

Limited Tender : 1070LE0167 dtd 10.10.2017

Please note "Response from Registered Vendors alone will be accepted" for participation in this Limited Tender.

In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.

Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. "

Dear Sir,

Our Industrial Packaging Division at Chennai has around 10 PLC's of SIEMENS make such as **S7-300 PLC, S7-200PLC, KPT600 HMI, and TD200 HMI** installed in various workstations. Sealed offers are invited from Authorized SIEMENS Dealers / System House for **Repair, Service & Maintenance of PLC (SIEMENS) during breakdown / on need basis** in Barrel Plant, **Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068.** **Terms & Conditions** and **Bid Form** along with this enquiry.

The bidders may visit our plant for better understating on the nature of work before participating in the tender. In case of clarification, the bidders may contact **Mr. Praveen Kumar, Jr. Officer (Electrical) 9444861761 / 2594 6644** during office hours between 10.00AM and 4.00PM.

Completed tender form by the bidders in all respect **duly sealed** and super scribed as **"Tender for Repair, Service & Maintenance of PLC during breakdown / on need basis"** should be forward to

Executive (Purchase)
M/s. Balmer Lawrie & Co. Ltd.,
(A Govt. Of India Enterprise)
Industrial Packaging
32, Sathangadu Village, Manali,
Chennai – 600 068, Tamilnadu

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

Details of the tender are also available in our company's website **www.balmerlawrie.com.**

The **last date for submission of bid** for the above tender is on or before **21.10.2017 @ 3.00PM.**

Thanking you

Yours faithfully
for Balmer Lawrie & Co. Ltd.

(T.S. Elangovan)
Executive (Purchase)
☎-044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

Balmer Lawrie & Co. Ltd. GST No.	:	3AABCB0984E1Z2
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TERMS AND CONDITION

1. The term **"Company (or) BL"** wherever mentioned in the tender document refers to **"BALMER LAWRIE & CO. LTD."**
2. The term **"bidder"** means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. **Period of Contract: October 2017 to September 2018.**
However, the contract shall be extended as per tender terms with mutual agreement with the successful bidder **for further period / till exhausting the balance order quantity whichever is later.**
4. The offer shall be submitted in our enquiry format only and any conditional offers will not be accepted.
5. The offer must be kept valid for a minimum period of **60 Days from** the date of opening the offer.
6. The rate quoted by the successful bidder shall remain valid during the tenure of the contract period, no rate increase will be considered, except for change in statutory levies imposed by Union / State Govt. / Local authorities.
7. Payment: **Within 30 days from the date of submission of bills along with service report.**
8. **Penalty Clause:** Any failure on the part of the successful bidder to carry out the job as per tender requirement will be viewed seriously. Further, the company reserves the right to execute the job at the then prevailing market rates and the additional cost if any incurred in this process will be recovered from the successful bidder. Also the successful bidder may be debarred from participating in future tenders of the company.
9. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
10. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
11. The company would not carry out any negotiations except with such bidders who is / are the lowest quoted bidders originally. As such it would be in the interest of the bidders to quote the lowest possible rate.
12. 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.
13. **Subletting / Transfer:** The successful bidder shall abide by and comply with the instructions that may be given by the company from time to time in connection with executing the contract and shall not be allowed to sublet or assign or transfer full or any part the contract without our prior written permission from our company.
14. **Cancellation of Tender:** In the event of unsatisfactory performance of developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the Company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at Company's discretion.
15. 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
16. **STATUTORY COMPLIANCE / DISCIPLINE OF EMPLOYEE:** The bidder will be responsible for the statutory compliance e.g. PF, ESI, Workmen compensation / discipline of his employees inside our factory. The contractor will be deemed to be the ultimate employer of his men.
17. **Safety:** Our division is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS.
18. **Force Majeure:** Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, war fires, floods, riots or illegal strikes.
19. **HSE REQUIREMENTS BY CONTRACTORS**
 - a. **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.
 - b. **Confined Space**
 - d. **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:
 - 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.

e. Tools, Equipment & 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.

d. Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

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.

e. 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.

f. Fall Protection Systems

1. Where fall protection systems are used then the Contractor must ensure the following is applied:
2. Only approved full body harness and two shock-absorbing lanyards are used,
3. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
4. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
5. Lifeline systems must be approved by Owner before use.
6. Use of ISI marked industrial helmet at all point of time.

g. 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.

h. 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.
- vii. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.

i. Lifting Operations

1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.
2. 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.

j. 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.

k. 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.

l. 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. Flashback arrestor to be used to prevent any explosion due to back fire.

m. 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.

n. 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. 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.

- o. 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.**

p. Environmental Requirements

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.

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

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, vapors.

20. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5,000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

21. 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.

BID FORM**1070LE0167 dt. 10.10.2017 due on 21.10.2017**

SNo.	Description of Work	[A] Estimated Man Days	[B] Unit Rate Rs. / Man Day	[A x B] Total Amount Rs.
Repair, Service & Maintenance of PLC (SIEMENS) during breakdown / on need basis in Barrel Plant, Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068.				
1	Required during Normal Working Hours (Full Day) (9.00AM to 5.30PM)	10		
2	Required during Normal Working Hours (Half Day) (First (or) Second Half)	20		
* Total Cumulative Amount (SNo.1 & 2)			Rs.	
Good & Service Tax			%	
Nature of Job: <ol style="list-style-type: none"> The successful bidder has to provide trained Service Engineer / Technician for attending / resolving problems in SIEMENS S7-300 PLC, S7-200PLC, KPT600 HMI, TD200 HMI, Digital Input / Output Modules (the division has 12 such PLC's) against our call up. The above Service personal may be deputed within 4 to 6 hours of informing on the breakdown / requirement from company. The successful bidder has to modify programs in PLC in case of requirement from company in the plant. The payment would be on per visit basis and the successful bidder has to provide trained Service Engineers / Technicians who are capable of trouble shooting / resolving the the problem during the visit itself. Only under exceptional situation the visit can be extended. To and fro and any other incidental charges involved in the above work are to be borne by the successful bidder and accordingly the bid to be submitted. The Service Engineers / Technicians provided by successful bidder has to have their own Laptop, Connecting Cables & Software required towards attending to trouble shooting / resolving the the problem in PLC's. Only the bids from Authorized Dealers of SIEMENS (or) System House of SIEMENS will be accepted by company. The bidders should provide a valid Dealership / Authorization certificate issued M/s. SIEMENS Ltd., The above are the brief scope of work. However, the bidders tenderer are requested to visit the factory to ascertain the nature / quantum of job prior to submitting their bid. Company's normal working hours would be between 9.00AM and 5.30PM. However, depending upon the operational needs, the above work may be carried out after 5.30PM and up to 10.00PM in the evening or from 6.00AM onwards in the morning according to job requirement. 				
1. AWARD OF CONTRACT: <ol style="list-style-type: none"> The lowest rate would be arrived considering the lowest *Total Cumulative Amount as mentioned above. 100% order will be placed on the lowest [L1] quoted bidder. 				
2. As per tender terms, on mutual agreement with the successful bidder the company shall extend the contract period / till exhausting the balance order quantity whichever is later.				
3. If required, the company shall make quantity swap between the categories of work against SNo.1 & 2 in case exigency.				
P.F. Registration Number		Contact Person / E-Mail ID		
E.S.I. Registration Number		Telephone / Fax Nos.		
GST Registration No.		PAN No.		
We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same				
Signature of the contractor with Seal & Date				