

**TENDER NO: 0100LE0088**  
**Due on: 27/02/17**

**DATE: 09/03/17**

**Dear Sir,**

Sealed offers are invited super scribing tender Enquiry No on the top of the envelope for providing day-to-day service in our Admin. Dept. as per the details given below:-

**SCOPE OF WORK**

**The vendor will have to provide day-to-day service towards Xerox , distribution of stationery, collection of payments from customers, distribution of tea, paper movement within office hours and other misc. activities as may be advised time-to-time in Administration department at Industrial Packaging unit in Kolkata.**

**Vendor should note the following before submission of their offer.**

1. Period of contract from **01/04/17 to 31/03/18**
2. Rate should be quoted on monthly basis.
3. Statutory provision for PF, ESI, Minimum wages Act & Contract Labour R&A Act should be complied.
4. Our payment term is 30 days from the date of submission of bill.
5. Please specify all commercial terms, like taxes/duties applicable or any other charges in your Quotation.
6. The quotation should be valid for the Company's acceptance for a period of 45 days (Excluding the due date) from the date of opening of tender.
7. The job to be carried out during office hours on all working days. In case of absenteeism payment will be deducted proportionately considering 26 days working in a month.
8. The job may be discontinued by either side with one month notice period
9. Offer received after the due date mentioned above will not be considered.

**Apart from the above vendor should note the following-**

**VALIDITY OF QUOTATION**

The quotation should be valid for the Company's acceptance for a period of 45 days (Excluding the due date) from the date of opening of tender.

**SUBLEASING**

The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.

**REJECTION CLAUSE**

If there is any conflict of interest arises or for any other reason, the Company reserves the right to cancel the offer of any bidder or all the bidders.

### **TERMINATION CLAUSE**

After finalization of tender , the work order will placed on the successful bidder. However during execution of the job, the Company reserves the right to terminate the contract with a notice period of one month, if felt necessary.

### **CANCELLATION OF TENDER**

In the event of developments leading to creation of lack of confidence during the tender process for any bidder at any stage of dealing with the tender, the Company reserves the right to cancel the tender of the said bidder. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at Company's discretion.

### **TERMINATION:**

Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :

- a. The successful bidder fails to comply with any term of the Contract.
- b. The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent.
- c. The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify any rejected or defective work(s) promptly.
- d. The successful bidder becomes bankrupt or goes into liquidation.
- e. The successful bidder makes a general assignment for the benefit of creditors.
- f. A receiver is appointed for any substantial property owned by the successful bidder.
- g. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder.
- h. Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith.
- i. The contract may also be terminated by the successful vendor or by the company (i.e., by either side) by serving a notice of one month period.

On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.

### **VISIT OF THE PLANT/OFFICE**

Interested vendors are requested to visit the plant/Site before submission of their offer for better understanding of the job.

### **RISK PURCHASE**

In case execution of the job is not carried out per given schedule, we reserve the right to cancel the order placed on you, and procure the system from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments.

### **SAFETY:**

Our division is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System(EMS)..

Balmer Lawrie & Co. Ltd. gives highest importance to safety. While working inside the office, helmet and safety shoe should be used at all point of time.

In case working above 6 feet, Full body safety harness should be used by the contractor employees. Violation of any safety rule would lead to penalty of Rs 1000/ per violation observed at the site.

### **ARBITRATION**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration 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 & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

### **VENDOR RESPONSE**

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

Thanking you,

Yours faithfully,

For **Balmer Lawrie & Co Ltd.**  
**Industrial Packaging Kolkata**

**Robin Martin**  
**Manager (CommI)**