

Ref: **SBULC/CAP/33/SEWAGE PIPELINE/290/1617**

Date : **21.02.2017**

Due Date: 27.02.2017

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

To: All eligible parties

NOTICE INVITING TENDER
SEWAGE PIPELINE WORK AT SBULC MANALI

Balmer Lawrie (hereinafter referred to as BL) invites **e-bids** from competent and experienced contractors with sound technical and financial capabilities for carrying out the Pipeline Work for Sewage System as per BOQ at **SBULC, Manali, Chennai- 68**

1. Scope of Work:

The scope of work under this tender consists of providing material, equipment, labour, transport, tools and tackles, required services etc. along with all enabling work for plumbing works as defined in, schedule of work as under and elsewhere in this tender. Only Water and power required for the work will be provided by BL.

Annexure -A: Schedule of quantity for the above work. Quantity is indicative only; may be increased by 10%

2. Prequalification requirement:

Party should have

- 1) **Service Tax registration,**
- 2) **Sales Tax Regn (TIN)**
- 3) **PAN No.,**
- 4) **PF registration no**
- 5) **ESI No.**
- 6) **Work Experience:**

The tenderer should have successfully executed civil works or plumbing works or pipeline works during the last 3 years ending on 31st Mar 2016. (Work order copies for the above are to be submitted as documentary proof)

The offer will be rejected in the absence of these 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

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Date:

Seal:

- 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:

The rate quoted for the tender in the e-procurement portal should be inclusive of all taxes, duties and levies etc., Service Tax@15% or as applicable is alone extra. Out of the service tax necessary deductions would be carried out to pay to Govt directly as per applicable notification or as applicable.

4. Earnest Money Deposit

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format as enclosed) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.5,000/-**(Rupees five thousand only) towards Earnest Money Deposit.

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, his Earnest Money Deposit shall be forfeited.
- d. For the unsuccessful bidders, the EMD will be refunded only after the order is released to the successful bidder by BL.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- g. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered item/ service.

5. Non Conformance

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

6. Security 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-LC, 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 SD will be recovered from the EMD and the remaining balance SD amount from the contractor's bill

Signature of the Tenderer:

Date:

Seal:

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 tendered work

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 job after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service 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
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

7. Completion of Job

The Sewage Pipeline work to be completed **within 20 days** from the date of issue of service order/LOI or from the date of site clearance, whichever is later

8. Compensation for Delay

(i) In the case of delay in completion of the job in each phase by reason of contractor's fault, the Contractor shall pay compensation to the Owner @ **0.5%** of contract/executed value of work for every week of delay or part thereof subject to a maximum of **5 %** of the total Contract value on completion.

(ii) Notwithstanding what is stated in Clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time.

9. Payment terms

Payments will be made to the Contractor upon completion of job and submission of certified bills with necessary statutory obligations with the Measurement Books signed jointly with 15 days credit from the certification given by Engineer-In-charge. Bills are payable subject to submission of satisfactory proof of remittance (challans) of relevant ESI, PF etc in respect of the personnel deployed by the contractor and clearance from operations in-charge

No Payment shall be made on running bills before entire completion of the job.

All payments shall be subjected to deduction there from of all dues to the Owner, advance, retention money and other money deductible within the provisions of this contract and as per Section 194-C of Income Tax Act, or any other Law, Rule or Regulation for the time being in force along with the recovery towards the adjustment of secured advance if any.

95% of the bill value will be payable by the Owner after submission of Bills accompanied by the relevant documents duly certified by Engineer-in-Charge.

Balance 5% of the payment of gross amounts billed will be withheld as "Retention Money" and will be released after completion and acceptance of work against issue of Bank Guarantee of the equal amount for Defect liability and performance maintenance period, which shall be six months (6) from the date of issue of completion certificate by the Engineer-In-Charge. The retention money deduction of 5% from progress running account bill can also be released on submission of Bank Guarantee of equivalent amount during the progress of work execution.

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

Signature of the Tenderer:

Date:

Seal:

10. PERFORMANCE GUARANTEE & WARRANTY

The Contractor will repair and/or replace all defective parts, components / fittings, accessories etc. which shall be notified to him in writing within the Defect Liability Period provided that such defective parts, components, fittings, accessories etc. are promptly rectified and replaced by him free of cost. The contractor will provide similar warranty on the parts, components, fittings, accessories etc. repaired and/or replaced.

11. Validity of offer

Tenderers shall keep their offer valid for a period of **45 days** from the due date of the tender.

12. Visit to our factory

The tenderer, at the tenderer's own cost/responsibility is advised to visit our unit at Manali between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for the tendered civil works. **(Contact Person: Mr. P Sankar- 044-25946553)**

13. 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> only. Quantity indicated are approximate.

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

14. (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 price 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 **(excluding price)** need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender due date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

(b) PRICE BID SUBMISSION ONLINE:

Price bid shall be as per **Annexure –A** which needs to be submitted ONLINE as per the procedure given in e-portal for e-bidding.

15. 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>.

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Date:

Seal:

16. 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.

