

TENDER NO: 0100LE00104
DUE DATE 04/08/2017

Date: 25/07/2017

Sealed offers are invited from experienced vendor for replacement of 6" dia MS damaged gas pipe line along with construction of 10"x10"x7'-0" R.C.C pillar at back side of cooling tower within our factory premises, Kolkata-88 as detailed below under the head " DESCRIPTION OF JOBS" in our plant at P-4/1, Oil Installation Road, Paharpur, Kolkata-88.

DESCRIPTION OF JOBS

<u>Sl. No.</u>	<u>Job Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Value</u>
1.	Opening out 6" dia damaged MS Pipe with flanges	80'-0"	Rft.		
2.	Dismantling of 10"x10"x7'-0" RCC damaged Pillar	8	Nos.		
3.	Supply & Fitting, fixing 6" dia MS Pipe (TATA-C) at a height of 7'-0" with all fittings	80'-0"	Rft.		
4.	Supply & fitting, fixing 6" MS flange with nut, bolts, washer & rubber packing	8	Nos.		
5.	Construction of 10"x10"x7'-0" RCC pillar complete with its RCC base	8	Nos.		
6.	2 coats of 1st class oil paint over a coat of red lead primer to 6" dia MS pipe after proper cleaning	80'-0"	Rft		
7.	Dumping of all waste to the selected place within factory premises	1 item	LS		

Response from registered vendor 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 from the subsequent Tenders

PRICING

Rate should be quoted as per unit basis inclusive of material supply.

SUBMISSION OF OFFER

Your quotation duly sealed and super scribed Tender No & date should be submitted in a sealed envelope on or before the due date mentioned above.

Submission of tender will mean that the tenderer have fully understood the job and accepted the terms and conditions of tender. However it is suggested that before submission of offer the vendor should visit the site during working hours to understand and assess the job properly.

Offer received after the due date will not be accepted.

Vendor's compliance

- (1) The vendor is required to comply with the following provision :-
- ESI Registrations.
 - P F Registrations.
 - Service Tax Act,
 - Minimum wages Act.

VALIDITY OF QUOTATION

The quotation should be valid for the Company's acceptance for a period of 60 days (Excluding the due date) from the date of opening of tender.

SUBLEASING

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

PAYMENT TERMS :

Payment will be made after 30 days from receiving of certified bills. However vendor will have to raise their bill as per actual measurement duly certified by Officer In-Charge of the job..

COMPENSATION FOR DAMAGE

Proper care to be taken during carrying out the day-to-day operation to prevent any damage of our product/property or cause injury to any body during carrying the job within the factory premises. In such cases , if any, the vendor will have to compensate the loss.

RISK PURCHASE CLAUSE

In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done 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 held with us.

CANCELLATION OF TENDER

In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the Company reserves the right to cancel the contract. 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.

1. **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.

ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE Forum of Conciliation and Arbitration" and the award made in pursuance thereof shall be binding on the parties.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED CONTRIBUTIONS TOWARDS P.F, ESI OR ANY OTHER STATUTORY PAYMENTS TO BE MADE IN RESPECT OF THE CONTRACT AND THE PERSONNEL EMPLOYED FOR RENDERING SERVICE TO BL AND SHALL DEPOSIT THESE AMOUNTS ON OR BEFORE THE PRESCRIBED DATES. THE CONTRACTOR SHALL SUBMIT THE PROOF OF DEPOSITING THE EMPLOYEE'S AND EMPLOYER'S CONTRIBUTIONS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO PAY ANY ADMINISTRATIVE/ INSPECTION CHARGES THEREOF, WHEREVER APPLICABLE, IN RESPECT OF THE PERSONNEL EMPLOYED BY HIM FOR THE WORK OF BL.
2. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF WAGES AND OTHER DUES TO THE PERSONNEL DEPLOYED BY HIM LATEST BY **7TH DAY OF THE SUBSEQUENT MONTH.** THE CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE AND INDEMNIFY THE COMPANY AGAINST ALL CHARGES, DUES, CLAIMS, ETC, ARISING OUT OF THE DISPUTES RELATING TO THE DUES AND EMPLOYMENT OF PERSONNEL DEPLOYED BY HIM.
3. THE CONTRACTOR SHOULD MAINTAIN ALL NECESSARY REGISTER AS REQUIRED UNDER VARIOUS LAWS MENTIONED ABOVE AND SHOULD PRODUCE ON DEMAND EITHER BY OUR OFFICER OR ANY STATUTORY AUTHORITY.

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

Robin Martin
Manager (Comml.)