



SBU – Industrial Packaging
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No.091-022-66258209/66258190
Fax No. 091 - 022- 66258200

NOTICE INVITING TENDER

Tender No. 0100PE1068 dated 17.04.2018

Due date of Tender: 07.05.2018 at 14:00 hrs.

INTRODUCTION

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online Public e-Tender under Two Bid system** from **Contractors** for carrying out **PRODUCTION RELATED ASSISTING JOB OF VARIOUS NATURE IN BARREL MANUFACTURING** in **Balmer Lawrie & Co. Ltd., Industrial Packaging, Chennai, No.32, Sathangadu Village, Manali, Chennai – 600 068 from JUNE 2018 to MAY 2020 (24 Months).**

Conducted at e-Procurement Portal: <https://balmerlawrie.eproc.in> and the Tender Document can be downloaded from www.balmerlawrie.com.

Contact details for any clarification over the tender for participation.

<p>Balmer Lawrie & Co. Ltd. SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.</p>	<p>C1 India Pvt. Ltd. 603,Coral Classic,20th Road,Near Ambedkar Park,Chembur Mumbai-400 071</p>
<p>Contact Persons 1.Mr.A S Das, Mob.07600067189 Land Line No.022 66258216 e.mail:das.as@balmerlawrie.com 2.Mr.T.R.Srimagesh, Mob.9840330389 Land Line No.044 25946642 e.mail:srimagesh.tr@balmerlawrie.com 3.Mr. T. S. Elangovan Land Line No.044 25946651 e.mail:elangovan.ts@balmerlawrie.com</p>	<p>Contact Person Mr.Tirtha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2. Mr Tuhin Ghosh, Mob : 8981165071 Email – tuhin.ghosh@c1india.com 3. Mr. CH. Mani Sankar, Mob- 8939284159 Email- chikkavarapu.manisankar@c1india.com 4. Mr. Partha Ghosh, Mob : 8811093299 5 Ms Ujwala Shimpi(Mumbai). 022-66865608. Email-ujwala.shimpi@c1india.com</p>

FORMAT OF TENDER DOCUMENT CONSISTS OF:

- A. Instruction for bidders
- B. Tender Base Information
- C. Pre-Qualification Criteria
- D. Nature of Work
- E. Commercial / General Terms & Conditions (Annexure – I)
- F. Scope of Work & Schedule of Requirement (Annexure-II)
- G. PRICE BID FORMAT (Annexure –III)
- H. Code Of Conduct For Vendors (Annexure –IV)
- I. HSE Requirements By Contractors (Annexure – V)
- J. GST Compliances (Annexure-VI)
- K. Details Of Vendor (Annexure-VII)
- L. PROFORMA for BG as SD (Annexure-VIII) & CPPP Declaration (Annexure-VIIIA)
- M. Conditions For Online Bid Submission (Annexure – IX)

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

A. **INSTRUCTIONS FOR BIDDERS:**

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online Public e-Tender under Two Bid system** from **Registered Contractors** for carrying out **PRODUCTION RELATED ASSISTING JOBS OF VARIOUS NATURE IN BARREL MANUFACTURING** in **Barrel Plant, Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai – 600 068** **from JUNE 2018 to MAY 2020 (24 Months)**, as per detailed specification contained in **Annexure- I**.

1. **SALIENT FEATURES OF THE TENDER:**

- i. **The bidder should be registered in Balmer Lawrie Web Portal through M/s. C1 India Pvt. Ltd., for online e.bidding.**
- ii. **Tender Type – PUBLIC TENDER - Bidders has to participate in this tender through BL e-procurement website: Portal <https://balmerlawrie.eproc>.**
- iii. **Tender Category – TWO BID TENDER [The tender document consists of Un priced Bid & Price Bid]**
- iv. **Pre- Qualification Criteria for bidders is must.**
- v. **Evaluation Type Schedule-wise: Rates are compared as groups of similar items.**
- vi. **Payment of Earnest Money Deposit / Security Deposit**
- vii. **Please Refer to Annexure – I for detailed Scope of Work & Schedule of Requirement.**

2. **TENDER DETAILS:**

Tender Documents comprises two parts viz. **Part-I (Un-priced)** and **Part-II (priced)**.

The **Un-priced Part** consists of Pre-qualification Criteria, Details of Bidder, Notice Inviting Tender, EMD/ SD Payments Conditions of Contract & the Priced Part consists of details of Destination and Estimated Requirement.

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority.

Further, **only the Price-Bid of technically qualified BIDDER who meet the pre-qualification criteria as mentioned in the tender will be opened.**

The bidder have to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participate in the as per guidelines provided under **“Conditions for Online Bid Submission”** in the last pages.

The bidder has to keep track of any changes by viewing addendum / corrigendum 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.

3. **TENDER SUBMISSION:**

After submission of bid online, the bidders are requested to submit the originals of Demand Draft (DD) towards EMD to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement.

The bidder shall invariably furnish the original DD to the tender inviting authority **before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder.** The Company shall not take any responsibility for any delay or non-receipt.

The bidder 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.**

M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not 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.

All correspondence shall be addressed to the office of **Manager (SCM) M/s. Balmer Lawrie & Co Ltd., J N Heredia Marg, Ballard Estate , Mumbai 400 001 Land Line : 022066258216 / Fax no : 66258200.**

4. IMPORTANT POINTS TO BE NOTED:

- i. **Due date for Price Bid submission 07.05.2018 at 14:00 hrs.**
- ii. All documents required in the tender can be deposited in the Tender Box at **our Ballard Estate Office, 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001.**
- iii. The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **This document is the Tender.**
- vi. **The Acceptance of the Order by the successful bidder will form the contract.**
- vii. **Bid Security / Earnest Money Deposit (EMD)/ Bid Bond.**

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –VIII.A.

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

5. 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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of **THREE MONTHS** from the date of opening of the Price Bid.

7. BID REJECTION CRITERIA:

A bid may be rejected if

- If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- Conflict of interest between the bidder and the Company is detected at any stage.

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.

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

9. **COMPLETE SCOPE OF WORK:** The complete scope of work has been defined in Annexure- I of the tender document. **Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.**

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

B. TENDER BASE INFORMATION

1.	Tender No.	:	0100PE1068 dt.17.04.2018
2.	Tender Title	:	
	PRODUCTION RELATED ASSISTING JOBS OF VARIOUS NATURE IN BARREL MANUFACTURING		
3.	Tender Description	:	
	Balmer Lawrie & Co. Ltd., Industrial Packaging invites Online Public e-Tender under Two Bid system for carrying out Production Related Assisting Jobs of various nature in Barrel Manufacturing in Barrel Plant, Balmer Lawrie & Co. Ltd., Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai – 600 068 from JUNE 2018 to MAY 2020 (24 Months).		
4.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, International Competitive Bidding–ICB)	:	NCB - National Competitive Bidding
5.	Factory / Division	:	Industrial Packaging, Chennai
6.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
7.	Section / Sub-division	:	-
8.	Tender Category (Single Bid/ Two Bid / EOI)	:	TWO BID TENDER
9.	Evaluation Type: (Item-wise: Rates are compared at individual item level , Schedule-wise: Rates are compared as groups of similar items)	:	SCHEDULE-WISE
10.	Estimated Value (min)	:	N.A.
11.	Estimated Value (max)	:	N.A.
12.	Payment Level (Tender Level / Item Level)	:	TENDER LEVEL
13.	Currency of payment	:	Indian Rupees (INR)
14.	EMD Amount	:	₹ 1,40,000/- (Rs. One Lakh Forty Thousand only)
15.	Payment Mode	:	Demand Draft only Cheque / Cash / NEFT or any other forms of payment are not acceptable
16.	Payable at	:	Mumbai, in favor of M/s. Balmer Lawrie & Co. Ltd.
	The Demand Draft/Pay order has to be made from a Scheduled Indian Bank . The EMD/Bid Bond to be deposited within the Due date for the tender. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.		

C. PRE-QUALIFICATION CRITERIA

The bidders are required to **fulfill the following pre-qualification criteria** to qualify for **price bid opening**.

SNo. Pre-Qualification Criteria	Documents need to submit
a. The bidder shall have at least three year experience in providing and managing man power in light engineering fabrication industry/barrel manufacturing industry (or) similar type of work in Light Engineering industry.	Certificate of Incorporation/ Certificate of Registration/ Trade License/Factory License / Self-declaration on company's Letter Head.
b. The bidder is required to attach documentary evidence of successful providing and managing man power in light engineering fabrication industry /barrel manufacturing industry or similar type of work during last three years and should meet either of the following criteria – 1. Two similar completed works costing not less than the amount equal to Rs. 25 Lakh. (or) 2. One similar completed work costing not less than the amount equal to Rs. 35 Lakh	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of order completed with their respective value satisfying either of criteria
c. The bidders should have an average annual financial turnover during the last three years (2014-15,2015-16,2016-17) , ending 31st March of previous financial year, should be at least Rs 40 Lakh.	Chartered Accountant Certified Profit & Loss & Balance Sheet copies.
d. Statutory Licenses & documents : i. P. F. No. under the provision of EPF Act and Misc. Provision Act, 1952. ii. Copy of PAN No. in their Firm's Name. iii. License under the Contract Labour (Regulation & Abolition) Act. iv. ESI Code No. issued by ESIC. v. Goods & Service Tax (GST) No.	Copy of Valid documents to be provided.
e. Earnest Money Deposit ₹ 1,40,000/-	EMD by way of Demand Draft only.

Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.

D. NATURE OF WORK

A. PRODUCTION RELATED ASSISTING JOBS DURING NORMAL SEASON (FOR 24 MONTHS)
1. For Plain Barrel: a. Oiling /swabbing / cleaning of barrel component in main line / unloading of tested barrel / loading & unloading of tested shells. [2" Bung fixing / Top & Bottom Lid fixing in Double Seamer] b. Chime painting of barrel (top / bottom) inclusive of bung shadow touchup painting. c. Finished Barrels Stacking / De-Stacking in the open yard / covered shed as instructed. d. Assisting in machine screen printing area.

<p>2. For Lacquer Barrel :</p> <ol style="list-style-type: none"> Transferring Shell / Lid from mainline and feeding into lacquer line. Cleaning of Lids with Solvent / Thinner before lacquering process. Unloading Lacquered Shell / Lid from lacquer Line & Stacking. The job is inclusive of cleaning of Lids, and bringing back to assembly line after lacquering, lacquer assembly / painting & chiming and bung shadow painting and drum stacking. Assisting in machine screen printing area. <p>3. Common to Plain & Lacquer Barrel: Packing the finished barrels with Kraft Paper / Corrugated Liner / Poly Sleeves wrapping [manual / machine] wherever applicable & fixing with BOPP tape and PVC washer changing work.</p>
<p>B. BARREL ONLINE / OFFLINE FINISHING WORK: DURING NORMAL SEASON (FOR 24 MONTHS)</p> <ol style="list-style-type: none"> Finishing (OH) Lacquer / Plain Barrel - <u>Nature of job:</u> Lid outside degreasing, fixing of gasket / Locking Ring / Lid chime painting. [The job inclusive of movement of lid from Lacquering Line to Main Line] Removing of paint from 2" & ¾" flanges / Dust Cap fixing for 2" & ¾" Bungs before painting of barrel. <p>I. To carryout above work, the successful bidder may have to engage the indicative requirement of manpower as shown below</p> <ol style="list-style-type: none"> 27 Labors under category – A (Annexure- II). 37 Labors under category – B (Annexure - II). <p><i>However, the bidders if in doubt may visit our plant in person during office hours to get them clarified on the above manpower requirement in detail well before the due date of this tender.</i></p> <p>II. The Company's normal working hours shall be between 9.00AM and 5.30PM. However, depending upon the production requirement, it may be extended up to 10.00PM and startup of production at 6.00AM which will be informed accordingly.</p> <p>III. The successful contractor must engage a full time Supervisor to co-ordinate between our officials and the successful contractor's workmen for timely completion of work on day to day basis.</p> <p>IV. The successful bidder's should ensure safe handling of the BARREL / LID. If Barrel, Lid are rejected because of the successful bidder's poor/defective/improper workmanship, then the repair / retrieval cost shall be recovered from the successful bidder.</p>

E. COMMERCIAL / GENERAL TERMS & CONDITION

Annexure - I

1.	The term "Company (or) BLCL" wherever mentioned in the tender document refers to "Balmer Lawrie & Co. Ltd."
2.	The term "bidder / Contractor" means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3.	Period of Contract: from JUNE 2018 to MAY 2020 (24 Months). The contract is extendable by Three Month as per tender. Further on mutual agreement with the successful bidder as per tender terms the contract is extendable for further period / exhausting balance order quantity whichever is later . The exact date of commencement of the contract shall be decided based on the finalization of the contract.
4.	The quantity mentioned under schedule of requirement is merely indicative and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered quantity by 10% during tenure of contract.
5.	Quantity interchange among above category of work within estimated awarded order value of the contract may be carried out by company on need basis.
6.	The tender quantity is only indicative and company does not give any commitment for above quantity.
7.	The rate quoted by the successful bidder to be kept valid throughout the tenure of contract. No increase in rate will be considered. Except for change in statutory levies imposed by Union / State Govt./ Local authorities.
8.	The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid.
9.	The bidders are requested visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.

10. **EARNEST MONEY DEPOSIT (EMD)/BID BOND:**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for ₹ **1,40,000/-** (Rs. **One Lakh Forty Thousand** only). Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

EMD is liable to forfeiture in the event of

- a. Withdrawal of offers during validity period of the offer.
- b. Non acceptance of orders.
- c. Non Confirmation of acceptance of orders within the stipulated time after placement.
- d. Any unilateral revision made by the bidder during the validity period of the offer.
- e. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- f. Non submission of Security Deposit.

For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –VIII A Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

11. **SECURITY DEPOSIT [SD]:**

The SD amount payable by the successful bidder would be **3% of contract value** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. **payable at CHENNAI**. The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. [or]

The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **30 Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format **given by company will only be used for submitting the BG.**

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a. Non Supply after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory

Any unilateral revision made by the successful bidder during the validity period of the contract.

12.	PAYMENT: Payment will be released 30days from the date of submission of bill as recorded at our Manufacturing dept.
13.	Sub-Letting: The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
14.	<p>General Obligations regarding workmen engaged by the successful bidder for working inside the factory / office premises.</p> <p>Workmen will be engaged by the Successful bidder based on the work to be carried out from time to time. The General Obligations of the Successful bidder in this respect are given hereunder. However, the following details / statement of obligations are not exhaustive.</p> <ol style="list-style-type: none"> a. The successful bidder will ensure that all legal requirement in relation to Contract Labour (R&A) Act 1970, Workmen Compensation Act, ESI Act, Provident Fund & Miscellaneous Provision Act, Bonus Act and other laws as applicable to the Company from time to time are complied with by the Successful bidder. b. The successful bidder will ensure and carryout his job safely. The Successful bidder will be liable to Company for any damage to the properties of the Company by the Successful bidder or his agent /employees while carrying out the job as detailed above and make good the same to the Company through payment as may be by the Company. c. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder. d. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder. e. The Successful bidder will ensure that his employees wear the safety appliances provided by the Successful bidder and that adequate safety precautions are taken by them while carrying out their work in the factory premises. f. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required. g. The Successful bidder will provide the company a list of his workmen who are required to carry out the work within the factory premises against which the Company will be providing them with gate passes. The Successful bidder's workmen will have to furnish the same at the Security check for entry into the premises. The Successful bidder will ensure that workers other than the names registered by them with the company / authorities are not employed. h. The Successful bidder will be responsible for discipline and behavior of their workers. The Successful bidder will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis. i. The Company will have privacy of Contract with the Successful bidder only and will give instructions to the Successful bidder or his authorized Manager / Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Successful bidder. j. Statutory Requirement:-The contract shall abide by and comply with the statutory requirement and maintain the records and recover / pay contribution in respect of the casual labours supplied to the company under the Factory Act, Central labour Act, PF Act, FPF Scheme, ESI scheme, Worker Compensation Act and other labour laws as applicable. In all respects, you shall be responsible for employment, welfare, conduct etc., of your employees and shall indemnify our company against any claim, demand or actions at the instances of any of your employees or by any authorities. k. The Successful bidder shall pay his workers their wages, other dues etc. regularly and punctually and within the time limit as stipulated in the CONTRACT LABOUR (R&A) ACT, MINIMUM WAGES ACT and PAYMENT OF WAGES ACT. as notified by <u>District Collector, Thiruvallur.</u> l. The successful bidder shall comply with and meet statutory requirements under the Casual Labour (R&A) Act 1970, Minimum Wages Act 1948, EPF & MP Act 1952 and ESI Act 1948 arising out of engaging your labour in our premises. m. The successful bidder shall also ensure to pay his workmen the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus. n. The successful bidder shall confirm and submit the proof of PF & ESI coverage for the persons employed by the successful bidder. While, submitting their monthly bills the successful bidder has to produce the proof of remittance towards PF & ESI for the labour engaged. In case if the successful bidder fails to do so, ESI @ 6.5% and PF @ 25.11% will be deducted from the payments due to the successful bidder. o. If the Successful bidder's workmen, representatives, agents etc., do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and / or require such person to be removed from the premises forthwith.

	p. The Successful bidder will be liable to indemnify / reimburse the Company all the money paid in addition to the expenses incurred by the company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.
15.	<p>Termination: Without prejudice to company's right to rate adjustment by way of discount or any other right or remedy available to company, company may terminate the Contract of any part thereof by a written notice to the bidder if :</p> <ol style="list-style-type: none"> The successful bidder fails to comply with any term of the Contract. The successful bidder informs company of its inability to complete the work (s) or any part thereof within the stipulated completion Period or such inability otherwise becomes apparent. The bidder fails to complete the work (s) or any part thereof within the stipulated completion Period and/or to replace /rectify and rejected or defective work(s) promptly. The successful bidder becomes bankrupt or goes into liquidation. The successful bidder makes a general assignment for the benefit of creditors. A receiver is appointed for any substantial property owned by the successful bidder. The successful bidder has misrepresented to company, acting on which the, company has placed the Order on the successful bidder. Upon receipt of said termination notice, the successful bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith. On termination of the contract, without prejudice to any other right or remedy available to company under the contract, in the event of company suffering any loss on account of delayed completion or non-completion, company reserves the right to claim and recover damages from the successful bidder in respect thereof.
16.	Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
17.	Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
18.	The company would not carry out any negotiations except with such contractors who is / are the lowest quoted contractors originally. As such it would be in the interest of the contractors to quote the lowest possible rate.
19.	The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at discretion.
20.	The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
21.	Penalty (Risk Purchase) clause:- Any failure on the part of the contractor in executing the contract as per tender terms will be viewed seriously. Further, the company reserves the right to engage any other contractor at the then prevailing rates and the additional cost if any incurred in this process will be recovered from the bills / SD of the successful contractor. Also the contractor may be debarred from participating in future tenders of the company.
22.	<p><u>GENERAL TERMS & CONDITIONS</u></p> <p>a. FORCE MAJEURE CLAUSE</p> <p>If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the ED (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.</p> <p>b. SAFETY AND WELFARE</p> <ul style="list-style-type: none"> water facilities provided to the personnel engaged by them in proper safe and hygiene condition. The Contractor shall provide safety clothing, shoes to the personnel deployed by him for carrying out the jobs in the factory premises, as required. Payment of the same will be done on submission of proof.

- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

c. SUSPENSION OF WORK:

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 -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).

d. CONFIDENTIALITY / SECURITY

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.

a. CODE OF CONDUCT FOR VENDORS

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

The supplier declares herewith:

- I. **Legal compliance** to comply with the laws of the applicable legal system(s).
- II. **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.
- III. **Respect for the basic human rights of employees**
 - a. 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;
 - b. to respect the personal dignity, privacy and rights of each individual;

- c. to refuse to employ or make anyone work against his will;
- d. to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- e. to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- f. to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- g. to comply with the maximum number of working hours laid down in the applicable laws;
- h. 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.

IV. **Prohibition of child labor** - to employ no workers under the age of 18;

V. **Health and safety of employees**

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

VI. **Environmental protection**

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

VII. **Supply chain** - to conduct 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.

f. **Control Regulations**

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

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

F. SCOPE OF WORK & SCHEDULE OF REQUIREMENT**ANNEXURE - II**

SNo. Description of Work	UOM	Estimated Qty.
A. PLAIN BARREL		
The Nature of Work consist of online cleaning of Barrel Components, Bung Fixing, loading & unloading of shell/barrel & chiming, bottom lid movement, staking finished barrel, packing barrel with Kraft Paper / Corrugated Liner / Stretch Wrap where ever required. Assisting in machine screen printing area.	Barrel	5,00,000
B. LACQUER BARREL		
The Nature of Work consists of unloading of shell from Mainline, movement of shell / lid to Lacquer line & loading, Lid cleaning with thinner. Unloading of Lacquered shell / lid from Lacquer Line and moving to Mainline for assembly staking finished barrel, packing barrel with Kraft Paper / Corrugated Liner / Stretch Wrap where ever required. Assisting in machine screen printing area.	Barrel	5,00,000
C. BARREL ONLINE / OFFLINE FINISHING WORK :		
1. Finishing (OH) Lacquer / Plain Barrel (Lid outside degreasing, fixing of gasket / Locking Ring / Lid chime painting(inclusive of movement of lid from Lacquering Line to Main Line)	Number	3,00,000
2. Remove paint from Flange (2" & ¾") / Fix Dust Cap to Bung (2" & ