

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

**PH: 044 – 2594 6543 / 6542**

**FAX: 044 – 2594 1156 / 2594 5006**

**Ref:BL/LC/MAN/INSUL/LT/201718/0140**

**Date: 10.10.2017**

**Due Date: 24.10.2017**

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**

**NOTICE INVITING TENDER**  
**FOR THERMAL INSULATION WORK**

Balmer Lawrie invites **ONLINE e-bids** from experienced and resourceful mechanical contractors for carrying out Thermal Insulation Work at our SBU Leather Chemicals as per the details mentioned in Annexure-A.

**1. Scope of Work for Thermal Insulation Work:**

**A. TANKS, REACTORS & VESSELS**

1. Erection of scaffolding and removal of the same after completion of work including supply of Scaffolding materials.
2. Cleaning the surface of Equipments and application of one coat of Heat Resistant Aluminium paint of 250° C withstanding capacity.
3. Supply, Fabrication and fixing of MS Spacer rings with 25mm x 3 mm thick MS Flat to hold LRB Mattress.
4. Supply, Fabrication and fixing of Lightly Resin Bonded mineral wool mattress confirming to IS 8183 of Density 100 Kg/ M<sup>3</sup>, thickness **100mm** , backed on one side with G. I. Wire mesh and stitched with 22 SWG GI lacing wire.
5. Supply, fabrication and fixing of Aluminium sheet of **22 SWG** thick with proper Grooves & overlaps and secured with Self tapping screws.

**B. PIPE LINES, VALVES & NRV's.**

1. Erection of scaffolding and removal of the same after completion of work including supply of materials.
2. Cleaning the surface of pipelines, Valves & NRV's and application of one coat of Heat Resistant Aluminium paint of 250° C withstanding capacity.
3. Supply, Fabrication and fixing of Lightly Resin Bonded mineral wool mattress confirming to IS 8183 of Density 100 Kg/ M<sup>3</sup>, thickness **50mm** backed on one side with G. I. Wire mesh and stitched with 22 SWG GI lacing wire.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

5. Supply, fabrication and fixing of Aluminium sheet of **24 SWG** with proper grooves & overlaps and secured with Self tapping screws.

**Annexure -A:** Schedule of quantity for the above work. Quantity is indicative 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:**

Contractor should have valid

1. **GST registration;**
2. **PAN No.,**
3. **PF registration no,**
4. **ESI No.**
5. **Work Experience:** Bidders should have experience in Thermal Insulation work. Copy of Work order or work completion certificate for similar work pertaining to any of the three financial years (ie 2014-15, 2015-16 and 2016-17) shall be submitted as hard copy.

The offer will be rejected in the absence of these registrations, relevant work experience & 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: 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.**

Signature of the Tenderer:

Date:

Seal:

**4. EARNEST MONEY DEPOSIT**

Offer should be accompanied by a Demand Draft for **Rs.5,000/-**(Rupees Five thousand only) towards Earnest Money Deposit executed by any Scheduled. Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai.

**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. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. 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.
- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

**6. 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.

**7. Validity of offer:**

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

**8. Completion of Job:**

Thermal Insulation work shall be completed within 45 days from the date for issue of LOI/Service Order or site clearance, whichever is later

**9. LD Clause:**

LD will be charged @ 0.5% on basic value per week subject to max 5% on total order value on completion of job.

**10. Visit to our factory**

The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for the tendered work. **(Contact Person: Mr. K Manivarman - 04425946576)**

Signature of the Tenderer:

Date:

Seal:

**11. (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.

**12. 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>.

HELPDESK 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)	<a href="mailto:chikkavarapu.manisankar@clindia.com">chikkavarapu.manisankar@clindia.com</a>	+91- 8939284159/044-25946556
2. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@clindia.com">tuhin.ghosh@clindia.com</a>	+91-8981165071
3. Mr. Tirtha Das	<a href="mailto:tirtha.das@clindia.com">tirtha.das@clindia.com</a>	+91-9163254290
4. Mr. Ravi Gaiwal	<a href="mailto:ravi.gaiwal@clindia.com">ravi.gaiwal@clindia.com</a>	+91-022-66865633
5. Mr. Ujjal Mitra	<a href="mailto:ujjal.mitra@clindia.com">ujjal.mitra@clindia.com</a>	+91-8986678058

**13. 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.

**14. 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](http://www.balmerlawrie.com). The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

Signature of the Tenderer:

Date:

Seal:

**15. 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.

**16. PRICE BID TO BE UPLOADED ON-LINE ONLY (Refer 11 (b))**

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

**17. 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.

**18. 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.**

**19. 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**

Signature of the Tenderer:

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**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.

**20. AWARD OF CONTRACT**

The contract will be awarded based on the overall lowest (**L1**) quoted tenderer 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.

**21. 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 order copies or work completion certificates for past experience** etc as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages as a token of acceptance of the terms and conditions of the tender.

**Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Thermal Insulation Work' should reach the undersigned at our Manali works at the following address on or before 24.10.2017.**

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

Phone : 044 – 25946542 / 25946543  
Fax : 044 – 25941156  
email : a.arun@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**ARUN A**  
**Senior Manager (SCM)**

**Encl: Annexure-1 (Contractor Details)**  
**Annexure-2 (Terms and Conditions)**  
**Annexure-A (Schedule of quantity for Thermal Insulation Work)**  
**BG Format for EMD**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**CHECK LIST AND CONTRACTOR'S 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 :

**(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 : Yes / No  
at BL Or at other companies Work Order Copy

**(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 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.***



**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

**1.0 RATES AND OTHER ENTRIES:**

The rate will be inclusive of all costs including tools & tackles, safety measures and engaging experienced personnel. The rate should be kept firm till completion of the work. 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.

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.

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 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.

**3.0 SCOPE OF WORK/Requirement:**

**A. TANKS, REACTORS & VESSELS**

1. Erection of scaffolding and removal of the same after completion of work including supply of Scaffolding materials.
2. Cleaning the surface of Equipments and application of one coat of Heat Resistant Aluminium paint of 250° C withstanding capacity.
3. Supply, Fabrication and fixing of MS Spacer rings with 25mm x 3 mm thick MS Flat to hold LRB Mattress.
4. Supply, Fabrication and fixing of Lightly Resin Bonded mineral wool mattress confirming to IS 8183 of Density 100 Kg/ M<sup>3</sup>, thickness **100mm** , backed on one side with G. I. Wire mesh and stitched with 22 SWG GI lacing wire.

Signature of the Tenderer:

Date:

Seal:

5. Supply, fabrication and fixing of Aluminium sheet of **22 SWG** thick with proper Grooves & overlaps and secured with Self tapping screws.

**B. PIPE LINES, VALVES & NRV's.**

1. Erection of scaffolding and removal of the same after completion of work including supply of materials.
2. Cleaning the surface of pipelines, Valves & NRV's and application of one coat of Heat Resistant Aluminium paint of 250° C withstanding capacity.
3. Supply, Fabrication and fixing of Lightly Resin Bonded mineral wool mattress confirming to IS 8183 of Density 100 Kg/ M<sup>3</sup>, thickness **50mm** backed on one side with G. I. Wire mesh and stitched with 22 SWG GI lacing wire.
4. Supply, fabrication and fixing of Aluminium sheet of **24 SWG** with proper grooves & overlaps and secured with Self tapping screws.

The Contractor should provide Material test Certificate from suppliers for the all the materials

Required manpower and tools & tackles shall be provided by Contractor (successful tenderer)

Please note only Power and Water will be provided by us.

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)
- 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

*Signature of the Tenderer:*

*Date:*

*Seal:*

- 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 WORKING HOURS**

SBU-LC work in 3 shifts on all working days. However normally operations will be done during working hours **between 9 AM to 5.30 PM.** In case the above services are required before / after stipulated time/holiday/off days the contractor will be obliged to undertake the same without any additional charges.

