



Balmer Lawrie & Co Ltd.

(A Govt. of India Enterprise)

S.B.U – Industrial Packaging, 5, J. N. Heredia Marg

Ballard Estate, Mumbai-400 001.

TENDER NO: 0100PE0964 dated 30.11.2017.

DUE ON :11.12.2017 at 2.30 p.m.

Online Two Bid Tender is invited for Contract for Fabrication of Barrels at our Silvassa Plant (Dadra & Nagar Haveli) through Balmer Lawrie procurement Portal [https://balmerlawrie.eproc. in](https://balmerlawrie.eproc.in)

Vendors can submit the hard copies of **only** Technical Bid documents with Earnest Money Deposit in sealed offer superscribing the envelope 'Contract for Fabrication of Barrels'. The last date for submission of tender is 11.12.2017 at 2.30 p.m., at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.

CONTACT DETAILS OF BALMER LAWRIE

BALMER LAWRIE & CO. LTD.,
INDUSTRIAL PACKAGING,
5 J N HEREDIA MARG, BALLARD ESTATE MUMBAI
– 400 001.

CONTACT PERSONS :

Shri Amlan Gupta, 9987499905, email ID : gupta.amlan@balmerlawrie.com

Shri P N Angira, 8511149833 email ID: angira.pn@balmerlawrie.com

NOTICE INVITING TENDER

ONLINE TWO BID [PRE-QUALIFICATION/TECHNICAL BID AND PRICE BID] E- TENDERS ARE INVITED FROM EXPERIENCED PARTIES FOR FABRICATION OF VARIOUS TYPES OF BARRELS AT **"BALMER LAWRIE & CO. LTD., INDUSTRIAL PACKAGING, SURVEY NO. 23/1/1 SURANGI KHADOLI ROAD, VILLAGE - KHADOLI, SILVASSA, DADRA & NAGAR HAVELI** WHO MEET THE PRE QUALIFICATION CRITERION STIPULATED IN THE TENDER DOCUMENT.

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED ALONG WITH THE TECHNICAL BID DOCUMENT :

DEMAND DRAFT OF **Rs.5.00 LACS (RUPEES FIVE LACS ONLY) TOWARDS EARNEST MONEY DEPOSIT.**

1. PRE-QUALIFICATION / TECHNICAL BID - ANNEXURE-I
2. TENDERS SPECIFICATION/REQUIREMENT - ANNEXURE- II
3. DETAILS OF CONTRACTOR - ANNEXURE -III
4. TERMS & CONDITIONS - ANNEXURE -IV
5. GENERAL CONDITIONS - ANNEXURE –V
6. PRICE BID FORMAT (For reference Purpose Only) - ANNEXURE-VI
7. SPECIAL TERMS & CONDITIONS - ANNEXURE-VII
8. GST COMPLIANCES & DETAILS OF VENDOR - ANNEXURE-VIII & VIIIA
9. CONDITIONS FOR ONLINE BID SUBMISSION - ANNEXURE-IX
10. PROFORMA OF BANK GUARANTEE - ANNEXURE- X

PLEASE SIGN ON ALL PAGES FROM ANNEXURE I TO IX

ANNEXURES I, II, III, IV, V, VI, VII & VIII SHOULD BE PUT TOGETHER IN ONE SEALED ENVELOPE MARKED "TECHNICAL BID" REF. "TENDER NO. 0100PE0964 DATED 30.11.2017

DUE ON 11.12.2017" AND SHOULD BE DEPOSITED IN THE TENDER BOX OF THE COMPANY AT THE FOLLOWING ADDRESS OR SENT BY REGISTERED POST TO REACH ON OR BEFORE 2:30 PM on 11.12.2017.

**BALMER LAWRIE & CO. LTD.
INDUSTRIAL PACKAGING,
5, J.N. HEREDIA MARG,
BALLARD ESTATE, MUMBAI – 400 001.
MAHARASHTRA
(PHONE NOS. 022-66258190)**

NOTE :- Plain Barrels of 210 Lit capacity includes :

- (i) Plain Tight Head Barrels (TH).**
- (ii) Plain Open Head Barrels (OH).**
- (iii) Composite Barrels (Tight Head MS + HDPE Barrel)**

Lacquered Line Barrels of 210 Lit capacity includes

- (i) Tight Head Barrels with internal epoxy coated (TH)**
- (ii) Open Head Barrels with internal epoxy coated (OH)**
- (iii) Open Head Barrels with internal painted (OHIP).**

EARNEST MONEY DEPOSIT (EMD) FEES:

THE DEMAND DRAFT FOR EMD OF RS.5.00 LACS [RUPEES FIVE LACS ONLY] SHOULD BE DRAWN IN FAVOUR OF BALMER LAWRIE & CO. LTD., PAYABLE AT MUMBAI. COPIES OF THE INSTRUMENTS EVIDENCING PAYMENT OF EMD MAY BE SCANNED & UPLOADED BEFORE E-BIDDING. THE PHYSICAL ORIGINAL INSTRUMENTS / DRAFTS SHOULD REACH OUR MUMBAI OFFICE PRIOR TO THE DATE OF TECHNICAL BID OPENING. BALMER LAWRIE & CO. LTD., WILL NOT BE RESPONSIBLE FOR ANY POSTAL DELAY. EMD RECEIVED AFTER DUE DATE / TIME WILL NOT BE CONSIDERED.

ALL DOCUMENTS REQUIRED IN THE TENDER CAN BE SCANNED AND SUBMITTED ONLINE THROUGH APPROPRIATE FORMS AS ATTACHED IN THE TENDER OR THE HARD COPIES OF TECHNICAL BID TO BE SUBMITTED TO OUR BALLARD ESTATE OFFICE, MUMBAI AT THE ADDRESS MENTIONED ABOVE.

MSE/SMALL SCALE UNITS REGISTERED WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSE), FOR SERVICES TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

VENDOR UNDERTAKING

WE HAVE STUDIED THE TENDER DOCUMENT CAREFULLY AND HAVE QUOTED OUR LOWEST RATE IN ACCORDANCE WITH THE TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS AS LAID DOWN IN THE TENDER DOCUMENT. WE ALSO CONFIRM TO HAVE ACCEPTED ALL TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS.

ANNEXURE I**Pre-Qualification / Technical Bid**

The interested bidders have to provide documentary proof for the information provided, as detailed below :-

ELIGIBILITY AND EXPERIENCE OF THE BIDDER**Given below is the minimum eligibility criteria :**

- a. **Experience** : The Contractor should have minimum five **years [5] experience** in operating a light engineering plant. Preference would be given to those Contractors having experience in 210 Litre Barrel Manufacturing Unit.
- b. Party should have minimum 3 years experience of operating in and around Silvassa and good knowledge of local issues.
- c. Party should have executed at least one contract of not less than Rs.150.00 lacs in the last 3 years.
- d. The Contractor should have employed experienced/skilled workmen, Supervisors, Clerical Staff & Managers not less than 175 having work experience in similar nature of work.
- e. **Annual Turnover** :The Contractor should have a **total average annual turnover of Rs.250.00 Lacs over the last three years.**
- f. The Contractor should have PAN No., PF registration, & Labour Contract Registration No.
- g. The Contractor should have **GST Registration No.**
- h. Tenders should have **working Capital of Minimum of Rs.30.00 Lacs.**
- i. Details of Contractor as per Annexure III

“APPLIED” status for statutory licenses & documents is not acceptable by the company. The Contractor shall submit the documentary proof, along with the Technical Bid, in support of above.

Bidders whose contract has been terminated in the last three years by any company are not eligible for participation. Further, the Bidder should not have any Director / Partner / Interested Party who/whose firm was associated earlier and the contract was terminated in the last 3 years.

Bidders may kindly refer to **Annexure I** for list of documents required to be submitted against Pre-Qualification criteria.

Please note that bids not fulfilling the pre-qualification/technical criteria in e-bidding will not be considered for further evaluation.

Opening of the Technical Bid: 11.12.2017 at 3.00 pm

Following list of documents required to be submitted against Pre-Qualification criteria mentioned above [Sr. No. A to I]

PRE QUALIFYING CRITERIA CLAUSE	DOCUMENT TO BE SUBMITTED
A	<i>COPY OF LICENSE UNDER THE CONTRACT LABOUR (REGULATION & ABOLITION) ACT.</i>
B	<i>COPIES OF PURCHASE ORDER / CONTRACTS.</i>
C	<i>COPIES OF PURCHASE ORDER / CONTRACTS.</i>
D	<i>SELF CERTIFICATION ON COMPANY'S LETTERHEAD / COPIES OF CONTRACTS.</i>
E	<i>AUDITED OR PUBLISHED ANNUAL REPORTS [PROFIT & LOSS ACCOUNT] OR CHARTERED ACCOUNTANT'S CERTIFICATION</i>
F	<i>COPY OF PAN / PF REGISTRATION / LABOUR CONTRACT REGISTRATION</i>
G	<i>COPY OF GST REGISTRATION</i>
H	<i>COPY OF INDEPENDENT AUDITORS CERTIFICATION</i>
I	<i>COPY OF ANNEXURE-III TO BE DULY FILLED</i>
J	<i>DD/PO TOWARDS EARNEST MONEY DEPOSIT</i>

Copies of Pre qualifying Criteria Clause Reference A,B,C,D,E,F,G,H & I to be signed and stamped with company's seal. These documents to be uploaded at the time of uploading the Technical Bid. At the same, hard copies of the above are to be submitted to our Ballard Estate, Mumbai Office.

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

ANNEXURE – II**TENDER SPECIFICATIONS/REQUIREMENTS****JOB DESCRIPTION**

In discharging the contract for the manufacture and fabrication of PLAIN/EPOXY COATED BARRELS, the Contractor shall perform the following tasks, functions and operations in relation to the manufacturing of drums and related components at the said Plant :

- a) Unloading/loading the CR Coils/sheets/other material from/onto the trucks/trailors using available E.O.T. cranes (electrically Operated Traction) and /or other equipment , if any, of the Company used for lifting and moving the material.
- b)
 - i. Unloading/loading with EOT Crane, the CR Coils from/onto the coil Holder/mandrel and decoiling & slitting properly in accordance with the specific size of body sheets and end sheets or coils.
 - ii. Unloading/loading with EOT Crane, the CR Coils from/onto the coil Holder/mandrel and operating staggered blanking line for production of Lids / ends.
- c) Performing the following processes in relation to the fabrication of steel barrels and related components, interalia.
 - Body Sheet Roll Forming to Bead Expanding i.e. , Rolling, Welding, Flanging, Corrugation and Bead Forming, Pressing of End sheets for making Top & Bottom ends, fixing of Top and Bottom ends on body and seaming it properly with seamer with the help of available machines at the Said Plant. Also, lacquering, assembling shells/tops/bottoms and fixing composite liners onto barrels wherever necessary.
 - In-process inspection and testing as per **laid down BIS/BL/Customers' specifications** and conforming to National and International Standards and consequent Rectification/repairing of the defective components / barrels if any.
 - Surface pretreatment, Preheating, Painting, and baking of the Plain/Epoxy coated/GI Barrels and screen printing / stenciling on the barrels fabricated at the said plant.

NOTE : Screen Printing / Stenciling to be removed from the scope of job

- Stacking/De-stacking of Finished Plain/Epoxy coated barrels outside the manufacturing shed in the company premises.

- Online inspection of 100% barrels prior to dispatch to ensure full compliance as per customer's requirement.
 - Assisting in inspection of incoming materials & tools in accordance with the specification.
- d) Performing of allied and related jobs such as assisting in management of the Stores / Dispatch and Housekeeping of the Plant and the connected premises.
- e) Carry out the preventive maintenance or rectification to any breakdown of Plant and Machinery to keep them in good, clean and proper working order and condition. All spare required for maintenance, would be provided by the Company.
- f) Conducting and supervising, periodic maintenance checks and safety audits of the machines/equipments at the Plant, as required under applicable law and/or as may be directed by the Company and to deliver or cause to be delivered to the Company certified true and complete copies of such maintenance and safety audit reports as the case may be, in strict adherence to and in conformity with the highest standards of safety.
- g) Organising / stacking of all components , WIP materials, Finished and unfinished barrels / drums (including rejected / customers' returned barrels /drums) for Monthly / Annual Stock taking activities or as on or when required as per the instruction of the Officer-in-Charge.
- h) Discharge and perform such other and further tasks, functions and operations in relation to the manufacture and fabrication of Plain/EPOXY COATED/GI barrels & Bitumen drums and related components at the said Plant, as may from time to time be directed by the Company and/or the Officer-in-charge.

The Contractor shall expressly agree that using machines/equipment provided by the Company they would undertake the foregoing tasks, functions and operations in relation to the manufacture and fabrication of Plain/EPOXY COATED BARRELS and related components at the said Plant.

Date

Signature of Contractor with Seal

ANNEXURE III**DETAILS OF CONTRACTOR**

The following information to be furnished by the Contractor in the Pre-Qualification Bid.

1. Name of the Contractor :
2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company :
3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)

Registered Office:

Branch Office (quoted against this tender) :

Factory/Go down/Workshop :

4. Year of Establishment

Date of Registration (With Photo Copies)

Registration No.

Year of Commencement of Operations
5. Details of business activities including that of Sister Concerns, if any
6. No. of employees employed

❖ Permanent
❖ Temporary
7. List of existing customers dealing with for similar jobs along-with photo copies of un priced orders executed by the Contractor for similar jobs/light engineering fabrication job in last five years.

8. Annual turnover in the last 3 years (**Copies of Balance Sheet /Bankers/Income tax /CA Certificate to be attached as proof**) -

- a. **2016-17** :
- b. **2015-16** :
- c. **2014-15** :

9. a) Contractor's EPF Code Number & Issuing Office address :

b) Contractor's Contract Labour Licence Number (If any) :

c) Contractors GST Registration Number :

10. Whether any legal (Civil, Industrial, Criminal) cases/disputes are either pending or contemplated against the Contractor in any Court of Law or before any other authority? If so, please give the details.

11. Maximum amount of a single largest contract executed by the Contractor during the last three years: (Enclose proof of contract executed)

12. a) Details about Bankers (Name, Branch, Addresses with Tel. Nos.)

b) Details of fund based and non fund based facilities enjoyed from each bank.

β) Sanctioned Overdraft limit (Rs/ lacs)

χ) Working Requirement –Minimum of Rs.30.00Lacs (Attach Documentary proof)

13. Details of latest Income Tax Assessment and Clearance (Please attach certificates) / PAN No.

14. EMD PARTICULARS :

Demand Draft /Pay Order No. : Date

: Drawn On :

Amount :

ANNEXURE IV**TERMS AND CONDITIONS**

j.

E

ARNEST MONEY DEPOSIT(EMD): Earnest Money Deposit (EMD) of **Rs.5,00,000/- (Rupees Five lacs only)** to be paid by Demand Draft/Pay Order payable at **Mumbai** in favour of Balmer Lawrie & Co. Ltd. Cheque/Cash or any other form of payment are not acceptable towards EMD.

EMD will be refunded by Company's AT PAR Cheque / RTGS to the unsuccessful contractors after finalization of tender.

EMD of the successful contractor will be refunded only after they submit the necessary Security Deposit within the stipulated period against the work order placed on them. EMD will carry no interest. EMD amount may be adjusted against Security Deposit for the successful contractor.

Linking of EMD with earlier transactions/adjustments against pending bills or any other amount payable by Company is not allowed.

EMD is liable to forfeiture in the Following Events:

- a) In the event of withdrawal of offer during validity period of the offer.
- b) Non acceptance of Contract/Work Order.
- c) Non confirmation of acceptance of contract within the stipulated time.
- d) Any unilateral revision in the terms and conditions made by the Contractor during the validity period of offer.
- e) Non execution of the contract after acceptance of the contract due to any reason whatsoever.
- f) Non submission of Security Deposit.

OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED except for MSE/NSIC registered fabricators/vendors with valid certificates.

k. Bid Rejection Criteria

A bid may be rejected if,

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- li Conflict of interest between the bidder and the Company is detected at any stage.
- lii Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure- VII and also provide proof of such registration. Offers received from bidders

who are not registered under GST, will not be considered for any evaluation against this tender.

2. **VALIDITY OF WORK ORDER** : The contract if any awarded against this tender **will be valid for a period of 24 (twenty four) months extendable for a further period of another 12 months** at BL's option. BL will however have the option to terminate the contract forthwith in the event of any breach in any terms & conditions.
3. **VALIDITY OF QUOTATION** : The quotation should be valid for Company's acceptance for a period of 90 days (excluding the due date) from the date of opening of Price Bid of the tender.
4. **RISK PURCHASE** : If the Contractor fails to execute the contract or abandon's the contract during the course of the contract , as required by Company both in terms of quantity, quality and maintenance of plant & machinery etc, or breaches discipline or any terms of the contract ,Company shall be free to engage any other party at the cost and risk(s) of the Contractor.
5. **PAYMENT PROCEDURE** :

The Contractor awarded the fabrication contract , shall submit the bills on monthly basis along with the copies of the following latest by 10th of each month:-

- [a] Copy of the wage cum muster register duly certified by the authorized representative of the Company at the time of wage payment of the month for which bill is submitted.
 - [b] Receipted copy of Challans & statement showing individual employee wise contribution amount deposited towards EPF of workmen engaged by him during the previous to previous month.
 - [c] Form 12 showing employee wise detail of contribution towards PF (both employers/employees contribution) of the previous to previous month.
 - [d] Form 5 and Form 10 showing addition/deletion of employees during the month for the previous month.
 - [e] Form 3A & Form 6A prescribed for employee wise annual return of PF contribution would also have to be submitted.
6. After verification of all the above documents towards satisfactory compliance of the statutory payments, the Company will release the payment only for accepted quality of finished PLAIN/EPOXY COATED BARRELS on 25th day of the following month for which bills have been submitted .

Income Tax, as applicable, would be deducted from the each bill of the Contractor towards tax deducted at source for which necessary TDS certificate will be issued.

7. SECURITY DEPOSIT

The successful Contractor shall have to deposit with the Company total amount of **Rs.15.00 Lacs (Rupees Fifteen lacs)** as security deposit in the following manner :-

- a. **Rs.5.00 lacs (Rupees Five Lacs)** of EMD paid at the time of submission of tender will be converted to Security Deposit.
- b. An amount of **Rs.10.00 lacs (Rupees Ten Lacs)** to be deposited by Demand Draft/Pay Order in favour of Balmer Lawrie & Co.Ltd. payable at Mumbai within 15 days of award of contract. Cheque/Cash or any other form of payment will not be accepted.

OR

- c. **Bank Guarantee of Rs.15.00 lacs (Rupees Fifteen lacs)** executed by a Nationalized Bank approved by RBI as per Company's Standard format. In the event the Contractor is executing Bank Guarantee of the aforesaid amount, the EMD of Rs.5.00 lacs will be refunded after receipt of Bank Guarantee duly confirmed by the issuing bank. The bank guarantee executed should be valid for 18 months. The security deposit will not bear any interest. In the event of extension of the contract as mutually agreed by the Company and the Contractor, the Bank Guarantee also to be extended for a period of 6 months over and above the agreed period of extension.

Security Deposit is liable for forfeiture if successful Contractor in the event of :-

- a) Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- b) The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- c) The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- d) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- e) The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- f) Successful Contractor violates the tender condition.
- g) Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the

Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any, on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

8. RETENTION MONEY :

5% of the Gross Bill Value would be deducted every month as retention money and would be kept with the Company to the extent of maximum Rs.5.00 lacs (Rupees Five Lacs only). The retention money will be paid to the Contractor at the end of the contract provided all statutory liabilities have been discharged by the Contractor and the plant and machineries have been maintained and kept in good working conditions at the end of the contract.

In case of any un-discharged liabilities or damages in the building, plant and machineries, the retention money will be adjusted towards payment of statutory dues including penalty and interest if any and/or repairing of the building, plant and machineries.

9. WORK SCHEDULE:

The Contractor will be liable to draw up a monthly/weekly work program with the help of Officer-in-Charge to meet out the target set out.

The work shall be carried out in accordance with the following drawn up work program.

- i. The Contractor at their cost and expenses, strictly in accordance with the work programme and in consultation with the Company, will appoint or engage competent and trained workmen and other employees and/or personnel in Managerial, technical, engineering, clerical, administrative, supervisory and other staff cadres as may be necessary or required for the proper and efficient discharge and performance by it of the aforesaid tasks, functions and operations. The manpower complement required in connection with this fabrication contract shall be the total responsibility of the Contractor and the Company shall not be concerned in any manner with their antecedents, deployment, substitution for absence etc.

The installed capacity for the Main Line (Plain Barrels) is 2000 barrels / 8 working hour shift and Lacquer Line (Epoxy Coated) is 1350 barrels/ 8 working hour shift.

- ii The Contractor has to ensure whole hearted efforts for achievement of the output from each of the above Plants as per the installed capacity during normal working hours on a single shift of 8 working hours in 26

working days in a month basis. However, if the installed capacity is increased through changes in plant/ machinery/ lay-out/ process the Contractor has to achieve higher productivity in line with the increased installed capacity.

The 8 working hours mentioned above excludes lunch break, time for which shall be provided for separately as per the statutes.

- iii For any reason other than willful disobedience or any other willful act for not producing as per the agreed norms of production, if the production achieved during any month is below the quantity for which the Gross bill amount does not compensate the contractor to cover the standing cost for the month, the Company will pay the Contractor the standing cost (Rs/ month) agreed mutually. Standing cost will be linked to applicable minimum wages and statutory levies prevailing at the period under consideration. Certification of the officer-in-charge for the low production during the month without any willful disobedience or willful act for not producing as per agreed norms is a must for granting payment of standing cost.

Any Willful disobedience or any willful act for not producing as per the agreed norms, as mentioned above, shall be decided at the sole discretion of the Company

- iv. The Contractor shall separately maintain full and proper records as required by legislation or regulation as applicable to the Contractor and/or as may be required by the Company in relation to the operation of the said Plant. If in any particular month the number of available working days (excluding Sundays and holidays) falls below or above 26 days, then the minimum production will be proportionately adjusted for that particular month.
- v. The Contractor shall in consultation with the Officer-in-Charge, jointly prepare every evening the production plan / program for the next day and on or before the last working day of the week preceding the relevant week, setting out in reasonable detail, *interalia*, the following matters :-
 - a) the number of Plain/Epoxy coated Barrels and related components the Contractor shall manufacture and fabricate over the forthcoming week as specified therein ("Target Production"),
 - b) the number of normal shifts required to achieve the Target production over the relevant period to which the work program relates,

- c) Details regarding the steps/measures undertaken or to be undertaken by the Contractor so as to achieve and to ensure continued compliance with all legislations, rules and regulations as applicable to the Contractor and in force from time to time in the UT of D&NH, including without limitation, licenses, no-objections and other compliances required to be complied with by the Contractor for the manufacture and fabrication of steel drums and related components at the said Plant;
- vi. The Contractor shall not employ persons below the age of 18 years in contravention of the Factories Act, 1948 and shall meet all statutory requirements as prescribed from time to time under various laws relating employment of labour.
- vii. The Contractor shall carry out the work for a minimum of 48 (forty eight) hours a week and 8 (eight) hours a day on all working days. If necessary and when required to meet the call-ups, the Contractor may also be required to work in two or more shifts in a day. Should the exigencies of work so demand, the Contractor shall work on Weekly off days and other holidays as well subject to receipt of prior notice from the Company either in writing or verbally followed by a written confirmation. For such additional production done beyond the normal working hours, the Contractor shall be suitably compensated.
NOTE : For second shift operations at Epoxy Coated Barrel Line, the contractor has to provide trained / skilled manpower. Additional cost incurred will be reimbursed by the company.
- viii. For any production/maintenance or any other activities to be performed beyond normal shift hours, the Contractor will obtain written permission from the officer – in – charge in advance for no. of employees to be engaged for such jobs and the period of their engagement beyond normal shift hours.

For such engagement of the Contractor's employee on Overtime, the Company will reimburse the Contractor @ Rs/equivalent Barrel subject to escalation / de- escalation linked to minimum wages . No administrative charges & profit margins will be paid for working on overtime hours.

- ix. In the event of requirement of any additional manpower over & above the stipulated manpower for any particular job, the cost of such job will be reimbursed by the Company on Lump sum basis linked to that particular job . No additional administrative charges will be paid on the aforesaid additional manpower employed.

- x. The Contractor will not make any additions, alterations or renovations in or to Plant & Machineries without the prior written consent of the Company.
- xi. The Contractor will keep and maintain Silvassa Plant, all equipment therein and all attendant facilities in good, clean, proper repair and working order and condition and strictly adhere and conform at all times to the instructions / directions issued by the Company from time-to-time Provided however that spare parts if any required by the Contractor, shall be supplied by the Company.
- xii The Contractor shall comply with all applicable laws.

10. FACILITIES:

Company would provide testing equipment and plant and machinery and other utilities/facilities such as, water, power, fuel and compressed air.

11. RESPONSIBILITY:

- A) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- B) The Contractor will ensure that workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- C) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the fabrication contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.

- D) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- E) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.

F) **QUALITY ASSURANCE** :

The Contractor shall ensure quality in the manufacture of Plain/Epoxy coated Barrels, as per recognized standards. Company's representative shall have the right to inspect and/or test the drums manufactured at any point of time during the course of fabrication, with a view to ensure their conformity to the required specifications/standards, as necessary. If at any time the Officer-in-Charge is of the opinion that the job has been unsatisfactorily done and the Contractor does not forthwith rectify the defect or re-do to the satisfaction of the Officer-in-Charge, the Officer-in-Charge will have the right to reject the defected barrels/drums fabricated or may take necessary action, as deemed fit, and whose decision would be final and binding on the Contractor.

The Contractor shall endeavor to restrict the line rejection generated out of manufacturing of Plain/Lacquer Barrels should not exceed a maximum of 0.25%.

- G) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- H) The rate quoted by the Contractor shall deem to cover working under all conditions, including adverse conditions, if any, as well as supervision from the Contractor's side and overheads of all kinds. The rates quoted shall take into account all kinds of expenditure to be incurred by the Contractor in engagement of personnel including supervision of the operation for fabrication of drums and related activities so as to conform to the prevalent law and statutory requirements that may be applicable from time to time.
- I) Any disposal of any item of whatsoever nature will be the responsibility of the Company. However, the Contractor will be responsible for bundling/shifting of the rejections/non usable stores and consumables to the designated place as per the instruction of the Officer-in-charge without any additional cost.

The Contractor shall be specifically responsible for the following statutory compliances in respect of personnel engaged by him for the operation and supervision of the fabrication contract and jobs related thereto:

J) The Contractor would be responsible for the preventive maintenance/and or rectification of any breakdown to the plant and machinery to keep them in working condition would be of the Contractor. Therefore, the Contractor will be required to maintain "Maintenance Team" at their own cost to attend to the repair work of the machines immediately. However, the spares, if any needed, will be supplied to the Contractor by Company free of cost.

K) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of indiscipline, in-subordination or rowdism.

While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.

L) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

M) Normal "Production Incentives" will be proportionately reduced in case of:

i. Breakdown at plant ii) Minor accident at Plant, iii) Return of Drums (D3) from customers end, iv) Customers' complaint on particular batch of production & v) Internal Rejection.

12. EMPLOYEES PROVIDENT FUND

a) Under the provisions of Employee Provident Fund and Misc. Provision Act-1952, every employee engaged by the Contractor is entitled and required to become a member of the PF. As such, the Contractor must deposit matching contribution equivalent to the contribution of employees engaged by him plus administrative charges as applicable and deposit in Government Treasury/Bank. The present PF rate is 12% each by the employee and employer with administrative charges of 1.63% thereon of the total wages to be borne by the Contractor. Accordingly, the Contractor should be duly registered with Regional PF Authorities and should have own EPF Code Number. The Contractor will submit the copy of EPF code no. allotted to him by the authorities along with the tender.

The contractor should ensure payment to PF authority within stipulated payment date. Any penalty arising out of late payment or non payment will be on contractors account.

The Contractor will have to submit every month along with his bill, receipted copies of the following :-

- [1] Challans for amount deposited towards EPF of workmen engaged by him during the period.
- [2] Form 12 showing employee wise detail of contribution towards PF (both employers/employees contribution)
- [3] Form 5 and Form 10 showing addition/deletion of employees during the month.
- [4] Form 3A & Form 6A prescribed for employee wise annual return of PF contribution would also have to be submitted.

The receipted copy of Sr. Nos. 1, 2 & 3 of the previous to previous month, to be submitted alongwith next months bill. Non submission of the aforesaid Forms and/or any discrepancies in the aforesaid contribution will lead to deduction from the contractors bill till evidence of satisfactory compliance.

- b) The Contractor shall contribute towards EPF in respect of employees engaged by him at the rates, which are in force from time to time under the EPF & Misc. Provisions Act.
- c) The Contractor will maintain register / records and nomination forms required under the EPF & Miscellaneous provisions act in respect of all the employees engaged by them with their Manager in the site office in original and the same should be produced immediately for inspection by authorized representative of the Company and/or the statutory authorities at any time during the tenure of the contract.

The Contractor should also maintain copies of all related documents in their Registered Office.

- d) Every year Contractor will arrange distribution of Annual Statement of PF to all his employees.

13. CONTRACT LABOUR REGULATIONS

- a) The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.

b) The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Factories Act or the Contract labour (Regulation & Abolition) Act-1970 or their applicable law, rule or regulation, if applicable.

c) The Contractor will maintain register of the workers engaged by him (Form IX) as prescribed under the act.

d) The Contractor will maintain a wage cum muster register (Form XVIII) under the act and obtain signatures/thumb impression of workmen on the same and would get the register duly certified by representative of the Company.

A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.

The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.

The tender shall keep a copy of the same in their Registered Office.

e) The Contractor will maintain register of deductions / fine / advance and overtime as prescribed under the act.

f) Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

14. PAYMENT OF MINIMUM WAGES

- The Contractor will pay minimum wages as prescribed / revised for Silvassa region in the Union territory of Dadra & Nagar Haveli from time to time, at rates prescribed for different categories of workmen engaged by him i.e. highly skilled, skilled, semi skilled and unskilled.
- Minimum wages as stipulated by the competent authority in the Notification No. LEO/MW/DNH/859/2004 dated 01.08.2004 and subsequent amendment thereof applicable to Engineering Industries in the Union Territory of Dadra and Nagar Haveli as on date.

- The Company may at its discretion grant an annual increase upto 8% in the salary of Supervisor, Manager and Clerical Staff based on their performance.
- The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.
- As on the date of signing this agreement all previous Agreements on payment of incentive scheme, wages, overtime etc related to the scope of work as defined in this agreement shall be null and void.
- In case of a change in the quantum of outgo from the contractor towards their contribution to the statutory benefits to the employees arising out of any changes in the relevant statutes, the consideration payable by Balmer Lawrie to the Contractor shall also undergo a change and the revised consideration would be arrived at after mutual discussion and agreement on the subject.

15. PAYMENT OF WAGES

1 The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable. The disbursement of Wages will be in normal working hour in presence of Balmer Lawrie Officers.

2 As per the statutory rules of the Labour Contract Act, the disbursement of wages has to be made in the presence of the company authorized officer who would have the right to check the wage register. The register which is checked and signed by BL officer alone has to be submitted along with the monthly wage bill and vouchers and bill without the signature of the BL officer in the wage register would not be accepted for reimbursement and would be returned back without processing.

16. PAYMENT OF BONUS

- a) The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel.

In case of non-payment of wages or any other dues to any personnel engaged by the Contractor, Company will make the payment to the employee of the contractor. The company shall deduct Rs.100.00 per person per month over and above the amount paid to the contractor's employee from the bills of Contractor or from any other amount that may be payable to the Contractor under any contract or as debt payable by the Contractor.

The Contractor shall ensure wage standards, provisions (including the provisions of Wages, privilege and facilities) and wage period for all personnel engaged by him for the execution of the contract and as prescribed under the Payment of Wages Act, 1948, the Contract Labour (Regulation & Abolition) Act-1970, the Minimum Wages Act and rules framed there under, and any other applicable law, rule or regulation in this behalf including but not limited to the following:

b) WORKING TIME / REST INTERVAL / FACILITY

The Contractor shall ensure that the working hours/ rest interval etc. conform to the requirements as stipulated in the Factories Act, 1948.

c) WEEKLY OFF:

The personnel engaged by the Contractor will be allowed weekly off as per provisions of Factories Act, 1948.

d) NATIONAL HOLIDAYS

Three Nationals Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) shall be granted to all the workers with wages.

e) PAID LEAVE

The Contractor shall grant paid leave to personnel engaged by him as per the provisions and at the rate prescribed under the Factories Act, 1948.

f) SAFETY AND WELFARE

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, gears, appliances, including gloves, helmets, safety goggles etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately and recorded in

a register to be maintained with the Manager employed by the Contractor.

- Any loss or damage that may arise to the Company on grounds of noncompliance with the above safety and welfare provisions shall be to the account of the Contractor.

g) **WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, in the UT of D&NH for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be reimbursed by the Company on submission of documentary evidence.

17. RECORDS & CERTIFICATE OF COMPLIANCE

- The Contractor shall keep and maintain all records as are required to be maintained by him under various Industrial & Labour Laws applicable in the UT of D&NH.
- The Contractor shall furnish to the concerned offices/authorities in this behalf any and all information, report (s) and return (s) as are required to be furnished by him under any such laws, rules or regulations.
- The Company's authorized representative and/or the statutory authorities shall be entitled at all times to carry out any check (s) or inspection (s) of the Contractor's facilities, records and accounts to ensure that the provisions of the Labour & Industrial Laws and Regulations are being observed by the Contractor and that the personnel engaged are not denied the rights and benefits to which they are entitled under such provisions.
- Payment shall be released to the Contractor each month subject to the Contractor satisfying Company that the Contractor has paid/contributed all prescribed payments that has to be made under various statutory requirements and more specifically stated above in this tender.

18. LINKAGE OF FABRICATION RATE TO STATUTORY COMPLIANCES

The Union territory of Dadra & Nagar Haveli for Silvassa Region prescribes the minimum wage for different levels of skill and job and these are revised time to time by the Union territory of Dadra & Nagar Haveli. With any increase/decrease in the minimum wages by the Union territory of Dadra & Nagar Haveli, the fabrication rate shall be reviewed based on the actual number/category of personnel employed. **The prevailing minimum wages** stipulated by the **Union territory of Dadra & Nagar Haveli** will be the base rate for the purpose of submission of Price Bid. The fabrication rate quoted by the Contractor should be based on payment of minimum wages as presently applicable in respect of the required no. / category of personnel plus all the statutory payments like PF, Bonus, paid leave, WCI etc. and an estimate of expenses on providing and maintaining welfare & safety measures, as detailed above.

19. SUSPENSION OF WORK:

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

20. TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.

- b) On cessation of the fabrication contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
- c) Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the fabrication contract.
- d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

21. FORCE MAJEURE

Neither the Contractor nor the Company shall be considered in default in the performance of their contractual obligations, as long as such performance is prevented or delayed for reasons beyond the control of the concerned parties claiming the existence of Force Majeure events such as Acts of God, Severe Earthquake, Cyclone, Floods, Lightening, Fire, Explosion, War etc. etc.

22. SUB CONTRACTING

The Contractor shall not employ/deploy/engage any Sub Contractor and shall not permit any sub-Contractor or other agency engaged in, or work on his behalf to employ/deploy/engage any person/workman who is not fit or qualified for the job assigned, designated or entrusted to such person/workmen, with the right reserved in the Officer-in-Charge, as the case may be, to forthwith require the Contractor in connection with the work to remove any person/workmen considered undesirable. And upon a written requisition by the Officer-in-Charge, as the case may be in this behalf, the Contractor shall forthwith remove such person/workmen from the work and shall not employ/deploy/engage such persons without obtaining prior written clearance of the Officer-in-Charge, who has directed the removal of the workmen. The opinion of the Officer-in-Charge, with regard to desirability as aforesaid, shall be final.

23. TERMINATION

Without prejudice to the right (s) of termination provided or without prejudice to any other right or remedy available to the Contractor in this behalf, Company may terminate the contract in part or full at any time by giving the Contractor not less than two month's notice in writing if the Officer-in-Charge finds loss of order for any of the activities of fabrication of Plain / Lacquered

Barrel and/ or Bitumen drum for a period more than one month , the quality, efficiency or efficacy of the work performed by the Contractor, or any part thereof, to be unsatisfactory of which the Officer-inCharge shall be the sole judge. Upon termination, under and with reference to this clause, the Contractor shall only be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the Contractor in or for anything or for any loss in the profit or anticipated profit of the Contractor.

The Contractor has to ensure payment of the terminal dues to all employees as per the provision of the statute.

24. CONFIDENTIALITY / SECRECY

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labour, as the case may be as aforesaid.

25. ARBITRATION

Any dispute or difference in any nature whatsoever, any claim, cross claim, counter claim or set off or regarding any right, liability act, commission or omission of any of the parties hereto arising out of or any relation to this agreement shall be referred to the sole arbitration of C&MD, of Company, who may either himself act as the Arbitrator or nominate some other officer of Company to act as a Arbitrator.

The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties to the agreement subject to the provisions of the Indian Arbitration Act, 1996 and the rules there under and any statutory modifications

or re-enactment's thereof deemed to apply to the Arbitration proceeding under this clause.

Notwithstanding anything as mentioned above, if violation of any provision of this contract is made by either of the party which may be outside the premises of Indian Arbitration and Conciliation Act, 1996, the same shall be referred to the Appropriate Court of Law having ambit of Mumbai jurisdiction over the owner's premises, i.e. from where the contract is given.

26. GOVERNING LANGUAGE

The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

27. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Union Territory of Dadra & Nagar Haveli.

28. NOTICES

Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

29. HSE CLAUSE

1.	HSE REQUIREMENTS BY CONTRACTORS
a.	Housekeeping
b.	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.
c.	Confined Space
d.	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

	<p>As minimum Contractors must ensure the following:</p> <ol style="list-style-type: none"> Confined spaces are kept identified and marked by a sign near the entrance(s). Adequate ventilation is provided Adequate emergency provisions are in place Appropriate air monitoring is performed to ensure oxygen is above 20%. Persons are provided with Confined Space training. All necessary equipment and support personnel required to enter a Confined Space is provided.
e.	Tools, Equipment & Machinery
f.	<p>The Contractor must ensure that all tools & equipment provided for use during the Work is:</p> <ol style="list-style-type: none"> suitable for its intended use; 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); Used only by people who have received adequate information, instruction and training to use the tool or equipment. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.
g.	Working at Height
	<p>Any Work undertaken where there is a risk of fall and injury is considered to be working at height.</p> <p>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. People working at height must have "Medically Fit" certificate from the Authority.</p>
h.	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.
i.	Fall Protection Systems
	<p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> Only approved full body harness and two shock-absorbing lanyards are used, Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system, Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight, Lifeline systems must be approved by Owner before use. Use of ISI marked industrial helmet at all point of time.
j.	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.
k.	Stairways and Ladders
	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> 1. Fabricated ladders are prohibited. 2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. 3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting. 4. Ladders will be lowered and securely stored at the end of each workday. 5. Ladders shall be maintained free of oil, grease and other slipping hazards 6. Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using. 7. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.
l.	Lifting Operations
	<ol style="list-style-type: none"> 1. 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. 2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, 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.
m.	Lockout Tag out ("LOTO")
	<p>Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and</p> <p>Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.</p>
n.	Barricades
	<p>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</p> <p>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.</p>
o.	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.
p	Electrical Safety
	<p>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.</p> <p>The below measures will be taken:</p> <ul style="list-style-type: none"> 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.
q.	Hot Works
	<p>A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable</p> <p>fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a</p> <p>designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a</p> <p>safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to</p> <p>the use of temporary propane or resistance heating devices approval must be obtained from Owner.</p>
r.	Trenching Excavating, Drilling and Concreting
	<p>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.</p> <p>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.</p>
s.	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

	<p>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.</p> <p>Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p>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.</p>
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30. VENDOR'S 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.

ANNEXURE V**GENERAL CONDITIONS**

- A. The Contractor means all parties / firms, who respond against this tender notice and with whom the contract is placed and shall be deemed to include the Contractors' successors, representatives, heirs, executors and administrators duly approved by Company.
- B. Purpose of Contract: This contract is for fabrication of Plain/Epoxy coated barrels.
- C. All the rates given in the offer (separately for Plain/Epoxy coated Barrels) should be expressed both in words and in figures and where there is difference between two, the rates given in the words will be authentic.
- D. Every tender shall be in accordance with the (specifications and terms and conditions).
- E. All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
- F. Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
- G. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest money deposit or tie up with other transactions towards Earnest Money
Deposit will not be considered at all.
- H. Company reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. Company is not bound to accept the lowest tender and reserve the right to accept one or more tenders in part. The decision of Company in this connection will be final.
- I. The tender conditions are supplied in duplicate. The Contractor should read these conditions and return one copy by them confirming their acceptance.
- J. The Contractors are specifically advised to note that the Company normally would not carry out negotiations except with such parties

who is/are the lowest. As such, it would be in the interest of Contractors to quote lowest reasonable rates.

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

- K. In case of unsatisfactory performance of the Contractor, failure to adhere to prescribed norms or misbehavior with employees of Company etc., Company reserves its right to cancel part or whole of the contract or to deduct such amounts as Company may deem reasonable due to the loss of goodwill, business, or material from the security deposit. In such a case, Company also reserves its right to get balance portion of the job executed through other means at the entire risk and cost of the Contractor.
- L. The Contractor shall hold Company harmless and indemnified from and against all claims, charge and cost for which Company may be held liable under the Workmen' Compensation Act, 1923 and or under any other Act which is prevailing in the UT of D&NH and Employees Liability Act 1930 and amendments thereof and expenses which Company may be made to bear by them in respect of injuries to the servants and employees of Company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the Contractor his agents or his employees in carrying out the job of the Contractor.
- M. The Contractor shall hold Company harmless and indemnified from all claims, costs and charges for which Company may be held liable in respect of any loss of injury exchanged to any third party through servants / employees / agents. This indemnity shall be in addition to, and not in lieu of any indemnity towards Company may be entitled by law.
- N. The Contractor shall pay their workers as per the minimum wages act applicable in the Union Territory of D & NH, and shall indemnify Company against any claims arising out of any action taken against Company on account of Contractor's failure to fulfill the above conditions.
- O. The Contractor shall not publish any brochures, pamphlets or other literature relating to or concerning the said Plant, its running, operation, management or maintenance or issue any advertisements,

press reports or other publicity material except as may be previously authorized or approved in writing by the Company.

- P. Save as aforesaid, the Contractor shall not be entitled to receive any remuneration, fee, compensation or other payment for or in respect of the discharge and performance of its responsibilities and obligations under or pursuant to this Agreement.
- Q. Save as herein provided, the Contractor shall not make any profit or gain or derive any other benefit, monetarily or otherwise, from or by virtue of the day to day running, operation and maintenance of the said Plant and/or all its attendant facilities and/or the discharge and performance of its responsibilities and obligations in terms of this Agreement.
- R. The consideration as arrived at above is for the contractor to fabricate barrels with the use of the presently available infrastructure in the form of Plant & Machinery at BLC's Plant in Silvassa. In case if there is any change in the Plant and Machinery or process which would entail substantial increase/decrease in the requirement of manpower for operating the Plant, and/or substantially increase/decrease in the throughput of the Plant the consideration payable to the Contractor would be reassessed and determined by mutual discussion and agreement amongst the parties.
- S. The Contractor shall in the discharge of its duties and obligations under or pursuant to this Agreement, take all reasonable precautions in conformity with the highest standards of safety and shall take all necessary steps and measures to ensure that the said Plant or any part thereof or any equipment, structure, installation, fittings and fixtures owned by BLC and located therein are not damaged or destroyed. Any such damage or destruction as aforesaid shall be repaired / replaced by the Contractor failing which the same shall be got done by BLC and the amount incurred thereon shall be recovered by BLC from the bills payable by BLC to the Contractor in case such damage or destruction are for reasons attributable to the contractor or any of their employees/workmen and contract labour appointed or engaged by them. The decision of the Officer-in-Charge on the adequacy of any of the aforesaid repairs/replacement work done by the Contractor or any costs recoverable by BLC from the Contractor in this behalf, shall be binding on the Contractor.
- T. The contractor shall give an undertaking and take responsibility about antecedents and character of it's the employees/workmen and the contract labour as well as such other personnel engaged by it under and pursuant to clause II of Annexure IV.

- U. The Contractor shall arrange to obtain necessary entry permits for the contract labour and/or the employees/workmen and arrange to issue identity cards to its employees/workmen at their cost.
- V. The Contractor shall ensure quality in the manufacture and fabrication of steel barrels as per recognized standards. BLC's representatives shall have the right to inspect and/or test the steel barrels manufactured and fabricated as aforesaid, at any point of the time during the course of manufacture and/or fabrication, with a view to ensure their conformity to the required specifications/standards as necessary. If at any time the Officer-in-charge is of the opinion that the job has been unsatisfactorily done and the Contractor does not forthwith rectify the defect or redo to the satisfaction of the Officer-in-charge the same, the Officer-in-charge shall be entitled to reject the defective barrels or may take necessary action, as he may deem fit, and whose decision shall be final and binding on the Contractor. In such events BLC shall be entitled to deduct from the bills of considerations payable under this Agreement to the Contractor, loss incurred for such defective barrels which will be calculated in the manner in clause 31 herein below.
- W. Wherever any dispute regarding the jobs in day to day operations arises, the decision of the Officer-in-charge in writing shall be final and binding on the Contractor.

ANNEXURE VI**PRICE BID FORMAT FOR PLAIN/LACQUER BARRELS ARE ATTACHED SEPARATELY.**

A] The Estimated Average Production per month would be :

1.Plain Barrels	: 60000 Nos./Month
2.Lacquer Barrels	: 55000 Nos./Month

B] Productivity per shift to be achieved is as follows :

1.Plain Barrels	: 2000 Nos./Shift
2. Lacquer Barrels	: 1400 Nos./Shift

C] Slabs for Margin :

Plain Barrels :

Per barrel rates are based on calculations as indicated below. The minimum reimbursements will begin from 44200 brls. per month in the main line and 62400 brls. per month (on double shift basis) in the lacquer line. This is based on the assumption of average minimum daily production of 1700 brls. in the main line and 1200 barrels in lacquer line in 26 working days. In case the number of working days in a month is lower or higher, the production numbers will be proportionately adjusted. The reimbursable per barrel rates for various production levels in the main line beyond the stipulated minimum numbers is also indicated hereunder. For quantities falling in between two levels rate applicable to the immediate lower level will apply.

The reimbursable per barrel rates for various production levels in the main line beyond the stipulated minimum numbers is also indicated hereunder. For quantities falling in between two levels rate applicable to the immediate lower level will apply

a) **Plain Barrels :**

Main Line	Main Line
Productivity	Production per Month (26 working days)
Upto 1700	44200
1701 - 1800	45500
1801 - 1900	48100
1901 - 2000	50700
2001 - 2100	53300
2101 - 2200	55900
2201 - 2300	58500
2301 - 2400	61100
2401 - 2500	63700
2501 - 2600	66300
2601 - 2700	68900
2701 - 2800	71500
2801 - 2900	74100
2901 - 3000	76700

b)Margin for Slab of Plain Barrels :

Plain Barrel	Percentage (%)
Upto 1700	60%
1701 – 1800	70%
1801 – 1900	80%
1901 – 2000	90%
Above 2000	100%

Epoxy Coated Lacquered Barrels:**a)**

Lacquer Line	Lacquer Line
Productivity	Production per Month (26 working days)
upto 1200	62400
1201 - 1300	65000
1301 - 1400	70200
1401 - 1500	75400
1501 - 1600	80600
1601 - 1700	85800
1701 - 1800	91000
1801 - 1900	96200
1901 - 2000	101400
2001 - 2100	106600
2101 - 2200	111800
2201 - 2300	117000
2301 - 2400	122200

b) Margin Slab for Epoxy Coated Lacquered Barrels:

Lacquer Barrel	Percentage (%)
Upto 1200	60%
1201 – 1300	70%
1301 – 1400	80%
1401 – 1500	90%
Above 1500	100%

SAMPLE PRICE BID

Productivity Per Day – Main Line	Rs/Brl
upto 1700	
1701 - 1800	
1801 - 1900	
1901 - 2000	
2001 - 2100	
2101 - 2200	
2201 - 2300	
2301 - 2400	
2401 – 2500	
2501 - 2600	
2601 - 2700	
2701 - 2800	
2801 - 2900	
2901 - 3000	
Productivity Per Day – Lacquer Line	Rs/Brl
Upto 1200	
1201 – 1300	
1301 – 1400	
1401 – 1500	
1501 – 1600	
1601 – 1700	
1701 – 1800	
1801 – 1900	
1901 – 2000	
2001 – 2100	
2101 – 2200	
2201 – 2300	
2301 – 2400	

The above figures are derived figures based on the Excel Sheet attached alongwith the tender documents and these derived figures are to be separately filled during on-line Price e-bid.

In the Excel sheet (Contractors Gross margin), you will have to key in the margin amount (Highlighted block) to derive slab wise rate per barrel which can be quoted in our online Price Bid.

Details of number of manpower required and minimum wages applicable presently are given in the Price Bid Format. The wages mentioned is as per the existing rates applicable (as per Dadra & Nagar Haveli). In case of change in rate, the same will be applicable accordingly.

No hard copies of the Price Bid will be acceptable to us. For any further clarification, you may contact Mr. Amlan Gupta on Cell No. Landline (022) 66258190/ Mr P N Angira (Mob 8511149833).

On-line Price e-bid to be submitted by the due date mentioned in the tender documents.

NOTE :- Main Line include Plain Tight Head(TH), Plain Open Head (OH) Barrels, & Composite (Steel plus Plastic) Barrels.

Epoxy Coated Line includes Tight Head, Open Head internal epoxy coated Barrels.

Internal painted Open Head (OH) barrels.

Name of the authorized person signing -

Designation - Name of the Contractor -

Note : The above slabs are subject to revision in future due to change in productivity based on the enhancement of the capacity of Plant & Machinery. The company will reserve the right to modify the slabs in such case.

The following payments will be made on the basis of reimbursement on the submission of documentary evidence of actual cost / payment incurred by the Contractor. :-

- [1] Payment towards uniform, shoes, safety gears to his employees. (one pair of Safety Shoes, 2 sets of uniforms to be provided per year).
- [2] Statutory payments (EPF, WCI/Insurance).
- [3] Bonus at the rate of 8.33% per annum.
- [4] Leave wages as applicable as per Factory Act.
- [5] Gratuity, if applicable as per Act.
- [6] Cost of Two cups of tea @Rs.4 per cup, to all employees for normal shift working.
- [7] Cost of meal @ Rs 40/- per employee for overtime working beyond 4 hours after normal shift working on weekdays only. No payment will be made for Sunday / Holidays overtime upto 12 hours.

Any liability pertaining to PF, Bonus, Gratuity, leave wages and welfare expenses before the commencement of this contract will be borne by the Contractor.

ANNEXURE VII**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 for "FABRICATION OF BARRELS" as set forth in Work order.
3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.

ii) Bidder should quote only in the Price Bid format.
4. The tenderer is deemed 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
5. **Tender Evaluation**
The tender would be finalized on the basis of Lowest Slab of Profit Margin / Nett delivered price (NDP).
6. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
7. **The tenderers are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest tenderers originally. As such, it would be in the interest of the tenderers to quote lowest possible rates.**
8. **Responses will be accepted subject to meeting the pre-qualification criteria mentioned in the tender.**
9. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, 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 tenderer (s).
10. **Safety**
The successful bidder should ensure necessary safety gears (like hand gloves / safety shoes/ helmet etc.,) are provided to their employees to perform the commissioning and erection 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

11. **Statutory Compliance**

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with.

Annexure-VIII**A. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIIIA attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

B. DETAILS OF VENDOR
DETAILS OF BIDDER

ANNEXURE-VIIIA

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

ANNEXURE IX**CONDITIONS FOR ONLINE BID SUBMISSION****Procedure For Bid Submission**

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

1. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for Balmer Lawrie helpdesk officers

C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park, Chembur Mumbai-400 071
Contact Person 1.Mr. Sachin Toraskar, Land No 022 66865610 Email - sachin.toraskar@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4. Mr. CH.Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

2. Pre-Requisites Before Login to System(Software requirements.)

Minimum System Requirements:

- Later Processor
- Minimum of 1 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- High Speed Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

Win 7/ WIN-8/Win-10

Browser Version:

- Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment is installed on your machine or not.

3. Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e.Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class II) for 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.

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno commercial / Unpriced bid at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. 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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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.

Disclaimer Clause:

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.

ANNEXURE –X

(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 “Carrying out Mechanical Maint. 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)
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: