

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

**PH: 044 – 2594 6543 / 6500 / 6542**

**FAX: 044 – 2594 1156 / 2594/5006**

**Tender Ref: BL/LC/MAN/FRKLFT/LT/201819/0020**

**Tender date: 18.04.2018**

**Due date : 02.05.2018**

**To**

**NOTICE INVITING TENDER  
FOR PROVIDING FORKLIFT OPERATOR/DRIVER AT SBULC**

This **online e-tender** is issued by Balmer Lawrie & Co. Ltd (BL), Chennai (hereinafter known as The Company) for appointing contractor for providing one Forklift Operator/Driver at SBULC for a period of one year (Tentatively from **June '18- May '19**)

**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. Contingency tolerance of 10% on total value of the contract is applicable**

**2. Prequalification requirement:**

1. **The forklift operator/driver provided for the contract should hold relevant & valid Heavy Vehicle Driving License and should be medically fit.**

The Contractor should have

2. **GST registration,**
3. **PAN No.,**
4. **PF and**
5. **ESI No.**

The offer will be rejected in the absence of valid driving license, medical fitness certificate and above registrations. Relevant certificate copies should be submitted as hard copies with self-attestation.

**3. Taxes & Duties:**

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

**Present tax structure:**

Presently CGST@9%+SGST@9% or IGST@18% for such services or as applicable.

**VENDOR NEED TO SPECIFY THE RELEVANT SAC CODE FOR THE TENDERED SERVICE IN THEIR OFFER CLEARLY**

*Signature of the Tenderer:*

*Date:*

*Seal:*

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 / irrevocable bank guarantee (as per BL format) 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. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.
- d. For the unsuccessful bidders, the EMD will be refunded only after the order is released on the successful bidder.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- g. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

**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 02.05.2018)**.

**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: R Gopi-044-25946574, S Nagarajan- 044-25946573/ T Indhira-044-25946564)**

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. 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>

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.dot.manisankar@clindia.com">chikkavarapu.dot.manisankar@clindia.com</a>	044-25946556/ +91-8939284159
2. Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@clindia.com">tuhin.ghosh@clindia.com</a>	+91-8981165071
3. Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@clindia.com">tirtha.das@clindia.com</a>	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha.dot.ghosh@clindia.com">partha.dot.ghosh@clindia.com</a>	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.dot.shimpi@clindia.com">ujwala.dot.shimpi@clindia.com</a>	+91-022- 66865608

**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 and our 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.

**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 as per clause 2.0, alone will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate including both the items (Net of GST, 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 overall lowest quoted (L1) tenderer (including both the items) of total value of contract based on the estimates provided in the PRICE SCHEDULE, **Annexure-A**.

If required, the Company would carry out negotiation, only with the lowest quoted tenderer 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/ registration** etc as per prequalification requirement.

**Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Annual Rate Contract for Providing Fork Lift Driver' and should reach the undersigned at our Manali works at the following address on or before 02.05.2018.**

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

Phone : 044 – 25946543 / 500  
Fax : 044 – 25941156  
email : a.arun@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**Senior Manager (SCM)**

**Encl: Annexure-1 (3 pages- Vendor details)  
Annexure-2 (8 pages)  
Annexure-A (1 page)  
BG Format for EMD (1 page)**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**CHECK LIST AND CONTRACTOR'S DETAILS**

**CHECK LIST**

		<b>Documentary proof enclosed</b>
Whether doing/ already done job contract at BL Or at other Chemical companies	: Yes / No	Work Order
Have you enclosed EMD (If No the offer will be rejected)	: Yes / No	DD/BG
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
Medical Fitness Certificate	:	Certificate of 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 PSU/Govt. department in Tamil Nadu or in any State due to any reasons.

