

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 / 6542

FAX: 044 – 2594 1156 / 2594/5006

Tender Ref: BL/LC/MAN/SERV/LT/201819/0109

Tender date: 10.7.2018

Due date : 21.07.2018

To

NOTICE INVITING TENDER
FOR SUPPORT SERVICES AT SPRAY DRIER UNIT
ON RATE CONTRACT BASIS

Balmer Lawrie invites online tenders from experienced and resourceful Contractors for Providing Support Services at our Spray Drier Unit located in Syntan Plant on rate contract basis for **9 Months (from AUGUST 18 to APRIL 19 tentatively)** at our SBU Leather Chemicals, Manali, Chennai-68.

Note: Offers from new contractors, who fulfill the eligibility criteria as per the tender requirements shall also be considered for this tender.

1. Scope of Work:

The scope of work under this tender shall be as briefed in **Annexure-2** .Total quantity is **2000 MT +/- 10%** which is only indicative and estimated for **9 months**.

2. Prequalification requirement:

Party should have

1. **GST Registration,**
2. **PAN,**
3. **PF and**
4. **ESI No.**

Relevant certificate copies should be submitted as hard copies with self-attestation.

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, litigation history or financial failures etc.

3. Taxes & Duties:

All taxes, duties, levies etc are extra as applicable. Contractor has to give their rates as per the format in our e-procurement website.

Signature of the Tenderer:

Date:

Seal:

Present tax structure:

Presently CGST@9%+SGST@9% or IGST@18% for Chemical Product Manufacturing Services under SAC code: 998842 or as applicable. **(Vendor need to provide the relevant SAC Code for the tendered service)**

The vendor 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 executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.5,000/-** (Rupees Five 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 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. **EMD is exempted for SSI units registered under MSME / NSIC. Declaration of Unique Aadhar Memorandum (UAM) number by MSME bidders on Central Public Procurement Portal (CPPP) failing which such bidders will not be entitled to enjoy the benefits as per Public Procurement Policy for MSE's Order 2012. Hence Copy of UAM certificate should be enclosed for claiming exemption from EMD.**

5. Non Conformance:

The tenders not conforming to the above mentioned requirements stated under Cl:2 and 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 for submission of tender **(ie. From 21.07.2018)**.

7. 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. M Murugan – 044-25946570/09444363028)**

Signature of the Tenderer:

Date:

Seal:

8. 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 need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

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.in>

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. 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

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

14. 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.

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

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 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 who fulfill the eligibility criteria will also be considered for this tender.

15. CONFLICT OF INTEREST:

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage

16. EVALUATION OF BIDS:

Price given in the e-portal as per **Annexure-A** shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and 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 L1 quoted bidder.

17. AWARD OF CONTRACT:

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

18. 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.

19. TENDER DOCUMENT (EXCLUDING PRICE BID) SUBMISSION:

Your offline document (excluding price bid) shall comprise the following:

- A **covering note** in your letter head
- **EMD** for Rs.5,000/- by DD or BG
- **Annexure-1** duly filled in, signed with seal
- **Annexure-2** duly signed with seal in all the pages
- Relevant self attested **copies of certificates of registration** as per prequalification

Signature of the Tenderer:

Date:

Seal:

requirement.

Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Support Services at Spray Drier Unit at SBULC' and should reach the undersigned at our Manali works at the following address on or before **21.7.2018**.

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

Phone : 044 – 25946543 / 25946500
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for **BALMER LAWRIE & CO LTD**

T.INDHIRA
SR.MANAGER (C)
Encl: Annexure-1 (2 pages)
Annexure-2 (9 pages)
Annexure-A (1 page)
BG format for EMD (1 page)

NOTE: Any queries related to scope of work, the tenderer shall contact Mr. M Murugan (**044-25946570/09444363028**)

Signature of the Tenderer:

Date:

Seal:

CHECK LIST AND CONTRACTOR'S DETAILS

CHECK LIST

		Documentary proof enclosed
Have you enclosed EMD (If No the offer will be rejected)	: Yes / No	DD
Do you have GST, PF, ESI and PAN No. (if No the tender is liable for rejection)	: Yes / No	

DETAILS

(1) Prequalification Requirements:

PF Registration No.	:	Certificate copy
ESI Registration No.	:	Certificate copy
PAN No.	:	PAN card copy
GST Registration No.	:	Certificate copy

(2) Others:

Name of the Company/Firm	:	
Name of contact person	:	
Phone no.of contact person	:	
Address of the Company	:	

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 Govt.department/PSU in Tamil Nadu or in any State due to any reason.

Signature of the Tenderer:

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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.**

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Date:

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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.

3.0 SCOPE OF WORK:

The brief scope of job for the tender involves, supporting the operations at the spray drier facility at our syntan plant for drying the liquor syntan intermediates into dry powder and packing it in required bags. The detailed scope of job related to operations as follows

- Supporting the operations at Spray Dryer with maintaining the process parameters like Temperature as per the specified norms given by our production representative
- Timely collection of sample for Quality parameter analysis of intermediates (liquor) / dried powder and finished goods for proceeding to next step/packing
- Packing of direct spray dried finished goods on complete quality clearance, in the required packing material & stitching the same as instructed by BL in HDPE/ Paper Bags with weightment. Shortage complaint/claim in weightment will be charged to the contractor.
- Packing of spray dried intermediates on complete quality clearance, in the required packing material as instructed by BL in HDPE/ Paper Bags with weightment.
- Finished products/intermediates stacking / storing should be done in the designated area by the contractor as instructed by BL production representative

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- Repacking of finished goods and trading goods
- Arranging filled bags in order at designated area
- Arranging empty bags in order at designated area
- If the services are required beyond the standard working hours, the contractor should be ready to deploy their workmen without any additional charges.

The support services for operations at the spray drier unit shall be continuous without any interruptions in production. Above job includes carrying out day to day preventive maintenance of equipments, as per the check list provided by BL, as required, carrying out repair work of equipments (required materials for carrying out the repairs would be provided by BL), upkeep of equipments, keeping the working area free from oil and dirt. Working area and all equipments to be kept clean. **DRYER, DRYER ROOM FLOOR TO BE KEPT CLEAN, DRY & PRESENTABLE.**

Maintenance Related Activities (as per the instruction of BL production representative):

- Cleaning of spray drier chamber & its ducts
- Cleaning of spray dryer and its ducts
- Bagging machine and its assembly maintenance
- Equipment cleaning/dusting to be done every day
- Cleaning and keeping the spray drier operating area
- Cleaning to be done everyday

3.1 Storage of Intermediates and finished products.

The raw materials, intermediates and finished Products should be stored in a designated place in an identifiable and retrievable manner as directed by the BL nominated staff in charge.

4.0 Deployment of Personnel:

Our requirement is approx. **70-80 MT** per month. It is the contractor's responsibility to personally visit the facilities and estimate the manpower required to carry out above referred jobs to give the desired output of **2-3 MT per day**. BL will ensure raw material availability. It is contractor's responsibility to run the plant without any delay to get the desired output. BL will not take any responsibility for any interruption/production loss due to the tendered service the given scope of job. If there is any production loss then the same will be deducted from the contractor's monthly bill.

It is in the scope of the contractor to ensure safe and careful handling of the raw materials, intermediates, packing materials & finished goods to follow better quality practices and quality consistency of the finished goods. Any quality complaints arising in the intermediate/packing material/finished good due to rough handling of the materials will be deducted from the contractor's monthly bill.

-All health, safety and environment regulations to be followed. Appropriate PPEs such as goggles, mask, helmet & safety shoes shall be provided by the contractor to their workmen. A penalty of Rs 500/- per day will be imposed if the contractor or his worker is not found to be wearing safety equipments. 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.

- Attendance, Punctuality & discipline of the work men will be entirely in the scope of the contractor.

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- For carrying out the above job, it is estimated that 3 unskilled manpower would be required for general shift operation or in shift timings as directed by BL.

The successful bidder has to arrange for alternate workforce to meet absenteeism amongst their workmen.

- Supervision of the job would be within the scope of the contractor. One among the three unskilled workmen should supervise the operations.

Normal working hours: 6.00 am to 2.00 pm – First shift
2.00 pm to 10.00 pm – Second shift
9.00am to 5.30 pm- General shift

5.0 Charges:

Charges are to be given on per MT basis only i.e., production output. The contractor has to consider all their additional expenses and give their best offer. Contractor has to substitute required manpower to overcome absenteeism among their workmen. No extra charges like over time etc. will be paid.

6.0 RATE

The rate will be inclusive of all costs towards engaging suitable 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. The current minimum wage declared by the Central Govt. is **Rs.553/-** per manday for Unskilled workman.

NO ESCALATION IN RATES APPLICABLE

7.0 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.

8.0 WORKING HOURS

SBU-LC work in 3 shifts on all working days. However normally operations will be done during working hours **between 6 AM to 10.00 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.

9.0 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.

10.0 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

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different. If the volume of work is less than the estimated volume, due to unforeseen market conditions, the contractor would be assigned to other production related jobs within the Leather Chemicals Division and the contractor should be ready to take up the job. The contractor should also be prepared to increase the manpower in case volumes of business are higher than anticipated without seeking extra cost.

11.0 AWARD OF CONTRACT

The contract will be awarded based on the competitiveness of total value of contract based on the estimated quantity and rates given as per **Annexure-A** in the e-portal.

If required, the Company would carry out negotiation with the contractors and it would be in the interest of the tenderers to give their most competitive rates.

12.0 VALIDITY OF THE CONTRACT

The validity of the contract shall be **for 9 months from commencement of work (tentatively from August 18 – april 19) or till completion of total order value, 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 contractor or contractors under development offering lowest rate, order will be issued initially for one month which is subject to renewal for full terms, based on satisfactory performance.

13.0 PAYMENT TERMS

Payment shall be made within 15 days from the date of submission of fully certified 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 for the previous to previous month, verified by concerned HR representative 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.

Retention Money:

An amount of 5% from the monthly bill value would be deducted from the contractor as retention money and kept with us to meet any eventuality on account of failure on the part of contractor to meet the contractual requirement. The same will be returned to you after six months from the completion of contract period

Present tax structure:

Presently CGST@9%+SGST@9% or IGST@18% for Chemical Product Manufacturing Services under SAC code: 998842 or as applicable. **(Vendor need to provide the relevant SAC Code for the tendered service)**

The vendor 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.

14.0 ANTI-PROFITEERING CLAUSE:

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of

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inputs tax credits be passed on to the customer by way of commensurate reduction in rates/prices. Vendors/Contractors to take note of the same and pass such benefits to BL while quoting their rate/price.

15.0 SECURITY DEPOSIT BY WAY OF PERFORMANCE GUARANTEE/ CASH DEPOSIT

Successful tenderer shall submit security deposit equivalent to 5% on total contract value (rounded off to the nearest thousand rupees) within 15 days from issue of LOI / WO. SD shall be submitted in the form of a/c payee pay order / demand draft / non revocable BG to cover loss / damage of materials / property during handling at SBU-PC, 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 shall be refunded three months from successful completion of the 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 till the required security amount is built.

Forfeiture of SD amount :

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.

16.0 PENALTY DUE TO NON PERFORMANCE / ABSENTISM / NON-ADHERENCE OT SAFETY RULES

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.

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

The tenderer has to strictly adhere to the safety requirement as per **clause 4.0** 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. The contractor should give a written explanation if any of his worker is found to be

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working without PPE in the safety surveillance areas in the plant.

Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor

17.0 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

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. 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), Factories 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.

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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.

21.1 Damage Clause:

The bidder would be fully responsible for the damage of any of the materials including raw materials, intermediates; semi-finished goods, finished goods and packing materials etc., during the operations. The total value of the damage will be debited from the contractor's bills.

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 one clear month notice in writing.

Signature of the Tenderer:

Date:

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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.

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.

23.0 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.

25.0 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.

26.0 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.

Signature of the Tenderer:

Date:

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Seal:

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:

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Seal:

Annexure-A

Price schedule for Providing Support Services at our Spray Drier unit located in Syntan Plant

S. No	DESCRIPTION	UNIT	APPROX QNTY	RATE/MT in Rs.	AMOUNT in Rs.
1	Charges for providing support services at Spray Drier Unit at our syntan plant (scope of job mentioned in clause 3 & 4 in Annexure 2 of the tender document)	MT	2000		TO BE QUOTED ON ONLINE ONLY
A	TOTAL BASIC PRICE				
B	CGST@9% ON A				
C	SGST@9% ON A				
	OR				
D	IGST@18% ON A				
E	GRAND TOTAL (A+ (B+C) OR D)				

Qty tolerance 10% applicable

The order would be finalized on the lowest quoted tenderer (L1) based on the Grand Total as mentioned above.

Signature of the Tenderer:

Date:

Seal: