

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

PH: 044 – 2594 6543 / 6500

FAX: 044 – 2594 1156 / 2594 5006

Ref: **BL/LC/MAN/MAINT/LT/201718/0117**

Date : **14.09.2017**

Due Date: 27.09.2017

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
PREVENTIVE MECHANICAL MAINTENANCE WORK ON RATE CONTRACT BASIS

Balmer Lawrie invites online tenders from experienced and resourceful Mechanical contractor who fulfill the eligibility criteria for carrying out Preventive Maintenance work on rate contract basis for **6 MONTHS** or **till completion of the total order value, whichever is earlier** at our **SBU Leather Chemicals, Manali, Chennai-68.**

1. Scope of Work:

The scope of work & quantities are defined in **Annexure-A**. All tools & tackles, equipments, consumable materials like electrode for welding works etc., required for the work are in the scope of the contractor. Power and water will also be provided by BL.

Annexure -A: Schedule of quantity for the above work. Quantity is indicative & approximate only; may be increased by 10% over all or item wise. Quantities shall 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:

Party should have

- 1) **GST Registration,**
- 2) **PAN No.,**
- 3) **PF registration no**
- 4) **ESI No.**
- 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.5 Lakhs per year, pertaining to any of the last three financial years (ie 2014-15 or 2015-16 or 2016-17) shall be submitted as hard copy. In additions to the above order, the corresponding performance certificate for successful completion of the work shall also be submitted as hard copy.
- 6) **Work Supervision:** The contractor should depute knowledgeable supervisor with a minimum qualification of Diploma in Mechanical Engineering (preferably with relevant industrial experience in related jobs like, fabrication, erection of equipment, pipeline works, gear boxes, motors, pumps etc). Copy of certificate as documentary proof for qualification to be submitted along with the offer.

Signature of the Tenderer:

Date:

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Seal:

The entire job to be monitored and executed by the supervisor on day to day basis as instructed by BL representative- (Refer Clause 3.0 of Annexure-2 for the scope of work of the supervisor)

- 7) The tenderer should not have been blacklisted by any PSU/Govt. Department (a self-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 these registrations, relevant work experience, documentary proof work for work supervision & self-certification. 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. 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.10,000/-**(Rupees Ten 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 submission of necessary Security Deposit. EMD will carry no interest.

Signature of the Tenderer:

Date:

Seal:

- 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, successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order or violates the tender conditions, 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. Validity of offer

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

7. 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 works. **(Contact Person: Mr. K Manivarman- 044-25946576/ 9445229921 & Mr. P James- 044-25946572/ 984087616)**

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 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.

Signature of the Tenderer:

Date:

Seal:

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>.

HELPPDESK 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. Manisankar(Chennai)	chikkavarapu.manisankar@c1india.com	+91- 8939284159/044-25946556
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
4. Mr. Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
5. Mr. Ujjal Mitra	ujjal.mitra@c1india.com	+91-8986678058

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 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.

12. 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.

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

Signature of the Tenderer:

Date:

Seal:

14. 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.

15. 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 may be noted that the terms not mentioned in the offer shall be considered as per our tender terms and conditions only.

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.

16. 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.

17. EVALUATION OF BIDS:

The **on-line closed bids** shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria as per clause 2.0, alone will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate (Net of GST, if any as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to overall L1 quoted bidder including all the items.

18. AWARD OF CONTRACT

The contract will be awarded to the overall lowest quoted tenderer including all the items based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **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.

Signature of the Tenderer:

Date:

Seal:

19. Tender Document Submission: (excluding price bid)

Your offer shall comprise the following:

- **EMD for Rs. 10,000/-**
- **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

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced offer for Preventive Maintenance Work' should reach the undersigned at our Manali works at the following address on or before 27.09.2017.

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 Detail- 2 pages)
Annexure-2 (Terms and conditions- 12 pages)
Annexure -A: Schedule of quantities- 1 page
BG Format for EMD- 1 Page**

Signature of the Tenderer:

Date:

Seal:

CHECK LIST AND CONTRACTOR'S DETAILS

(1) EMD:

Have you enclosed EMD (If No the offer will be rejected)	: Yes / No	Documents enclosed DD / BG / copy of NSIC certificate
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Details on EMD :

(1) Prequalification Requirements :

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
GST Registration No.	:	Certificate copy
Whether doing/ already done jobs at BL Or at other companies	: Yes / No	Work Order Copy
Documentary Proof for Supervisor	:	Documentary proof for education qualification

(2) 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:

Vendor is requested to provide all the data in the table below, as 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.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

**** - relevant registration/certificate copies & statutory documents as per GST requirements shall be submitted.***

Signature of Tenderer :

Date:

Seal:

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 EARNEST MONEY DEPOSIT (EMD)

- (i) The Tenderer shall be required to submit an Earnest Money Deposit as specified in NIT (Bank draft drawn on a Chennai branch of any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd.) along with the tender and the same shall be returned to the unsuccessful tenderers after the selection of the successful tenderer. EMD shall be released after submission of initial security by the successful tenderer.
- (ii) If the successful tenderer 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.
- (iii) No interest shall be payable against Earnest Money Deposit.

3. SCOPE OF WORK/Requirement:

The broad scope of work involves preventive mechanical maintenance work at our SBU Leather Chemicals as directed by BL etc as detailed out in **Annexure-A**. Required manpower and tools & tackles required for executing the job as mentioned in Annexure- A shall be provided by Contractor (successful tenderer):

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

Apart from the tools and tackles, necessary safety measures like goggles, mask, helmet, gloves, safety belt, safety shoes etc shall be provided by the contractor to the workmen.

- 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)

Annexure-2

- None other than skilled workmen are to be employed. A properly qualified supervisor has to be posted for constant supervision of the job, while the work is proceeding
- 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.
- Gas cylinders should have cylinder trolley for movement and flash back arrestors are must.
- All lifting tools and tackles should have valid test certificate issued by competent authority
- Welding machines should have valid test certificate in last 6 months' time.
- 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 RATE

The rate will be inclusive of all costs towards engaging experienced personnel. **The rate should be kept firm during the period of contract.** The rate quoted should be in line with the Minimum Wages Act notified by Ministry of Labour, Government of India irrespective of piece rate or time rate.

5.0 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.

6.0 WORKING HOURS

SBULC work in 3 shifts on all working days except Sunday. However normally operations will be done during working hours **between 9 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.

As plant will not be operated on Sundays/Holidays, mostly these activities shall be taken up on Sundays and Holidays. The contractor should be in a position to take up the work on Sundays & Holidays.

7.0 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.

8.0 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.

9.0 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.

10.0 VALIDITY OF THE CONTRACT

The contract will be awarded on a total value of contract and the validity will be for **6 months from the commencement of work Or Till completion of value of contract awarded, whichever is earlier.** However, in the event of contract period getting over and the order value still pending, BL would have the discretion to extend the contract till the completion of the order value

It may be noted that in case of new contractors offering lowest rate, order will be issued initially for 3 months, which is subject to renewal for full term, based on performance.

11.0 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.

12.0 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.

13.0 SECURITY DEPOSIT BY WAY OF PERFORMANCE GUARANTEE/ CASH 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 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 to successful bidder, only on successful completion of the tendered service.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

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.

14.0 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.1000/- 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.

15.0 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

16.0 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

17.0 HSE REQUIREMENTS BY CONTRACTORS

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. As minimum Contractors must ensure the following:

Annexure-2

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
- e) The portable tools should be of fibre body and double insulated.
- f) All lifting tools and tackles should have valid test certificate.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. Balmer Lawrie & Co Ltd SBU-Leather Chemicals

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Medical fitness certificate needs to be submitted for all contract employee (Blood pressure, Vertigo test must for work at height people)

a. Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings. Helmet, full body safety harness with double lanyard and shock absorber to be used while at height.

b. Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- (i) Only approved full body harness and two shock-absorbing lanyards are used,
- (ii) Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,

Annexure-2

- (iii) Anchorage points must be at waist level or higher; and capable of supporting at least that weight,
- (iv) Lifeline systems must be approved by Owner before use.
- (v) Use of ISI marked industrial helmet at all point of time.

c. Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

d. Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- (i) Fabricated ladders are prohibited.
- (ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- (iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- (iv) Ladders will be lowered and securely stored at the end of each workday.
- (v) Ladders shall be maintained free of oil, grease and other slipping hazards
- (vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using. Lifeline can be used for anchoring.
- (vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Lifting Operations

a. Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements. Balmer Lawrie & Co Ltd SBU-Leather Chemicals

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

b. Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Annexure-2

Lockout Tag out (“LOTO”)

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Balmer Lawrie & Co Ltd SBU-Leather Chemicals

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

a. Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

b. Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

c. Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

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, encashment of Bank Guarantee 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 three 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 term of the Contract.
2. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item within the stipulated Delivery 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.

Signature of Tenderer :

Date:

Seal:

24.0 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.

25.0 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.

26.0 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.