*Signature of the Tenderer:*

*Date:*

Page 1 of 2

*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 shall be submitted.**

Signature of the Tenderer:

Date:

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Seal:

**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

**1.0 Rates and Other Entries:**

The tenderer should quote for all items in the prescribed format (Annexure-A) **ONLINE** in the e-portal <https://balmerlawrie.eproc.in> Quantity indicated are approximate and taken for rate contract only.

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized 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 scope of work of the Fork Lift driver includes

- Issues of raw materials, intermediates etc., from stores to shop floor of production area including empty barrels
- Shifting/Stacking of intermediates/finished goods at designated places including scrap barrels (empty raw material barrels generated out of production process) as instructed by BL
- Loading of finished goods on customer trucks/containers for dispatch as instructed by BL dispatch in-charge from finished goods storage yard within SBULC premises at Manali.
- Unloading of raw materials as and when required as instructed by BL
- Contingency jobs where fork lift is required as instructed by BL
- The fork lift operator should take care of the preventive maintenance of the fork lift on daily basis. Consumables/spares etc as required for the maintenance of the fork lift shall be provided by BL.
- The forklift driver has to clean the forklift daily on regular basis.

*Signature of the Tenderer:*

*Date:*

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*Seal:*



**Note:**

The contractor has to issue the required empty packing materials/barrels for packing the finished goods and has to remove/stack empty raw material barrels (generated out of production process) at designated places/scrap yard on daily basis.

**The contractor has to visit the site to understand the nature of work before submitting their offer.**

**4.0 Deployment of Personnel:**

SBU LC operates in three shifts as below:

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

For the contract, the company requires **one Fork Lift Operator/Driver (skilled workman)** in shift operations as above. The contractor will be intimated regarding the shift for which the fork lift driver to be provided. Accordingly as required by BL the Fork Lift driver to be provided in shift operations. However, depending upon the operational needs, the above requirement may be needed during extended hours(beyond shift timings)/holidays/off-days according to convenience / requirement.

-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. 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.

-The forklift driver has to work as per the priority of jobs as advised by BL representative.

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

**-The successful bidder has to arrange for alternate workforce to meet absenteeism of the workman.**

**-Supervision of the job would be within the scope of the contractor.**

**5.0 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 not be less than the Minimum Wages Act notified by Ministry of Labour, Government of India irrespective of piece rate or time rate.

**Escalation:**

During contract, in case of any increase in minimum wages by Govt, the contract rate will be increased with the incremental amount in base rate suitably. The current minimum wage including variable dearness allowance declared by the Central Govt. w.e.f 01.04.2018 is **Rs.637 + Rs. 36/-= Rs. 673/-** or as applicable per manday for skilled workman.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

## **6.0 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.

## **7.0 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.**

Depending upon the operational needs, the Fork Lift driver may be needed during extended hours (beyond shift timings)/holidays/off-days according to convenience / requirement.

The successful bidder may have to employ their workman during **Sundays / Holidays for Shutdown Maintenance** and **such** requirements will be intimated to the contractor in advance.

In case the above services are required before / after shift timings/holiday/off days as mentioned above the contractor will be obliged to undertake the same at the rate quoted for such extended hours/holidays/off days. No additional charges are payable other than the rate quoted in the tender.

## **8.0 HOLIDAY**

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

## **9.0 VOLUME OF WORK**

Anticipated scope of work is mentioned in clause 3.0 as above. This is purely tentative only. No claim shall be entertained in the event the scope of work is substantially different. If the scope of work is different that the tendered scope due to unforeseen market conditions, the contractor would be assigned to other similar jobs with similar scope of work, within the Leather Chemicals Division and the contractor should be ready to take up the job.

## **10.0 AWARD OF CONTRACT**

The contract will be awarded based on the overall competitiveness of total value of contract based on rates provided in Price Bid as per Annexure-A.

## **11.0 VALIDITY OF THE CONTRACT**

The contract will be awarded on a total value of contract on rate contract basis and the validity will be **for one year from commencement of work (Tentatively from June '18- May '19) or till completion of 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 party (vendor under development) offering lowest rate, order will be issued initially for 3 months which is subject to renewal for full terms, based on satisfactory performance.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

**12.0 PAYMENT TERMS**

Payment shall be made with 15 days credit 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 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.

**Present tax structure:**

Presently CGST@9%+SGST@9% or IGST@18% for such services or as applicable.

**VENDOR NEED TO SPECIFY THE RELEVANT SAC CODE FOR THE TENDERED SERVICES IN THEIR OFFER CLEARLY**

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.**

**13.0 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-LC, lack of interest to perform as per job order or failure to perform etc. The format of the Bank Guarantee will be provided by the company. The SD 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.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

**14.0 PENALTY DUE TO NON PERFORMANCE / ABSENTISM / NON-ADHERENCE TO 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 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

**15.0 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.

**16.0 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.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

**Annexure-2**

The successful bidder shall issue to all personnel deployed by him in the company's premises, photo identify cards duly certified by the company. The same shall be retained by the said personnel at all times during their presence within the company's premises.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

The successful bidder / Contractor shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by him in the company's premises and shall keep the company indemnified thereof.

Cost if any, incurred by the company in ensuring statutory compliance with the existing labour enactments as amended from time to time or for any other matter connected with personnel deployed by the successful bidder in the company's premises shall be fully charged to the Contractor.

The personnel deployed in the company's premises by the successful bidder shall be fully qualified in all respects to carry out the activities for which he/she has been deployed.

The successful bidder / Contractor shall equip the personnel deployed by him in the company's premises with all the necessary implements and **safety** equipment like goggles, mask etc. and shall ensure that adequate safety precautions are taken by them while carrying out their work in the factory premises. Also, it is the responsibility of the successful bidder to ensure adherence to **environment** related requirements by his/her employees at our site.

**The payment of bill for services rendered presented by the successful bidder/ Contractor shall be processed only on submission of satisfactory proof of remittance (challans) of statutory dues such as ESI, PF etc in respect of the personnel deployed by him in the company's premises.**

As per provisions under the Contract Labour (Regulation & Abolition) Rules 1971, salary disbursement to the personnel employed by the contractor has to be done in presence of authorised representative of BL. Hence, a wage register has to be maintained at BL by the contractor.

**17.0 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 nonperformance 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.

**18.0 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.

*Signature of the Tenderer:*

*Date:*

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*Seal:*

**18.1 Demurage/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.

**19.0 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.

**20.0 TERMINATION**

The contract can be terminated by either party giving three clear months' notice in writing. However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

**21.0 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.

**22.0 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.

**23.0 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.

**24.0 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:*

**Price schedule for Providing One Fork Lift Driver (Skilled Workman) at SBU-LC**

**ITEM A: FOR SHIFT TIMING**

S. No	DESCRIPTION	UNIT	RATE/ UNIT IN Rs.
1	Charges for providing one Fork Lift driver in Shift timings <b>Note:</b> Scope of work given in clause 3 in Annexure 2 of the tender document.	Man days	<b>RATE TO BE QUOTED ONLINE ONLY</b>
2	CGST@9% ON 1		
3	SGST@9% ON 1		
4	GRAND TOTAL (1+2+3)		

**ITEM B: FOR EXTENDED HOURS/HOLIDAYS/OFF-DAYS**

S. No	DESCRIPTION	UNIT	RATE/ UNIT IN Rs.
1	Charges for providing one fork lift driver during extended hours/holidays/off days	Man-hours	<b>RATE TO BE QUOTED ONLINE ONLY</b>
2	CGST@9% ON 1		
3	SGST@9% ON 1		
4	GRAND TOTAL (1+2+3)		

**Contingency tolerance of 10% on total value of the contract is applicable**

Quantities shall be interchanged based on the actual requirement during execution, however limited to the overall value of the contract (Order value including tolerance)

**Order will be awarded to L1 quoted contractor including both the items**



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)