#### **5.0 HOLIDAY**

The Contractor should strictly follow holiday list of SBU-LC for fixing holidays for his personnel deployed in the Company's premises ie., they shall follow Balmer Lawrie & Co. Ltd (SBU-LC) list of holidays

#### **6.0 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. Contractor shall visit the equipment at site before submitting the quote.

Signature of the Tenderer:

Date:

Seal:

## **7.0 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/SD 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.

## **8.0 AWARD OF CONTRACT**

The contract will be awarded based on the competitiveness of total value of contract based on the estimates provided in the e-portal.

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.

## **9.0 PAYMENT TERMS**

95% of the bill value will be payable by the Company after submission of Bills within 15 days, subject to clearance from operations in-charge, from the date of submission of bill accompanied by the relevant documents including ESI, PF challan copies. Appropriate tax, as applicable shall be deducted from the bill as per the Statutory regulations.

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 period, which shall be six (6) months from the date of completion as certified by the operations in-charge Or after six months of Defect liability period from the date of completion as certified by the operations in-charge 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.

Quantity as per Annexure-A are approximate only. Payment will be made on the basis of completed actual Measurements based on IS Standards.

### **Present tax structure: 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.**

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

*Signature of the Tenderer:*

*Date:*

*Seal:*

**10.0 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.

**11.0 PENALTY DUE TO NON PERFORMANCE**

The successful bidder shall nominate a supervisor who will be present during the operations and shall report to the nominated staffs of the Company.

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 bidder's bills. The company shall also be at liberty to recover in full charges incurred due to nonperformance from the Contractor.

If the work completion is delayed beyond the agreed period, LD is chargeable @ 0.5% on basic value per week subject to a max of 5% on total order value on completion.

Penalty of Rs. 500/- per day will be imposed if the contractor or his workers are found to be working without safety equipments as required for the above job.

**12.0 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 Manali, 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 through Bank transfer to successful bidder, only on successful delivery 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.

*Signature of the Tenderer:*

*Date:*

*Seal:*

**13.0 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

**14.0 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

**15.0 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.

*Signature of the Tenderer:*

*Date:*

*Seal:*

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.

#### **16.0 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.

#### **17.0 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.

#### **18.0 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.

#### **19.0 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.

#### **20.0 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.

*Signature of the Tenderer:*

*Date:*

*Seal:*

**21.0 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.

**22.0 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 the Tenderer:*

*Date:*

*Seal:*



**Schedule of Quantities for Thermal Insulation Work**

S.NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	RATE/UNIT IN Rs.	AMOUNT IN Rs.
	Including dismantling and removing of damaged insulations, cleaning the equipments & pipelines, painting with heat resistance paints and thermal insulation work			<b>RATE TO BE QUOTED ONLINE ONLY</b>	
1	Tanks, Reactors & Vessels with 100 mm thickness	SQ M	125		
2	Pipelines, Valves & NRV's with 50 mm thickness	SQ M	100		
<b>A</b>	<b>TOTAL BASIC</b>				
B	CGST@ 9% OR AS APPLICABLE				
C	SGST@ 9% OR AS APPLICABLE				
	OR				
D	IGST @ 9% OR AS APPLICABLE				
<b>E</b>	<b>G TOTAL (A+(B+C)+D)</b>				

**Note:**

- a. **Tenderer should visit the site before quoting for the tender**
- b. The above quantities are approx. only. It may vary +/- 10 %. Interchange or swap of quantities applicable. Payment will be made on the basis of completed actual measured quantity based on IS Standards as per IS 14164 of 94.
- c. Materials test certificates from suppliers to be produced for all the materials like Paint, LRB Matress & Aluminum Sheets
- d. Necessary materials, tools& tackles and consumables etc., required to carry out the above work is the scope of the contractor.
- e. Approved make of Heat Resistant Paints- Hi Build / Asian / Berger / Cipy

**AWARD OF CONTRACT:**

- a. The contract will be awarded based on the overall lowest quoted tenderer (**L1**) of total value of contract based on the estimates provided in the PRICE SCHEDULE as above.
- b. 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:

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 (herein 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)

We, ..... (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)