Dismantling	3	Nos		
3.05	Reactor Mechanical Seal changing work Capacity: Upto 5KL - Re erection	3	Nos		
3.06	FRP Settler/ Blender Agitator. Capacity upto 10KL - Dismantling	3	Nos		
3.07	FRP Settler/ Blender Agitator. Capacity upto 10KL - Erection	3	Nos		
3.08	Reactor Thermowell dismantling	3	Nos		
3.09	Reactor Thermowell Erection	3	Nos		

Signature of Tenderer :

Date:

Seal:

	3.10	Reactor jacket / Coil Descaling Capacity 2KL to 10 KL	20	Nos		
	3.11	Shifting the Agitators,gearbox / geared induction motor from the store. Shifting of Agitators,Mechanical seal, gearbox or geared motor on the top of the settler, reactor and tanks as per the instructions given by the site incharge and shifting of the defective one to ground level and to scrap yard	5	MT		
	3.12	Spray Dryer Rotary Valve Dismantling & fixing Back	5	Nos		
	3.13	Spray dryer Screw Feeder Dismantling & fixing Back	5	Nos		
<b>4</b>		<b>Process equipment Erection /Dismantling - Powder blender, Blower exhaust fan, Rotary Valve, Screw feeder, Boiler, Compressor, Softner, etc. Erection height : 0 to 18 mtr. Tare weight: 100Kgs to 3000 Kgs. Includes Equipments to be shifted from Stores to work area and Dismantled equipments to be shifted to Scrapyard or instruction given by the site incharge .</b>				
	4.01	Erection G.floor	5	MT		
	4.02	Erection 0 to 6m	5	MT		
	4.03	Erection 6 to 12 m	5	MT		
	4.04	Dismantling G.floor	5	MT		
	4.05	Dismantling 0 to 6m	5	MT		
	4.06	Dismantling 6 to 18 m	5	MT		
	4.07	Erection of Motor,/ Gear Box/ Pump : Metallic/Non metallic; Weight: 20kgs to 500kgs;Type: Any / Any height from the ground level. Erection of related pipe lines,valves and shifting / store / maintenance room as per the instructions of engineer incharge.	5	MT		
	4.08	Pump dismantling: Metallic/Non metallic; Weight: 20kgs to 500kgs;Type: Centrifugal / Gear / Screw / Metering Pump/ Any height from the ground level. Dismantling of related pipe lines,valves and shifting to scrap yard / store / maintenance room as per the instructions of engineer incharge.	5	MT		
	4.09	Shifting of Gear Box/Geared Motor & Induction Motor, Pump : Weight: 20kgs to 1000kgs. At any height from ground floor. Shifting the same to the Scrap yard / Maintenance room / Stores as per instructions given by the site incharge.	5	MT		
	4.10	HSD 2 KL and 500 Lts Vessel Replacement & Impeller replacement work	10	Nos		
<b>5</b>		<b>Chlorine &amp; SO2 Evaporator. Shifting the equipment from the store. Assembling of full equipment.Erections of equipment on civil foundation as per the instructions given by the site incharge, etc. complete. Dismantled equipments to be shifted to Scrapyard or instruction given by the site incharge .</b>				
	5.01	Chlorine & SO2 Evaporator Erection.	1	Nos		
	5.02	Chlorine & SO2 Evaporator Dismantling.Dismantling of all the connected pipes and valves, and shifting to Stock yard as per instructions given by the site incharge	4	Nos		
	5.03	Chlorine & SO2 Evaporator Shell & Jacket Pressure testing.Dismantling of all the connected pipes and valves, and pressure testing of shell and jacket individually.	4	Nos		
	5.04	Chlorine & SO2 Evaporator Cleaning. Dismantling of all the connected pipes and valves. Removal of shell, Cleaning of shell and Jacket. Boxing up of evaporator after drying.	20	Nos		
	5.05	Chlorine & SO2 Evaporator. Dismantling of all the connected pipes and valves. Removal of Top shell, Cleaning and Boxing up of evaporator after drying.	10	Nos		
<b>6</b>		<b>FRP Scrubber column. Dismantled equipments to be shifted to Scrapyard or instruction given by the site incharge .</b>				
	6.01	Erection height : At Any Level.Shifting the equipment from the store. Assembling the scrubber full column as per drawing provided / instruction given by site incharge etc. complete.	2	Nos		

Signature of Tenderer :

Date:

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6.02	FRP Scrubber column: Dismantling height: At any height from ground level.Dismantling of bottom dome, inner shells, top dome,top shell,Bottom shell and re-erection of above parts as per the instructions given by site in-charge.	2	Nos		
6.03	HCL absorption column erection: Erection height: At any height from the ground level.Shifting the equipment from the store/ stock yard assembling the column, Glass Condenser and accessories as instructions given by the site incharge, etc. complete.	2	Nos		
6.04	FRP HCL absorption column:Dismantling height: At any Height from ground level..Dismantling of all the connected pipes,condensers, Valves and other accessories. Shifting to the scrap yard as per the instructions given by the site incharge.	2	Nos		
6.05	Descaling of Glass condensor	25	Nos		
6.06	Dismantling and Erection of Glass condensor	5	Nos		
<b>7</b>	<b>Unloading of Structural steel / Pipes/ Equipments</b>				
7.01	STRUCTURAL / PIPE LINES. Unloading of Structural steel / Pipes from Trailer / Truck using Party tools & tackles as directed by BL site in-charge	10	MT		
7.02	Loading or unloading of equipment weight 250Kgs to 10000 Kgs - GL Reactor, SS Reactor, Equipment, Valves, Gearboxes, Pumps, Motors, MS Tanks, FRP and HDPE Tanks, Process Equipments, etc. G.floor	5	MT		
7.03	Hire charges for Below 12 MT CAP.Hydra-crane Miscellaneous De-erection, Shifting & Erection works.	10	Nos		
7.04	for subsequent additional hours	5	Nos		
<b>8</b>	<b>DISMANTLING &amp; RE - ERECTION Boiler coil/ Economizer dismantling and re-erection : Capacity : Up to 850 Kg/hr.</b>				
8.01	Dismantling	6	Nos		
8.02	Re erection	6	Nos		
8.03	Boiler Coil Descaling	6	Nos		
8.04	Boiler coil Pressure testing	6	Nos		
8.05	Economizer and Optimizer pipe Dismantling	5	Nos		
8.06	Economizer and Optimizer pipe Erection	5	Nos		
8.07	Economizer and Optimizer pipe Descaling	5	Nos		
<b>9</b>	<b>Erection/Dismantling Valves,rotameters,pr.gauges, View glasses, Flange to flange, dummy Erection:(metallic/non metallic) Type: Any type / Screwed end &amp; Flanged end. Erection Height: At any height from ground level. Shifting the new valves from store, fixing the same with gasket as per the instruction given by the site incharge. Dismantling of valve by removing or gas cutting &amp; to be shifted to stores/maintenance room as per the instructions given by the site incharge. Dismantled equipments to be shifted to Scrapyard or instruction given by the site incharge .</b>				
9.01	Erection Upto 1"	300	Nos		
9.02	Erection Above 1" Upto 3"	400	Nos		
9.03	Erection 4"	30	Nos		
9.04	Erection Above 4" Upto 8"	10	Nos		
9.05	Erection Above 8" Upto 24"	10	Nos		
9.05	Dismantling Upto 1"	250	Nos		
9.06	Dismantling Above 1" Upto 3"	300	Nos		
9.07	Dismantling 4"	20	Nos		
9.08	Dismantling Above 4" Upto 8"	10	Nos		
9.09	Dismantling Above 8" Upto 24"	10	Nos		

Signature of Tenderer :

Date:

Seal:

10		PIPE LINE FABRICATION & ERECTION. FABRICATION, ERECTION, INSTALLATION, TESTING & PAINTING OF PIPING. COST OF ERECTION OF ALL ON LINE FITTINGS & FLANGES, GASKETS ETC. SHALL INCLUDE IN PIPING ERECTION COST. De - erection of pipelines. Dismantled Pipelines to be shifted to Scrapyard or instruction given by the site incharge .				
	10.01	Pre-fabricated pipelines erection Sizes - 1/2" dia	250	M		
	10.02	Pre-fabricated pipelines erection 3/4' dia	250	M		
	10.03	Pre-fabricated pipelines erection 1" dia	300	M		
	10.04	Pre-fabricated pipelines erection 1 1/4" dia	50	M		
	10.05	Pre-fabricated pipelines erection 1 1/2" dia	300	M		
	10.06	Pre-fabricated pipelines erection 2" dia	200	M		
	10.07	Pre-fabricated pipelines erection 3" dia	150	M		
	10.08	Pre-fabricated pipelines erection 4" dia	50	M		
	10.09	Pre-fabricated pipelines erection 6" dia	10	M		
	10.10	Pre-fabricated pipelines erection 8" dia & above	20	M		
	10.11	Dismantling sizes - 1/2" dia to 1	1000	M		
	10.12	Dismantling Above 1.5" to Upto 3"	1000	M		
	10.13	Dismantling Above 3" to Upto 6"	100	M		
	10.14	Dismantling 8" dia & above	20	M		
	10.15	Providing 'U' clamp for Pipes : Height : Any Level Sizes - 1/2" to 4"	300	Nos		
	10.16	Providing 'U' clamp for Pipes : Height : Any Level Sizes - 6" & above	50	Nos		
11		<b>PIPE LINE WELDING - MS / GI PIPES: Welding Joint Type of Weld: Butt weld &amp; Socket weld with suitable electrodes. SMAW Carbon steel welding. PIPES Sch 40 &amp; Sch 80</b>				
	11.01	sizes - 1/2" dia	750	Nos		
	11.02	3/4' dia	750	Nos		
	11.03	1" dia	1500	Nos		
	11.04	1 1/2" dia	750	Nos		
	11.05	2" dia	750	Nos		
	11.06	3" dia	350	Nos		
	11.07	4" dia	200	Nos		
	11.08	6" dia	50	Nos		
	11.09	8" dia & above	50	Nos		
12		<b>PIPE LINE WELDING SS PIPES: Welding Joint Type of Weld: Butt weld &amp; Socket weld with suitable electrodes. SMAW SS welding</b>				
	12.01	sizes - 1/2" dia	50	Nos		
	12.02	3/4' dia	50	Nos		
	12.03	1" dia	50	Nos		
	12.04	1 1/2" dia	100	Nos		
	12.05	2" dia	100	Nos		
	12.06	3" dia	100	Nos		
	12.07	4" dia	10	Nos		
	12.08	6" dia	10	Nos		
	12.09	8" dia & above	10	Nos		
13		<b>LINEAR WELDING.</b>				

	13.01	SMAW CS/MS Plate linear welding. Welding on plates - Preparing of chamfering,fit up and one root + 4 layers of thk	500	Nos		
	13.02	MS Tac welding. Welding of leaked / damaged portion of Pipe Lines , Storage tanks and equipments( above 25 mm consider as linear welding)	500	Nos		
	13.03	SS Tac welding. Welding of leaked / damaged portion of Pipe Lines , Storage tanks and equipments( above 25 mm consider as linear welding)	100	Nos		
	13.04	GAS & ARC CUTTING Linear cutting of plates/others up to 16 mm	1000	Nos		
	13.05	GAS & ARC CUTTING SLOT Holes making using gas	1000	Nos		
	13.06	Gouging of pipe fittings Upto 1"	50	Nos		
	13.07	Gouging of pipe fittings 1" to 2"	50	Nos		
	13.08	Gouging of pipe fittings 2" to 4"	50	Nos		
	13.09	Gouging of pipe fittings Above 4"	50	Nos		
	13.10	Foundation Bolt fixing. up to 16 mm.	200	Nos		
<b>14</b>		<b>Structural fabrication and Erection work. Fabrication of columns,platforms,equipment, Base Frames, hand rails, etc. as per the site conditons using MS Channels, Angles, Flats, Plates etc. including cost of Consummables, Tools &amp; Tackles etc</b>				
	14.01	<b>Fabrication</b>	5	MT		
	14.02	<b>Erection. Erection of fabricated items at any height as per the condition as per the instruction of Engineer in charge.</b>	5	MT		
	14.03	<b>Dismantling of structurals : Height : Any Level. Dismantling of structurals like angle, channel, beam, plate etc. cutting by gas and shifting to scrapyard as per the instructions of the Engineer incharge.</b>	5	MT		
	14.04	<b>MS supports by using Channels &amp; Angles - Height : Any Level. Fabrication and erection of supports for Pipe lines etc. less than 5 kgs as per the site condition, as per the instruction of the Engineer in charge.</b>	500	Nos		
	14.05	<b>Handrails / Stair case : Repair/ Fabrication/ Erection using Pipes/Angles</b>	5	MT		
	14.06	Shifting Scraps to Scrap yard ( Only for scrap generated due to other sources.)	10	MT		
<b>15</b>		<b>Cleaning work: Cleaning the equipments Inside and Outside with suitable detergents &amp; water as per the instructions given by the site incharge.</b>				
	15.01	Reactors / Blenders	50	Nos		
	15.02	Settlers / scubber tanks /feed tank/Storage tanks	15	Nos		
	15.03	Wax melters/Wool grease melters	15	Nos		
	15.04	Boiler Carbon deposit removal thru Inspection door and shifting of removed carbon to assigned place	15	Nos		
	15.05	Boiler Chimney Carbon deposit removal and shifting of removed carbon to assigned place	12	Nos		
	15.06	Spray Dryer Combustion Chamber Cleaning	5	Nos		
	15.07	Spray Dryer Burner Cleaning	5	Nos		
	15.08	Primer. Painting work : Height : At Any level	500	M2		
	15.09	Top coat. Painting work : Height : At Any level	500	M2		
<b>16</b>		<b>SCHEDULE OF LABOUR RATES</b>				
		Supply of skilled & unskilled craftsmen to carry out petty works not assessable for measurement / minor repair works, house keeping works as & when required (Payment will be based on actual working hours pro rata basis)				
	16.01	<b>SKILLED</b>	100	MD		
	16.02	<b>UNSKILLED</b>	250	MD		

Signature of Tenderer :

Date:

Seal:

		TOTAL BASIC PRICE EXCLUDING GST				
		CGST @ 9%				
		SGST @ 9%				
		IGST @ 18%				
		TOTAL PRICE INCLUDING GST				

**TOTAL VALUE OF CONTRACT :**

The Total value of the contract excluding GST mentioned here should be updated in E Portal Price Bid.

Signature of Tenderer :

Date:

Seal:

**Annexure 4**

**SITE VISIT FORM**

**Site Location: SBU Chemicals, Balmer Lawrie & Co.Ltd., 32, Manali, Chennai - 68.**

**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  
(K Balakumar)**

*Signature of Tenderer :*

*Date:*

*Seal:*



**Annexure 3**

Format for Bid Security (EMD) Declaration  
(to be provided by Vendor in their letter head)

Ref:

Date :

To:

BALMER LAWRIE & CO.LTD  
SBU Chemicals  
32, Sathangadu Village, Manali,  
Chennai - 600068.

**Sub: Bid Security Declaration**

Dear Sir/Madam,

Ref is made to your Tender Ref:BL/LC/MAN/MECARC/PT/202122/0006 dated 02.09.2021  
Against which we submit our quotation ref: dated.

We declare that we will not withdraw or modify our bid during the period of validity and we understand that if done, we will be suspended in participating the tenders upto 31.12.2022.

MSME Details:

Whether MSME? : Yes/No

If yes, please enclose UAN/UDYAM Registration Certificate Copy.

Date :

Place:

Authorised Signatory

*Signature of Tenderer :*

*Date:*

*Seal:*

## **Annexure 5 Integrity Pact**

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section2- Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - A**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

#### **Section 4: Compensation for Damages**

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

#### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

***Note : (The periods may be extended to suit the individual unit's requirements)***

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

#### **Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

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(For & On behalf of Bidder/  
Contractor)

Signature of Tenderer :

Date:

Seal:

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

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Witness 2 :

(Name & Address)

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*Signature of Tenderer :*

*Date:*

*Seal:*

*Signature of Tenderer :*

*Date:*

*Seal:*