

*SBU: Industrial Packaging*



**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258209/66258188  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LE0814 dated 28.04.2017.**

**Due date of Tender: 08.05.2017 at 17:00 hrs**

**Single Bid “Off Line Tender”** is invited from the registered vendors for “**Job work of Screen making -for screen printing on metal drums body & top”** for our Industrial Packaging, Taloja, New Mumbai – Maharashtra.

**Contact details**

**Balmer Lawrie & Co.Ltd.**  
SBU-Industrial Packaging,  
G-15,16,17, MIDC Industrial Area, Taloja,  
Dist : Raigad, Navi Mumbai – 410208.

**Contact Persons:**

- 1. Mr.Kamlesh Lader-Landline-022 27412972**  
**Mob.7718831931**  
**Lader.kk@balmerlawrie.com**
- 2. A S Das-Landline-022 66258216**  
**Mob. 760067189**  
**das.as@balmerlawrie.com**

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**Introduction:**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Navi-Mumbai, Chennai, Chittoor, Silvassa, Asaoti and Kolkata. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

**Instructions for bidders**

1. Off line single bid Tenders are invited from the registered vendors only as per detailed specification contained in Annexure- I of this tender for our plant at Taloja,[ Navi- Mumbai] .
2. **Please Refer to Annexure – II for detailed Technical Specifications and scope of work.**
3. The tender is invited **in single-bid System.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids online 08.05.2017 at 17.00 hrs.

All Bids are to be completed in accordance with tender requirements within the duration as mentioned.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"

**The successful bidder will be the Service provider.**

**This document is the Tender.**

**The Acceptance of the Order by the successful bidder will form the contract.**

6. The **Site of Delivery of service** would be to our Barrel Manufacturing Plant at

**Balmer Lawrie & Co. Ltd.,**  
SBU Industrial Packaging  
G-15 16 17, GIDC Industrial Area, Taloja  
Dist : Raigad, Maharashtra  
PIN- 410208, Ph. No.- 022-27412660

7. Bid Security / Earnest Money Deposit(EMD)/ Bid Bond – As per Annexure IV
8. Bidders to note the Bid Rejection Criteria as detailed in Clause no.15.

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- 9. Response from registered Vendors alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.**
10. MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

**NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item.**

**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 E-Procurement platform/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**12. Format of Tender**

- a. Tender documents consists of:

S.No.	Contents	Annexure
1	<b>General Information</b>	I
2	<b>Scope of supply/Work</b>	II
3	<b>Special Terms and Conditions</b>	III
4	<b>General Terms and Conditions</b>	IV
5	<b>Vendor Obligation</b>	V
6	<b>Material &amp; Workmanship</b>	VI
7	<b>Price Bid</b>	VII
8	<b>Bank Guarantee</b>	VIII
9	<b>Conditions for Online Bid Submission</b>	IX
10	<b>Supplier Code of Conduct</b>	X

- b. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

The copies of documentary proof must be submitted hard copies in separate envelope to Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India on or before the due date and time.

**13. Late Bids - No bidding can be will accepted after the bid closing time & date.**

**14. Bid Validity**

The offer shall remain valid for a period of two months from the date of opening of the Price Bid.

**15. Bid Rejection Criteria**

A bid may be rejected if

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- i. The bidder fails to send the Earnest Money Deposit (EMD) amount before due date & time in separate envelope at Mumbai office.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

**16. Clarifications**

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing by email within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (Only email queries shall be replied)

**17. Complete Scope of Work**

The complete scope of work has been defined in Annexure- II of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.

**18. Tender Documents and Deviations**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I would invite immediate dis-qualification from further consideration of the bid.**

**19. Preparation and submission of Tender Documents**

The bidders are required to sign and stamp the tender document as a token of acceptance .

**a. Price Bid (Annexure -VII is Price Bid)**

The lowest bidder will be decided on the cumulative Nett delivered Price in Rupee, for the service mentioned in the scope of work. Duties, levies charges in % only converted in Rupee. The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

**Price bid should be filled as per the format provided (Annexure-VII) duly signed and stamped.**

**b. Bidders are requested to submit the demand drafts / Bank Guarantee towards EMD along with hard copies of other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office,5,J.N.Heredia Marg, Ballard Estate,Mumbai-400 001.**

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**ANNEXURE-I**

**GENERAL INFORMATION**

**This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.**

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

- Confirmation on the scope as detailed out in this tender.

**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 in BL-website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

**The Vendor can visit our Plants at Taloja to assess the actual requirement before submitting their offer.**

**SCOPE OF JOB WORK.**

**Job work of Screen making -for screen printing on metal drums body & top, in an automatic screen printing machine**

**1. Drum Body Screen having following Dimensions: Qty: 40nos.**

Inside Dimensions of the Rectangular Aluminium Screen Frame=2120x210 mm  
Outside Dimensions of the Rectangular Aluminium Screen Frame=2240x330 mm

**2. Drum Top Screen having following Dimensions: Qty: 20nos.**

Inside Dimensions of the Rectangular Aluminium Screen Frame =400x325 mm  
Outside Dimensions of the Rectangular Aluminium Screen Frame =510x400 mm

**Scope of Work:**

- Rectangular screen frames will be provided by BL, Cleaning of adhesive and removing old screen cloth from this rectangular screen frame.
- Nylon Screen Cloth of superior quality having 77T mesh should be mounted on the screen frame with precision tension. Superior quality adhesives should be used for pasting of screen cloth on the Aluminium Frame.
- This screen cloth should be cleaned with suitable degreasing chemical
- Design and Development of art works would be as per requirements of our customers and as per details given by us. Once this art work is confirmed by us then development of suitable positive film.
- Screen cloth should be coated with suitable and superior quality light sensitive emulsion/chemicals, and should be allowed to get dry in a dark room
- Thereafter dry screen should be exposed to UV lights in the dark room using the artwork positive film.
- Washing of the screen, necessary touchup and cleaning.
- Final taping should be done after screen is completely dry to avoid unwanted ink flow from the edges and corners.

**BL Scope of Work:**

1. Aluminium Screen frame for body and top will be provided by BL. Necessary art work details will be provided by BL / our customers.

**Bidders Scope of Work:**

1. The Successful Bidder has to collect screen frames from BL-IP Navi Mumbai Plant time to time during the contract period as per verbal / written communication from production in- charge.
2. Collection/Receiving of screen frames through proper BL returnable gate pass.

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3. The Successful Bidder has to complete the job work as given in the "Scope of Work" above and deliver the screen frame to BL-IP Navi Mumbai Plant.
4. The successful bidder has to provide appropriate nylon mesh, exposing the art work on the screen, finishing etc., inclusive of to and fro transport of empty and finished frame.
5. The successful bidder must ensure maintaining the frame width uniformly to the entire length of frame while fixing the screen.
6. Quality of printing should be ensured on the metal drums body and top surface and in case of deviation, correction should be done on FOC basis by the bidder.

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**ANNEXURE-III**

**SPECIAL TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:** This contract is as per the Annexure-II .
  - i) All the rates should be quoted in the on line Price Bid format only.
  - ii) Bidder should quote in the Price Bid format and the quotation should cover all the elements as per the price bid format.
  - iii) The lowest bidder will be decided on the lowest landed cost for the items mentioned in the scope of Job Work.
3. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
4. **Period of Contract: May 2017 - April 2018.**
5. **Tender Evaluation**

**The tender would be finalized on the basis of Composite [L1] Lowest Total Cost.**
6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
7. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally for the cumulative jobs value. As such, it would be in the interest of the bidders to quote lowest possible rates.**

In case of unsatisfactory performance of the successful tenderer Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.
8. **Safety**

The successful bidder should ensure necessary safety gears (like hand gloves / safety shoes/ helmet etc.,) are provided to their employees to perform any work related to the supplied items and work at BL's premises without any accident. In case of any accident/ injury to any of their employee, the bidder must bear all the required cost for the treatment/ hospitalization and absolve the Company for any such cost during the pendency of contract or in future. The successful bidder should ensure proper statutory safeguards against such eventualities
9. **Statutory Compliance**

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for any work related to the supplied items. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with



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10. In case of unsatisfactory performance of the successful bidder (s) either in relation to performance of Road Repairing, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s).

**12. HSE REQUIREMENTS BY CONTRACTORS**

**Housekeeping: Contractors** shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

**Confined Space:** Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work. The Permit to Work will define the requirements to be followed.

Contractors must ensure the following:

- i. Confined spaces are kept identified and marked by a sign near the entrance(s).
- ii. Adequate ventilation is provided
- iii. Adequate emergency provisions are in place
- iv. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- v. Persons are provided with Confined Space training.
- vi. All necessary equipment and support personnel required to enter a Confined Space is provided.

**Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

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

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

**Fall Prevention System:** Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

**Fall Protection Systems:** Where fall protection systems are used then the Contractor must ensure the following is applied:

- I. Only approved full body harness and two shock-absorbing lanyards are used,
- II. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- III. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- IV. Lifeline systems must be approved by Owner before use.
- V. Use of ISI marked industrial helmet at all point of time.

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**Scaffolding:** All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

**Lifting Operations**

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

**Lifting Equipment and Accessories:** All lifting equipment / accessories e.g. Sling, chains, webbing, chain blocks, winches, jacks etc. shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

**Lockout Tag out ("LOTO"):** Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

**Barricades:** Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used. Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

**Compressed Gas Cylinders:** Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash back arrestor to be used to prevent any explosion due to back fire.

**Electrical Safety:** Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

**Hot Works:** A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

**Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

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Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

**Environmental Requirements**

**Waste Management:** The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc.) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

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

**Emissions:** The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.

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

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 1000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

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**ANNEXURE-IV**

**GENERAL TERMS & CONDITIONS**

**1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

**2. Scope of Supply**

Scope of Supply for the tender shall be as mentioned in Annexure II .

**3. Reference for Documentation**

Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.

**4. Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 3 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions. In case no confirmation is received from the successful bidder on the acceptance of the Purchase order with in the above period, then it is deemed that the successful bidder has accepted the purchase order.

Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

- 5. Earnest Money Deposit:** Earnest Money Deposit {EMD} of **Rs3000 (Three Thousand only)** is to be paid by Demand Draft payable at Mumbai in favour of "Balmer Lawrie & Co. Ltd." **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.** Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offers during validity period of the offer.
- b) Non acceptance of Contract Order.
- c) Non confirmation of acceptance of Contract order within the stipulated time.
- d) Any unilateral revision made by the bidder during the validity period of offer.
- e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.

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f) Non submission of Security Deposit.

**OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.**

6. **Small Scale Units registered with National Small Industries Corporation Limited (NSIC / MSME), for item tendered are exempted from payment of Earnest Money Deposit. Complete set of NSIC/MSME documents are to be submitted**
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 90 days** (excluding the due date) from the date of opening of the un-price bid.
8. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.
9. **PAYMENT TERMS**  
Payment will be made within 30 days from the date of receipt of certified bill on monthly billing basis.

10. **SECURITY DEPOSIT:**

Security Deposit amount of 10% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 13 months** in BL's format (**Annexure VIII**) only.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract for the tendered services

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) Non Supply after Acceptance of Purchase Order.
  - b) Successful Bidder fails to deliver the item 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
11. **LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS**  
Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5% of the value of the contract so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

12. **RISK PURCHASE**

The successful vendor must ensure the completion of job awarded within the stipulated time or otherwise the Company would exercise the right for getting the work done from any other

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source and in the eventuality the excess amount incurred shall be recovered from the successful bidder's pending payment/security deposit.

**13. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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 & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

**14. FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Head (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

**15. Relaxation of Tender Terms & Conditions**

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

**16. Delay in Delivery/Installation & Commissioning**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Clause no. 11.

**17. Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

**18. Modification**

BL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the successful Bidder's approval thereto. BL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

BL will also have the right to request changes or modification due to technical reason, it will be subjected to the successful Bidder's approval thereto.

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**19. Price**

The rates should be quoted in the enclosed format only .

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

**20. Control Regulations**

Successful bidder warrants that all goods/service covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**21. Termination**

Without prejudice to BL's right to price adjustment by way of discount or any other right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the Components/Items or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the Components/Items or any part thereof within the stipulated Delivery Period and/or to replace /rectify any rejected or defective Components/Items promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. 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 discontinue the work on the Contract.

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.

I/We accept all your terms and conditions as stated above.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

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**ANNEXURE-V**

**VENDORS OBLIGATION**

**[1] GENERAL OBLIGATIONS:** The works as completed by the Vendor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The works shall include any work, which is necessary to satisfy M/s.Balmer Lawrie's requirements. Vendors proposal and schedules, or is implied by the Contract, or arises from any obligation of the Vendor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient operation of the works.

The Vendor shall execute and complete the works, within the time for completion, and shall remedy any defects within the Contract Period. The Vendor shall provide all superintendence, labour, Materials, Vendors Equipment, Temporary works and all other things, whether of temporary or permanent nature, required in and for such execution, completion and remedying of defects.

The Vendor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all Works, irrespective of any approval or consent by the M/s.Balmer Lawrie's Representative.

**[2] VENDORS REPRESENTATIVE:** Unless the Vendors Representative is named in the contract, the Contractor shall, within 14 days of the Effective date, submit to the M/s.Balmer Lawrie's Representative for consent, the name and particulars of the person the Vendor proposes to appoint. The Vendor shall not revoke the appointment of the Vendors Representative without the prior consent of the M/s.Balmer Lawrie's Representative.

The Vendors Representative shall give his whole time to execution of the Works. Except as otherwise stated in the Contract, the Vendors Representative shall receive (on behalf of the Vendor) all notices, instructions, consents, approvals, certificates, determinations and other communications under the Contract. Whenever the Vendors Representative is to be absent from the Site, a suitable replacement person shall be appointed, and M/s.BalmerLawrie's Representative shall be notified accordingly.

The Vendors Representative may delegate, to any person, any of his powers, functions and authorities, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the M/s.BalmerLawrie's Representative has received prior notice signed by the Vendors Representative, specifying the powers, Functions and authorities being delegated or revoked. The Vendors Representative and such persons shall be fluent in the language for day to day communications.

**[3] COORDINATION OF THE WORKS:**The Vendor shall be responsible for the coordination and proper execution of the works, including coordination of other contractors to the extent specified in the M/s. Balmer Lawrie's requirements. The Vendor shall, as specified in the M/s.BalmerLawrie'srequirements, afford all reasonable opportunities for carrying out their work.

Any other contractors employed by M/s.Balmer Lawrie and their workmen, the workmen of M/s.Balmer Lawrie, and the workmen of any legally constituted public authorities who may be employed in the execution on or near the site of any work not included in the Contract, which M/s.Balmer Lawrie may require.



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The Vendor shall obtain, coordinate and submit to M/s.Balmer Lawrie's Representative for his information all details (including details of work to be carried out off the site) from subcontractors and suppliers. The Vendor shall be responsible for the locations of their work or materials, in order to ensure that there is no conflict with the work or materials, in order to ensure that there is no conflict with the work of other subcontractors, the Vendor or other contractors.

**[4] SUBCONTRACTORS:**The Vendor shall not subcontract the whole of the Works. Unless otherwise stated.

The Vendor shall not be required to obtain consent for purchase of Materials or for subcontracts for which the Subcontractor is named in the Contract;

The prior consent of M/s.BalmerLawrie's Representative shall be obtained to other proposed Subcontractors;

The Vendor shall notify M/s.Balmer Lawrie's Representative of each proposed Subcontractor not less than 7 days before the intended date of such Subcontractor commencing work on the site and;

The Vendor shall be responsible for observance by all Subcontractors of all the provisions of the Contract. The Vendor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as fully as if they were the acts or defaults of the Vendor, his agents or employees.

**[5] VENDORS EQUIPMENT:**Unless otherwise stated, the contractor shall provide all contractors equipment necessary to complete the works. All Vendors equipment shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works. The Vendor shall not remove from the site any such equipment without the consent of the M/s.Balmer Lawrie's Representative.

**[6] CLEARANCE OF SITE:** During the execution of the works, the Vendor shall keep the site free from all unnecessary obstruction, and shall store or dispose of any contractor's equipment or surplus materials. The Vendor shall clear away and remove from the site any wreckage, rubbish or temporary works no longer required.

Upon the issue of any taking over certificate, the Vendor shall clear away and remove, from the part of the site and works to which such taking over certificate refers, all the Vendors equipment, surplus material, wreckage, rubbish and Temporary works. The Vendor shall leave such part of the site and the works in a clean and safe condition to the satisfaction of the M/s. Balmer Lawrie's Representative. Except that, the Vendor shall be entitled to retain on site, until the expiry of the contract period, such Vendors equipment, materials and temporary works as required by him for the purpose of fulfilling his obligations under the contract.

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**ANNEXURE-VI**

**MATERIAL AND WORKMANSHIP**

**[1] MANNER OF EXECUTION:** All materials supplied and all work to be done shall be executed, in the manner set out in the contract. Where the manner of execution is not set out in the contract, the work shall be executed in a proper, workmanlike and careful manner, with properly equipped facilities and non-hazardous materials, and in accordance with recognized good practice.

**[2] DELIVERY TO SITE:** The Vendor shall be responsible for procurement, transport, receiving, unloading and safe keeping of all materials, Vendors equipment and other things required for the completion of the works.

**[3] REJECTION:** If, as a result of inspection, examination or testing, M/s.Balmer Lawrie's Representative decides that any material or workmanship is defective or otherwise not in accordance with the contract, M/s.Balmer Lawrie's Representative may reject such material or workmanship and shall notify the Vendor promptly, stating his reasons. The Vendor shall then promptly make good the defect and ensure that the rejected item complies with the contract.

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Sr. No	Job Description	QTY/NOS	Rate/NO. ( L S)/Rs.	Value/Rs.
1.	<b>Preparation of Drum Body Screen</b>	40		
2.	<b>Preparation of Drum Top Screen</b>	20		
3.	Total Value (1+2)			
4.	Service Tax 15%			

(Total Rupees in Word : )

**Quantity as mention in Sl. No. 1 & 2 may vary up to ±15%**

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

<b>Company Seal</b>		<b>Signature</b>	
<b>Service Tax Registration No.</b>		<b>Date</b>	

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ANNEXURE- VIII

**(To be provided by successful bidder only)**

**Proforma of the Bank Guarantee  
(Security Deposit)**

**Balmer Lawrie & Co. Ltd.  
5, J N Heredia Marg,  
Ballard Estate,  
Mumbai – 400 001.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred as “the said Tender”) for the Supply of “Road Repairing Job” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We \_\_\_\_\_ (set out full name of the Bank) having our office, inter alia at \_\_\_\_\_ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )

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6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.

7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

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**ANNEXURE X****SUPPLIER CODE OF CONDUCT**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. expects the supplier to accept such reasonable changes

The supplier declares herewith:

**Legal Compliance**

- To comply with the laws of the applicable legal system(s).

**Prohibition of corruption and bribery**

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

**Respect for the basic human rights of employees**

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

**Prohibition of child labor**

- To employ no workers under the age of 18;

**Health and safety of employees**

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system;

**Environmental Protection**

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

**Supply Chain**

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non discrimination with regard to supplier selection and treatment.