

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

**PH: 044 – 2594 6564 / 6542**

**FAX: 044 – 2594 1156 / 2594/5006**

**Tender Ref: BL/LC/MAN/TSC/LT/202021/0016**

**Tender date: 08.06.2020**

**Due date : 19.06.2020**

**To**

**NOTICE INVITING TENDER**  
**FOR SUPPORT SERVICES AT TECHNICAL SERVICE CENTRES**

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

Balmer Lawrie invites online tenders from experienced and resourceful Contractors for carrying out support services at Technical Service Centres at Ranipet, Ambur, Kanpur and Kolkata on rate contract basis for **24 months (from July 2020 )** at our SBU Leather Chemicals, Manali, Chennai-68.

**1. Scope of Work:**

The scope of work under this tender shall be as briefed in **Annexure-2**.

**2. Prequalification requirement:**

<b>Sl. No.</b>	<b>PRE-QUALIFICATION CRITERIA</b>	<b>DOCUMENTS REQUIRED</b>
1.	PF Registration No	Copy of certificate
2.	ESIC Registration No.	Copy of registration certificate
3.	GST Regn. No.	Copy of Registration certificate
4.	Permanent Account No. (PAN)	Copy of PAN card

**Price-bids of such tenderers, who are determined to have complied with the above eligibility criteria, and duly filled up the tender document, will only be considered.**

Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified /debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays during work execution, 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.

**Present tax structure:**

Presently CGST@9%+SGST@9% or IGST@18% for Chemical Product Manufacturing Services under SAC code: 998842 or as applicable.

**4. EARNEST MONEY DEPOSIT**

The bidder shall furnish an **EMD** for a sum of **Rs. 15,000 /-** (Rupees Fifteen Thousand only) through **on-line Bank Transfer** in NEFT / RTGS /IMPS mode in favour of Balmer Lawrie & Co. Ltd payable at Chennai. Payment link is available in our e-portal (<https://balmerlawrie.eproc.in>) linking this tender. In case of difficulty, please contact HELP DESK (Refer CI: 21 for HELP DESK details)

**a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED**

**b.** For the successful bidder, the EMD will be refunded only after successful completion of the contract. 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 to the successful bidder by BL.

**e.** Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

**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 Registration certificate should be enclosed for claiming exemption from EMD.**

**f. Provisions for Micro, Small and Medium Enterprises (MSME):**

Qualification Criteria: MSME vendors must confirm that UAN No. has been uploaded on CPPP website as required by Ministry vide circular no: F No: 21(17) / 2016 dt.06.04.2018 for qualifying to be considered as MSME vendor under this tender.

**NOTE:** - Bidder having MSME/NSIC Registration needs to attach copy of **UAN Registration Certificate** applicable for the tendered product/service for claiming exemption from EMD.

The tenders not conforming to the above mentioned requirements stated under CI:2 and CI: 4 are liable to be rejected.

**5. 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 19.06.2020**)

**6. 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: Mrs.T.Indhira, 9444472137)**

**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))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu[dot]manisankar[at]c1india[dot]com">chikkavarapu[dot]manisankar[at]c1india[dot]com</a>	044-25946556/ +91-8939284159
2. Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
3. Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]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 endeavour 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.

**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:**

The online closed price bids shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria as per clause 2.0 AND 4.0 will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed value (net of GST) shall be taken as L1 price and next lowest as L2 price and so on. **Order will be awarded to L1 bidder.**

**17. AWARD OF CONTRACT:**

The order will be awarded to the lowest quoted based on the rate provided in the PRICE SCHEDULE in our e-procurement website as per the indicative format given in **Annexure-A**

If required, the Company would carry out negotiation, with the 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
- **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 certificates**

**Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Unpriced Offer for Support Services at TECHNIUCAL SERVICE CENTRES ' and should reach the undersigned at our Manali works at the following address on or before 19.06.2020**

Senior Manager [C]

**BALMER LAWRIE & CO. LTD.**  
SBU-Leather Chemicals

32, Sathangadu Village, Manali,  
Chennai – 600068.

Phone : 044 – 259946564

Fax : 044 – 25941156

email :

indhira.t@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**T.INDHIRA**

**SR.MANAGER ( Commerical )**

**Encl: Annexure-1**

**Annexure-2**

**Annexure-A**

**CHECK LIST AND CONTRACTOR'S DETAILS****ANNEXURE 1****CHECK LIST****Documentary proof  
Enclosed**EMD DETAILS- Details of NEFT  
done or MSME UAN Registration  
CertificateDo you have GST , PF, ESIC and PAN No. : Yes / No  
(if No the tender is liable for rejection)**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 PSU/Govt. department in Tamil Nadu or in any State due to any reasons.

## ANNEXURE 1

**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.	Whether MSME/NSIC Registered? *	
13.	If Yes, MSME registered under category SC/ST	
14.	If yes Unique Aadhar Memorandum Number(UAM)*	
15.	Contact Person and Contact No	
16.	Inco terms	
17.	Taxes applicable	
18.	GST REGISTRATION NO*	
19.	PAN NO*	

\* - relevant registration/certificate copies shall be submitted.

**SEAL AND SIGNATURE**

## ANNEXURE 2

### GENERAL AND SPECIAL CONDITIONS OF CONTRACT ANNEXURE 2

#### **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.

#### **3.0 SCOPE OF WORK**

Carrying out service related to drum operation as per the detailed scope of work

- To run the TSC drum and follow recipes and instructions
- Weighing the chemicals and mix and dilute them as per the requirement of process
- To arrange mechanical operation of our leather at tannery and bring them back to TSC
- Carry chemicals, leather from TSC to Tanneries and back to TSC from Tanneries
- Arrange diesel for DG set where DG set is available for mechanical operations of drum
- Miscellaneous repair and maintenance jobs of sample drum, stock taking of leather and chemicals etc

**The above jobs shall be carried out with the estimated manpower of 1 No Unskilled in each Technical Service Centre ie., at Ranipet, Ambur, Kanpur and Kolkata ie., 4 Unskilled is required in total.**

It is the responsibility of the contractor to monitor the presence of workmen on daily basis.

BL will not take any responsibility for any interruption/production loss due to the tendered service as per 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 all equipments, 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 improper 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. 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.

#### **4.1 OTHER TERMS AND CONDITIONS TOBE FOLLOWED BY THE CONTRACTOR WITH REGARD TO MANPOWER ENGAGEMENT**

Successful bidder need to maintain the following

1. Supervision of the contract labour.
2. Provide two sets of uniform and safety shoes.
3. No contract labour's age should exceed 58 years.
4. Successful bidder has to maintain wage register & is to be certified by concerned authority of BL on monthly basis. The Wages has to be paid through Bank transaction only and the proof for such transaction has to be submitted.
5. The contractor shall submit the proof for payment of ESI & PF along with the bill relevant back papers.
6. Maintain safety norms under HSE norms.
7. The successful bidder shall ensure adequate providing tiffin, lunch and dinner on their personnel engaged for above operation in our plant. Company will not provide such arrangement during the tenure of the contract.

#### **5.0 RATE**

The bidder must follow "Minimum Wages Act". On revision of wage rate, the proportionate change in contractual rate may occur, but service charge of the contractor will remain same within the contractual period. **However no increment in charges towards extended hours will be entertained.**

#### **5.1 STATUTORY REQUIRMENTS TOBE FOLLOWED BY THE CONTRACTOR FOR MANPOWER ENGAGEMENT**

1. Labour licence
2. Minimum wages Act 1948
3. Employee State Insurance Act 1948
4. Provident Fund and Miscellaneous provisions act, 1952
5. Payment of Bonus Act, 1965 ( calculations will be on the basis on 8.33% of Rs. 7000)
6. Workmen's compensation Act, 1923 ( for those who are out of ESI)
7. Labour welfare fund
8. Payment for Wages Act
9. Child labour ( prohibition and regulation) Act 1986
10. Payment of Gratuity act, 1972
11. Factories act, 1948
12. Contract labour regulation and abolition act 1970
13. Pradhan Mantri Jeevan Jyoti Bima Yojana ( PMJJBY ) & Pradhan Mantri Suraksha Bima Yojana ( PMSBY )
14. Any other law applicable to the contract workmen now in force and as amended from time to time.

#### **SEAL AND SIGNATURE**

**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 all shifts on all working days as per the shift timings as given below:

First shift	6.00 am to 2.00 pm
Second Shift	2.00 pm to 10.00 pm
Night Shift	10.00 pm to 6.00 am
General Shift	9.00am to 5.30 pm

Depending upon the operational needs, the workmen may be needed during holidays/off-days according to convenience / requirement. However the payment will be made as per the drained/ packed quantity only and no additional charges will be paid.

**8.0 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.

**9.0 AWARD OF CONTRACT**

The contract will be awarded to the L1 quoted tender) based on the rates provided in e-portal as per the indicative format given in **Annexure-A**

**10.0 VALIDITY OF THE CONTRACT**

The contract will be awarded to individual item wise L1 quoted tender on rate contract basis and the validity will be **for 24 months from actual commencement of work**

**11.0 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.

**SEAL AND SIGNATURE**

**12.. 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 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.

Supervisor has to assure manpower is available as per BL requirement on time to avoid lesser production when compared to the targeted quantity.

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. Ref Clause No.22 of Annexure 2.

**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.

**SEAL AND SIGNATURE**

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**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.

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.

**16.1 Pradhan Mantri Jeevan Jyoti Bima Yojana ( PMJJBY) & Pradhan Mantri Suraksha Bima Yojana ( PMSBY) :**

Bidders has to give concurrence commitment to cover all their workforce shall work under this tender with PMJJBY & PMSBY within one month from the date of placement of contract / LOI. Else BL will initiate the same for the workforce engaged & will deduct the required amount from the contractor.

**SEAL AND SIGNATURE****page 12 of 15**

**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 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.

**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.

**19.0 Demurrage / 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.

**20.0 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.

**21.0 Anti- Profiteering Clause:**

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of inputs tax credits be passed on to the customer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price.

**22.0 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.

**SEAL AND SIGNATURE****23.0 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.

**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.

**25.0 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.

**26.0 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.

**27.0 ARBITRATION**

**Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.**

WE ACCEPT ALL TERMS AND CONDITIONS AS STATED IN THIS TENDER.

**SIGNATURE OF THE TENDERER :**

**NAME OF THE TENDERER :**

**PHONE NO. FOR CONTACT :**

**EMAIL ID IF ANY, FOR CONTACT :**

**COMPANY SEAL :**

**SEAL AND SIGNATURE**

**ANNEXURE A- PRICE BID –TOBE QUOTED ONLINE ONLY**

SL.NO	DESCRIPTION	UNIT	QUANTITY	UNI RATE	VALUE
	<b>SUPPOR SERVICES AT TECHNICAL SERVICE CENTRES</b>				
<b>1</b>	<b>TSC RANIPET</b>				
	Charges for providing support services by providing 1 No.Unskilled manpower	Lumpsum per month	24		
<b>2</b>	<b>TSC AMBUR</b>				
	Charges for providing support services by providing 1 No.Unskilled manpower	Lumpsum per month	24		
<b>3</b>	<b>TSC KANPUR</b>				
	Charges for providing support services by providing 1 No.Unskilled manpower	Lumpsum per month	24		
<b>4</b>	<b>TSC KOLKATA</b>				
	Charges for providing support services by providing 1 No.Unskilled manpower	Lumpsum per month	24		
<b>5</b>	Extended hours rate applicable to all TSCS	Lumpsum per hour	1000		

Total value of contract

GST at 18% extra under SAC  
code: 998842 or as applicable

Quantity tolerance of - 100 hours extra for extended hours only

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