BALMER LAWRIE & CO. LTD.,

ASSOCIATE SERVICES 32, MANALI, CHENNAI – 68.

(Regd. Office: 21, Netaji Subhas Road, Kolkatta – 700 001)

PH: 044 – 2594 6570 / 6542 FAX: 044 – 2594 1156 / 2594 5006

Ref: <u>BL/AS/HSE/Gardening work / 025/2016-2017</u> Date : 04.01.2017

Due Date: 18.01.2017

To: All Eligible Parties

Sub: Online "e" bidding for GARDENING WORK AT MANALI COMPLEX, CHENNAI

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.

Balmer Lawrie (hereinafter referred to as BL) invites offers from competent and experienced contractors with sound technical and financial capabilities for carrying out gardening work at Manali Complex (Area-3500 sq. m approx.), Chennai-68.

1. Scope of Work:

- 1. Job involves watering for lawn, plants, trees, hedges, Korean grass on daily basis. Manuring and trimming of Plants to ensure their healthy growth at our complex must be done, as and when required. Approximate area break up is given in **Annexure-A**.
- 2. Contractor must ensure provision of adequate tools and personnel for carrying out the work. As a part of contract the debris, fallen dried leaves arising out the trimming trees, plants, hedges etc, are to be removed from complex.
- 3. Manure, fertilizers and disinfectant such as insecticides, herbicides, etc that are required for maintaining the proper Greenery should be provided by the contractor. However the required amount of water will be provided by the company.
- 4. Whenever required river sand/ Pit sand/ red soil etc, must be arranged by the contractor after prior consent of the Company. Balmer Lawrie will meet the expenses for the same on submission of the bill
- 5. You are required to depute <u>Three workers (at least one should be MALE Worker for handling the cutting machines</u>) on all the working days (Mon-Sat) for carrying out all the above said jobs. Suitable adjustment will be made in arriving at the total monthly charges, in case of absence of any or both of the personnel. The contractor shall submit a copy of attendance sheet duly attested by the concerned officer at the time of settlement of the bill
- 6. Cutting unwanted plants/ weeds/grass/etc. & removal of the same from our premises will be in the scope of the concerned contractor.
- 7. Further, the Company will meet the expenditure for doing new plantation and development of any kind of greenery within the Manali Premises.
- 8. The Brush cutter equipment and other related grass cutting equipment's is in the contractors scope .After completion of each days work, it should be signed by the authorized person who is incharges of that area. On daily basis it should be adopted and should be enclosed while submitting the bill .

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Signature	of the	Tenderer:
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Annexure –A. Approximate area break up. Areas, specified in the annexure, are approximate only. Interested bidders may visit our premises to have a better idea of the actual area so that they can quote their best price

2. Prequalification requirement:

Party should have

	1.	absence of these registrations. Relevant certificate expires should be submitted as hard copies.
3.	_	& Duties:
	All tax	es, duties, levies etc are extra as applicable. Kindly indidate the taxes in price bid as per the
	format	in Annexure- A
4.	Earne	st Money Deposit
		should be accompanied by a Demand Draft for Rs.5000/ -(Rupees Five thousand orly)
	toward	s Earnest Money Deposit executed by any Scheduled. Bank drawn in favor of M/s. Balnher
	Lawrie	& Co. Ltd., payable at Chennai. Offers submitted without EMD will be rejected. The EMD of
		essful bidders will be refunded after finalization of the order. No interest will be payable on
	the EN	ID held with us. However, submission of EMD is exempted for Public sector Enterprises and
		Scale Units registered with National Small Industries Corporation (NSIC)/SSI on submission
	of valid	d copy of registration certificate

5. Securtiy Deposit

Performance guarantee / Cash Deposit for 5% of the total contract value shall be submitted by the successful bidder in the form of Bank Guarantee to cover loss / damage of materials / property during handling at SBU-PC, lack of interest to perform as per job order or failure to perform etc. The format of the Bank Guarantee will be provided by the company. The SD will be released on successful completion of contract. If SD is not received within 15 days from date of LOI/WO, the amount will be deducted from the contractor's first running bills.

Period of Contract

6. Duration of contract will be for a period of ONE years (from 01.02.2017 to 31.01.2018) BL reserves the right to extend the contract period for further six months to one year period, after successful completion of one year, at the same terms and conditions of the contract.

7. ESI/PF/Other Staturory 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

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Signat	ure ot	the i	ena	erer:
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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. It should be one male and two females employees.

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 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.

8. 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 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. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

9. REGISTRATION WITH EPROCURMENT 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)

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Please email your issues before your call helpdesk. This will help them for serving you better.			
Contact Nos. and email IDs of C1 India helpdesk officers			
Name	E-mail	Phone Numbers	
Ritabrata Chakraborty	ritabrata.chakraborty@c1india.com	+91-8697910411	
Ujjal Mitra	ujjal.mitra@c1india.com	+91-8986678058	
Rajesh Kumar	rajesh.kumar@c1india.com	+91-96504 65143	
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10. DIGITAL SIGNATURE 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.

For Chennai Assistance you can contact Mr. SIVA Mobile No. 9944650513/ 9042773377

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 the eProcurement platform. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

12. BID SUBMISSION ACKNOWLEDGEMENTS

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. SUBMISSION OF TENDER DOCUMENT [excluding price bid]

BL expects bidder's compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms & conditions / quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with Techno commercial bid [and not with Price bid].

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BL shall not take cognizance of any deviation stipulated elsewhere in the bid.

14. Force Majeure Conditions

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented by reasons of any way, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine, restrictions, strike, lock outs, change in Government policy or acts of Gods (hereinafter referred as events), then provided notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

15. Liability

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor.

16. Safety to Company's Property

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor.

17. 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 subclause 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 (excepting 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.

The prices/rates quoted by Contractor shall remain firm till the issue of final certificate and shall not 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

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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.

18. Non Conformance

The tenders not conforming to the above mentioned requirements stated under above Cl: 2 & Cl:4 are liable to be rejected

19. 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.

20. Validity of offer

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

21. Payment terms

Bill should be raised on monthly basis for the work carried out during previous month. Payment will be made within 15 days from the date of submission of bill duly certified by the officer concerned. Bill must be submitted along with the copy of relevant proof of Statutory Payments and the attendance sheet duly attested by the concerned/ authorized officer.

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

22. 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 gardening work. (Contact Person: Mr. M Murugan - 9444363028). Parties to quote for this enquiry after visiting the site only.

23. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

24. 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.

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Offers from New Vendors will be considered for vendor development only; Not for finalization of contract against this tender.

25. AWARD OF CONTRACT

The contract will be awarded based on the overall lowest quoted tenderer of total value of contract based on the rate provided in the PRICE SCHEDULE, **Annexure-A. Please provide rates as lumpsum per month in annexure-A**

26. SUPERVISION CLAUSE:

-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 successful bidder has to arrange for alternate workforce to meet absenteeism amongst their workmen.
- -Supervision of the job would be within the scope of the contractor.

27. Tender Document Submission:

Your offer shall comprise the following:

- Annexure-1 duly filled in, signed with seal
- Annexure-A duly filled in, signed with seal
- Relevant copies of certificates/work order/ registration etc as per prequalification requirement
- Tender Document duly signed with seal in all the pages

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Offer for Gardening Work at Manali Complex' should reach the undersigned at our Manali works at the following address on or before 18.01.2017.