27.0 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 :

COMPANY SEAL :

Signature of Tenderer :

Date:

Seal:

ANNEXURE-A
SCHEDULE OF QUANTITIES FOR PREVENTIVE MAINTENANCE WORK ON RATE
CONTRACT BASIS FOR 6 MONTHS

SL NO	DESCRIPTION	FREQUENCY	UNIT	QTY	RATE PER UNIT in Rs.	AMOUNT IN Rs.
1.0	Glass lined and SS Reactors				RATE TO BE QUOTED ONLINE ONLY	
	External and internal cleaning of the reactors by using cotton waste / detergent,dismantling and re - erection of gas sparger after cleaning, lubrication and tightening of pipes and fittings and valves, and pressure testing of steam , cooling water and air pipe line as per the standard, descaling of reactors and lubrication of Gear Box ajustment and replacement of 'V' Belts, descaling of reactors and photolamp glass assembly,Dismantling , flushing and refitting of thermosyphon chamber ,hydraulic hoses of mechanical seal etc., as instruction given by Engineer -in-charge	Once in a month	Nos	96		
2.0	Evaporators					
	Dismantling , Inside cleaning and re- fixing of innershell, and gas suction trap ,Cleaning Lubricating and testing of valves and fitting , pressure testing of Sulphur dioxide and chlorine pipe lines as per standard, testing and cleaning steam trapes , safety valves,globe valves and pressure gauges, Cleaning and luricating tonner weighing machines etc., as instruction given by Engineer -in-charge	Once in a month	Nos	78		
3.0	Wax Melter					
	External and internal cleaning of the wax melter,testing & lubricating of steam and air pipe lines, pressure gauges , safety valves ,steam trapes, replacement of defective valves and gasket etc.,as instruction given by Engineer -in-charge	Once in a month	Nos	24		
4.0	Scrubber / HCL absoption column					
	External and internal cleaning of HCL absorption columns and scrubbers columns,cleaning and tighting and lubrication of condensors,bellows, valves , pipes and fitting and Replacement of defective gaskets and flexible hoses etc.,as instruction given by Engineer -in-charge	Once in a month	Nos	36		
5.0	Cooling towers					
	Cleaning of top portion, cleaning , testing , tighting and lubrication of valves ,pipe lines and fitting. Testing of and lubrication of pumps, cleaning foot valves and filter.cleaning ,testing and lubrication of cooling fan gear box,connecting rod etc.,,as instruction given by Engineer -in-charge	Once a month	Nos	12		
A	SUBTOTAL-A					

Signature of Tenderer :

Date:

Seal:

ANNEXURE-A
SCHEDULE OF QUANTITIES – CONTD...

SL NO	DESCRIPTION	FREQUENCY	UNIT	QTY	RATE PER UNIT in Rs.	AMOUNT IN Rs.
6.0	Gear/centrifugal / scerw Pumps				RATE TO BE QUOTED ONLINE ONLY	
	Cleaning ,lubrication,tightening of aii bolts of pumps , pipelines, valves and fitting etc,as instruction given by Engineer -in-charge	Once in a month	Nos	120		
7.0	Testing of Pipelines					
7.1	Pressure testing of SO2/ Cl2 / Ammonia Gas lines by using Nitrogen / Air as per the standard as instructed by BL Engineer Incharge.	Once in six months				
	Sizes :					
a	1"		RM	200		
b	1½		RM	500		
c	2"		RM	100		
7.2	Leak Testing of various pipelines including valves / Strainer / Flanges/ Welded Joints of such as air, water, steam, process material transfer lines etc., as instructed by BL Engineer Incharge	Once in six months				
a	Size : ½" to 1"		RM	200		
b	1½ to 2"		RM	1000		
c	2"		RM	750		
d	3 "		RM	750		
7.3	Dismantling, cleaning and testing of all types of steam traps, valves, safety valves, refitting of the same etc., as instructed by BL Engineer incharge	Once in six months				
a	Size : ½" to 1"		Nos	100		
b	1½"		Nos	100		
c	2"		Nos	50		
8.0	Blenders					
	External and internal cleaning of blenders and cleaning, lubrication of valves, pipes and fitting, cleaning, testing and luricarton of gear box , adjusment/replacement of v belts etc.,,as instruction given by Engineer -in-charge	Once in a month	Nos	18		
9.00	MS/ FRP Storage tanks					
	Extrnal cleaning of tanks and testing ,lubrcation and tightening of pipelines, valves and fittings etc.,,as instruction given by Engineer -in-charge	Once in a month	Nos	90		
A	SUBTOTAL-B					
B	TOTAL BASIC PRICE- (A+B)					
C	CGST@9% ON C OR AS APPLICABLE					
D	SGST@9% ON C OR AS APPLICABLE					
	OR					
E	IGST@18% ON C OR AS APPLICABLE					
E	GRAND TOTAL (A+ (B+C) OR D)					

Quantity Tolerance: 10% applicable. Interchange/swap of quantities applicable

Signature of Tenderer :

Date:

Seal:

AWARD OF CONTRACT

The contract will be awarded to the overall lowest quoted tenderer including all the items based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **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.

NOTES:

1. A qualified supervisor to 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. The contractor to provide a Triplicate note book, at site, for site instructions.
6. For scaffolding work if any, only MS scaffolds shall be used. Bamboo scaffolding is strictly not allowed

Contact Person:		Telephone No:	
Email ID:		Mobile No:	
PAN :		PF No:	
GST Registration No:		ESI No:	

Signature of 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)