17. 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 <https://balmerlawrie.eproc.in> & Balmer Lawrie website www.balmerlawrie.com. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

18. Bid Submission Acknowledgement

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.

19. PRICE BID TO BE UPLOADED ON-LINE ONLY (Refer 14 (b))

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

20. ESI/PF/Other Statutory Obligations

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz., Factory Act, Payment of wages Act, Minimum Wages Act (notified by Ministry of Labour, Government of India), Contract Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act), payment of bonus Act and other applicable labour enactments as amended from time to time in respect of personnel deployed by him in company's premises.

The successful bidder shall submit a detailed list of the personnel deployed by him in the company's premises which shall include the name, address and date of birth of the personnel deployed. They shall be permitted entry into the company's premises only after being duly verified and issue of entry passes.

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

Signature of the Tenderer:

Date:

Seal:

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.

21. PENALTY FOR NON-ADHERENCE TO SAFETY REGULATIONS:

The tenderer has to strictly adhere to the safety requirement as per the above clause. Penalty of **Rs. 500/- per day** will be imposed if the contractor or his workers are found to be working without safety equipments in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant.

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

22. Right Of Owner to Terminate the Contract

- (i) If the Contractor being an individual or a firm commits any 'Act of Insolvency' or shall be adjudged as insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court or shall be unable to carry out and fulfill the contract and to give security therefore, is so required by the Engineer-In-Charge.

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or charge, encumber or sublet this contract without the consent in writing of the Engineer-In-Charge first obtained.

Or shall charge or encumber this contract or any payments due or which may become due to the Contractor there under.

Or if the Engineer-In-Charge shall certify in writing to the Owner that the Contractor -

- a) has abandoned the Contract or

Signature of the Tenderer:

Date:

Seal:

- b) has failed to commence the works, or has without any lawful excuse under these conditions, suspended the progress of the works for 14 days after receiving from the Engineer-In-Charge written notice to proceed or
 - c) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon or
 - d) has failed to remove materials from the site or to pull down and replace work for seven days after receiving materials or work were condemned and rejected by the Engineer-In-Charge under these conditions or
 - e) has used sub-standard or inferior material or materials not conforming to the specifications or has employed inferior workmanship in carrying out the works or part thereof or has not exercised due diligence in execution of the said work, or has neglected or failed persistently to observe and perform all or any of the acts, deeds, matters or things by this Contract to be observed and performed by the Contractor requiring the Contractor to observe or perform the same, or
 - f) has to the detriment of good workmanship or in defiance of the Engineer-In-Charge's instructions to the contrary, sub-let or sub-contracted any part of the contract, or
 - g) has failed to comply with the Engineer-In-Charge's instructions, or
- (ii) Owner shall, at any time, be entitled to determine and terminate the Contract, if in the opinion of the Owner the cessation of the Work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the Site at current market rates as verified and approved by Engineer-In-Charge and of the value of the Work done to date by the Contractor shall be paid for in full at the specified in the Contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason therefore shall be the conclusive proof of the fact that the Contract has been so determined and terminated by the Owner.

23. 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.

24. 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.

25. 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.

Signature of the Tenderer:

Date:

Seal:

26. Schedule of Rates & Payments

- (i) The price to be paid by Owner to Contractor for the work to be done and for the performance of all the obligations undertaken by Contractor under Contract shall be ascertained by the application of the respective Schedule of Rates (there of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-In-Charge. The sum so ascertained shall (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 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.

27. OBSERVANCE OF RULES/ACTS IN FORCE

- (i) The successful tenderer and his man shall abide by all rules/regulations in force at location and the laws, by-laws and statutes of Government / Semi-Government and other local authorities such as requirements / liability under enactments, Contract Labour Act etc. and the Company shall stand indemnified against by claims on these scores.
- (ii) The Contractor shall conform to the provisions of Acts, rules, orders or notifications of any Governments, Municipal or local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work or the materials to be used there at and generally will comply with the building and other regulations of such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Contractor of any statutes by-laws, rules, regulations, notifications etc
- (iii) The Contractor and sub-contractor(s) of the Contractor shall obtain authority (ies) designated in this behalf under any applicable laws, rule or regulation (including) but not limited to Contract Labour (in so far as applicable) any and all such license(s) consent(s), registration(s) and/or other authorization(s) as shall from time to time be or become necessary for or relative to the execution of the work or any part or portion thereof or the

Signature of the Tenderer:

Date:

Seal:

storage or supply or any material(s) or otherwise in connection with the performance of the contract and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said license(s) consent(s) regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto.

- (iv) The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc., applicable to the workmen employed or whose services are otherwise availed of by the Contractor, whether in connection with the construction work at the site or otherwise. The Owner shall have the right to inspect the records maintained by the contractor, Contractor shall whenever required by the Owner/Owner, produce such records and as and when the Owner/Owner may call upon the Contractor, ascertain whether or not the requirements of all such laws, regulations, rules etc. coming to light whether as a result of such inspection or otherwise, the Owner shall have the right to require the contractor to effect such compliance within such time, as the Owner may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the Owner, then the Owner shall without prejudice to his other rights, be entitled to withhold from the amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The Owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the Owner under the contract as a result of termination.

28. TAXES, DUTIES, OCTROI & OTHER STATUTORY PAYMENTS

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, cess etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, cess etc. now enforce and hereafter increased, imposed or modified from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by / central or State Government Authority or any administrative sub-division thereof.

29. LABOUR LAWS

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under law to laborers engaged by him on Work.
- (iii)
- (iv) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (v) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details
- (vi) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

Signature of the Tenderer:

Date:

Seal:

30. INSURANCE

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

(i) Workmen's Compensation and Employees' Liability Insurance:

Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following schemes/Acts, their amendments and subsequent related acts, if any:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act – 1970.

31. 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.

32. 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.

33. 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.

34. 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.

Signature of the Tenderer:

Date:

Seal:

35. 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.

36. 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.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute

It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

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

37. 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.

38. AWARD OF CONTRACT

The contract will be awarded to the lowest quoted tenderer based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **Annexure-A. The rate quoted in the e-procurement portal shall be inclusive of all taxes, duties & levies etc., Service Tax@15% or as applicable alone is extra.**

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.

39. Tender Document Submission: (excluding price bid)

Your offer shall comprise the following:

- **EMD for Rs. 5,000/-**
- **Annexure-1** duly filled in, signed with seal
- Relevant **copies of certificates/ registration/Work Experience** etc as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages as token of acceptance of our terms and conditions

Signature of the Tenderer:

Date:

Seal:

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced offer for Sewage Pipeline Work' should reach the undersigned at our Manali works at the following address on or before 27.02.2017.

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

Phone : 044 – 25946543/500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for BALMER LAWRIE & CO LTD

Senior Manager (SCM)

**Encl: Annexure-1 (Contractor Details)
Annexure -A: Schedule of quantities- 2 pages
BG Format for EMD- 1 Page**

Signature of the Tenderer:

Date:

Seal:

Annexure-1

TECHNO- COMMERCIAL DETAILS

(1) EMD:

Documents enclosed

Have you enclosed EMD : Yes / No
(If No the offer will be rejected)

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 |
| Sales Tax Regn (TIN) | : | Certificate copy |
| Work Experience | : | Copy of Work Orders for Civil Works/Plumbing Works/Pipeline Works |

(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 the Tenderer:

Date:

Seal:

ANNEXURE-A

SCHEDULE OF QUANTITIES FOR SEWAGE PIPELINE WORK

| S.NO | DESCRIPTION | UNIT | QNTY | RATE/UNIT IN Rs. | AMOUT IN Rs. |
|------|--|------|------|-------------------------------------|-----------------|
| 1 | Supply and fixing UPVC pipeline Sewage connection work for 800 RM, 3" (80 mm) pipe, 10kg IS 15328 (Non-Pressurized) is 9271 (Single walled corrugated pipe for drainage, Including fittings, IPS weld on solution 717, GI/Metal Strap, Tee, Elbow, MAPT, end cap, pp valve, ball valve, coupler. | RM | 500 | RATE TO BE QUOTED ONLINE ONLY | |
| A | TOTAL (INCLUSIVE OF ALL TAXES, DUTIES & LEVIES) | | | | |
| B | SERVICE TAX** @15% OF A OR AS APPLICABLE | | | | |
| C | GRAND TOTAL (A+B) | | | | |

Qty Tolerance 10% applicable

(**)- Out Of the service tax necessary deductions would be carried out to pay Govt directly as per applicable notification or as applicable.

LIST OF APPROVED MAKES

1. UPVC Pipe - PRINCE/ASTRAL/SUPREME
2. SOLUTION - IPS WELD ON, ADHESIVE SOLUTION, PVC 705, HEAVY BODIED
ADHESIVE SOLUTION 715, FAST SETTING 735

AWARD OF CONTRACT:

The contract will be awarded to the lowest quoted tenderer based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **Annexure-A**. **Rate quoted in the e-procurement portal shall be inclusive of all taxes, duties & levies etc. Service Tax@15% or as applicable, alone is extra.**

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.

NOTES:

1. A knowledgeable supervisor shall be posted at site to supervise the day to day activities.
2. An M book shall be maintained at site with daily work progress, in terms of quantities referring to the tender items, is entered.
3. The M book shall form the basis for recording the measurements and billing
4. All necessary safety precautions as required by Balmer Lawrie shall be followed
5. Only makes of materials as specified in the work order/ tender shall be used.

Signature of the Tenderer:

Date:

Seal:

6. The contractor to provide a Triplicate note book, at site, for site instructions.
7. No material shall be used without prior approval.
8. For scaffolding work if any, only MS scaffolds shall be used. Bamboo scaffolding is strictly not allowed

| | | | |
|-----------------|--|---------------|--|
| Contact Person: | | Telephone No: | |
| Email ID: | | TIN: | |
| PAN : | | PF No: | |
| Service Tax No: | | ESI No: | |

Signature of the Tenderer:

Date:

Seal:

Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
 - ii) This Bank Guarantee shall be valid upto
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)
- (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)