Sr. Manager [SCM]

BALMER LAWRIE & CO. LTD. Phone : 044 – 25946542 / 25946543

SBU Leather Chemicals Fax : 044 – 25941156

32, Sathangadu Village, Manali, email: arun.a@balmerlawrie.com

Chennai – 600068.

for BALMER LAWRIE & CO LTD

A.Arun

SR. Manager (SCM)

Encl: Annexure-1 (Contractor Details)

Annexure -A: (Schedule of quantity for Gardening work)

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Documents enclosed

Annexure-1

TECHNO- COMMERCIAL DETAILS

Have you enclosed EMD : Yes / No DD / BG / copy of NSIC certificate Details on EMD : (2) Prequalification Requirements : PF Registration No. : certificate copy ESI Registration No. : certificate copy PAN No. : PAN card copy Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION I / We			
(2) Prequalification Requirements: PF Registration No. : certificate copy ESI Registration No. : certificate copy PAN No. : PAN card copy Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company : Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION have gone through carefully all the T conditions and solemnly declare that I / we will abide by any penal action such as disqualification or listing or determination of contract or any other action deemed fit, taken by, the Company against us, found that the statements, documents, certificates produced by us are false / fabricated. I We hereby declare that, IWe have not been blacklisted / debarred/ Suspended /demoted in	•	: Yes / No	
PF Registration No. : certificate copy ESI Registration No. : certificate copy PAN No. : PAN card copy Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company : Phone no. & Fax No : email ID, if any : DECLARATION I / We	Details on EMD	:	
ESI Registration No. : certificate copy PAN No. : PAN card copy Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company : Phone no. & Fax No : email ID, if any : DECLARATION I / We	(2) Prequalification Requiremen	its:	
PAN No. : PAN card copy Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company : Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION I / We	PF Registration No.	:	certificate copy
Service Tax Registration No. : certificate copy (3) Others: WCT / TIN No. : Name of the Company/Firm : Address of the Company : Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION I / We	ESI Registration No.	:	certificate copy
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WCT / TIN No. : Name of the Company/Firm : Address of the Company : Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION I / We	Service Tax Registration No.	:	certificate copy
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Name of contact person : Phone no. & Fax No : email ID, if any : DECLARATION I / We	Name of the Company/Firm	:	
Phone no. & Fax No : email ID, if any : DECLARATION I / We	Address of the Company	:	
email ID, if any DECLARATION I / We	Name of contact person	:	
DECLARATION I / We	Phone no. & Fax No	:	
I / We	email ID, if any	:	
conditions and solemnly declare that I / we will abide by any penal action such as disqualification or listing or determination of contract or any other action deemed fit, taken by, the Company against us, 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		DECLARATION	
	conditions and solemnly declare t listing or determination of contract	that I / we will abide by any p t or any other action deemed	enal action such as disqualification or black fit, taken by, the Company against us, if it is
			/ debarred/ Suspended /demoted in any

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Date:

(1) EMD:

ANNEXURE-A Schedule of Quantities for Gardening Work

S.NO.	Area Description	Area in SQ M	Amount In Rs. (Lump sum per month)
1	STP Area	401	
2	IP Plant	413	
3	Canteen	346	
4	G&L office front side, storage tank front side, storage shed,	318	
5	North Side (In front of PDC)-(Korean Grass)	936	
6	PDC Plant Front Side	177	
7	LCD ETP Area	150	
8	Area In & Around Administration Building and behind Security Office	552	
9	Area Surrounding Electrical Department/Room	255	
10	Area In and Around LCD (Powder Blending Area, Pump House, etc.,)	345	
11	Tonner shed / cooling tower	100	
А	TOTAL (Approx)*	3993	
В	ADD: SERVICE TAX ON A		
С	TOTAL COST (A+B)		

^{*}The area, specified above, is approximate only. Interested bidders may visit our premises to have a better idea of the actual area so that they can quote their best price.

AWARD OF CONTRACT:

- a. The lowest [L1] bid would be arrived on the basis of "Net Price" as above.
- b. 100% order will be placed on the OVERALL L1 quoted tenderer

Contact Person:	Telephone No:	
Email ID:	Fax:	
PAN :	PF No:	
Service Tax No:	ESI No:	

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Seal: