

(A Government of India Enterprise)
SBU: Greases & Lubricants Division
MANALI, CHENNAI 600 068, Ph 044-25946621/24302559, email id: <a href="mailto:srinivas.pcs@balmerlawrie.com">srinivas.pcs@balmerlawrie.com</a>
www.balmerlawrie.com

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#### LIMITED TENDER

DISPOSAL OF SCRAP ADDITIVE EMPTY MS DRUMS/ HDPE DRUMS "AS IS WHERE IS BASIS" AVAILABLE AT GREASES & LUBRICANTS DIVISION, MANALI, CHENNAI.

Dear Sirs,

Balmer Lawrie & Co. Ltd is a leading manufacturer of Greases, Lubricants & Specialties in India. The company wishes to dispose of scrap materials as listed below on "As is where is basis" from their factory at Manali-Chennai.

#### PRICE:

The price offered by the tenderer should be kept firm till complete execution of our entire order quantity and it should be given in the format/annexure attached herewith.

**MATERIAL CLASSIFICATION:** Various categories of scrap items with approx. quantities covered by this tender are listed below in the annexure attached. The scarp materials may be inspected by the bidders between 10.00 AM to 3.00 PM up to 23<sup>st</sup> APRIL 2018 after prior intimation with our **Manager [Stores & Dispatch]-Shri.A. Dhanasekaran** - Phone No 044-2594 6625 / 9444914109. The representative calling for inspection shall bring our tender form.

S.No	Description of Material(in brief)	Estimated Qty [Nos]	Unit Rate [Rs]	Remark		
1)	Scrap-210ltr Empty MS tight Head	350 +/-20%				
	drums					
2)	Scrap-210ltr Empty Open Top	150 +/-20%				
	with or without lid					

## **NOTE:**

- 1. POLLUTION CONTROL CERTIFICATE REQUIRED FOR THESE ITEMS.
- 2. GST 18% EXTRA

**EARNEST MONEY DEPOSIT (EMD):** Rs. 10,000/= towards EMD along with offer, please remit **EMD as under for all items** by means of Demand Draft in favor of "**Balmer Lawrie & Co. Ltd.**" payable at Chennai. This shall be free of interest and refundable to unsuccessful tenders after finalizing the order. Offers received without EMD will be rejected.

**PRICE:** While submitting your offer, please maintain Company's unit for rates for the items as indicated above. Your quoted rates shall be ex-our works and Exclusive of GST. The contractor shall provide the required labour force, tools, tackles, trucks etc., to load/remove the scrap from our factory on "AS IS WHERE IS BASIS". Any change in the quoted rate after tender opening or reduction in the finalized rates after negotiation shall not be permitted under any circumstances. Your offer should be valid for acceptance within 30 days from the date of tender opening.

**SECURITY DEPOSIT (SD)**: Successful tenderer shall be required to remit 5% or minimum of Rs.10000/= as **SD for any all items indicated** by means of Bank Draft/Pay order drawn in favour of **Balmer Lawrie & Co., Ltd**., payable at Chennai within seven days from the date of our Disposal Order. In case of non- receipt of SD from the successful tenderer within the stipulated time the EMD lying with us shall be forfeited. SD shall also be forfeited in case of failure to abide by the terms and conditions of the contract. The deposit will be refunded only on satisfactory completion of the contract.

**PAYMENT**: All payment for scrap shall be made in advance before removal by a Bank Draft / Pay order. In case of payment by cheque, delivery of scrap will be effected only after the cheque has been realized. In case of cash payment, it should be remitted at our Cash counter at our Manali Administrative office before 3.45 PM and cash receipt obtained before taking delivery [one day in advance]

**EXECUTION**:The contractor should completely remove the accumulated scrap on issue of Disposal order & further accumulations on fortnightly basis after prior intimation to our **Manager [Stores&Despatch] - Shri. A Dhanasekaran [Phone 044-25946625 / 9444914109].** The contract is valid up to **27th JUNE 2018** Your labour shall abide by the factory security & safety regulations and entry inside the factory would be only against authorized Gate Pass. Any statutory payments like ESI, PF, Insurance, etc., for the employees engaged by you shall be covered by you and tenderer will submit copy of documentary evidence on receipt of sale order. In case of any accident or injury to your personnel inside our premises, we shall not be liable to pay any damages nor entertain any legal claim arising therefrom. All weighments (Gross & Net) if necessary, shall be carried out at our factory and such weighment will be final.

Tender document is issued in duplicate and one set duly signed, on all pages by the authorized person of the tendering firm, in token of acceptance of the terms & conditions shall be submitted along with your price offer and EMD.

Tender document may also be downloaded from our website and one set duly signed, on all pages by the authorized person of the tendering firm, in token of acceptance of the terms & conditions shall be submitted along with your price offer and EMD.

In the event of contractor not adhering to the terms and conditions of the contract, we reserve the right to cancel the contract and dispose the items to others, in which case the security deposit will be forfeited. After award of the contract, inspection by any party other than nominated representative of the successful bidder shall not be allowed. Unauthorized persons shall not be allowed to accompany the successful tenderer's nominated representative for the inspection or supervision of clearing and loading of scrap materials.

The company reserves the right to award the contract to one or more parties and is not bound to accept the highest offer. The Company reserves the right to accept / reject any or all offers received without assigning any reasons. In case of any dispute, the company's decision shall be final.

Clarifications can be obtained in person/writing from the undersigned during working hours before the last date of submission of tender.

## ARBITRATION:

If any dispute arises between the parties as to the interpretation of the terms of the contract the same shall be referred to an arbitrator of BL. The arbitrator shall be nominated by BL and the award/ decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996.

**TENDER SUBMISSION:** Offers should be submitted in sealed envelopes superscribing "GLC/TE18/002/DISPOSAL SCRAP EMPTY MS DRUMS" The Tender shall be deposited in the tender box of the company or sent by Registered Post /Courier to reach the undersigned on or before due date and time.

NOTE: Contractor and employee should wear safety shoes before entering factory to avoid penalty

[PCS SRINIVAS]
CHIEF MANAGER [SCM]
Balmer Lawrie & Co. Ltd, SBU: G&L
32 Sattangadu Village
Thiruvottiyur-Manali Road, Manali
Chennai 600 068. Phone No: 044-2594 6621//24302559/9445160082
Email ID: srinivas.pcs@balmerlawrie.com

# CONTRACTOR'S GENERAL OBLIGATIONS REGARDING WORKMEN [WHEREVER ANY PERSON OF ANY CONTRACTOR IS REQUIRED TO BE WORKING IN THE FACTORY / OFFICE PREMISES]

Workmen will be engaged by the Contractor based on the work to be carried out from time to time. The General Obligations of the Contractor in this respect are given hereunder:

However, the following details/statement of obligations are not exhaustive.

- 1) The contractor will ensure that all legal requirements in relation to Contractor Labour[R&A] Act 1970, Workmen Compensation Act, ESI Act, Provident Fund & Miscellaneous Provisions Act and other laws as applicable to the Company from time to time are complied with by the Contractor.
- 2) The contractor will ensure and carryout his job safely. The Contractor will be liable to Company for any damage to the properties of the Company by the Contractor or his agent/employees while carrying out the job as detailed above and make good the same to the Company through payment as may be assessed by the Company.
- 3) Workmen employed by the Contractor will be directly supervised and controlled by the Contractor.
- 4) The Company will not be responsible for any liabilities towards the workmen employed by the Contractor.
- 5) The Contractor will ensure that his employees wear the Safety appliances provided by the Contractor and that adequate safety precautions are taken by them while carrying out their work in the factory premises.
- 6) The Contractor will make his own arrangements for their transport, food and accommodation and any other facility if required.
- 7) The Contractor will provide the company a list of workmen who are required to carry out the work within the factory premises against which the Company will be providing them with gate passes. The Contractors workmen will have to furnish the same at the Security check for entry into the premises. The Contractor will ensure that workers other than the names registered by them with the company / authorities are not employed.
- 8) The Contractor will be responsible for discipline and behavior of their workers. The Contractor will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis.
- 9) The Company will have privity of Contract with the Contractor only and will give instructions to the Contractor or his authorized Manager/ Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Contractor.
- 10) The Contractor shall pay his workers their wages and other dues etc., regularly and punctually and within the time limit s stipulated in the Contract Labour [R&A] Act, Minimum Wages Act and Payment of Wages Act.
- 11) The Contractor shall meet all statutory payments like ESI, PF etc.
- 12) If the Contractor's workmen, representatives, agents etc. do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and /or require such person to be removed from the premises forthwith.
- 13) The Contractor will be liable to indemnify/ reimburse the Company all the money paid in addition to the expenses incurred by the Company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.

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Name of Contractor:	Signature

Date:

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Page 4 of 4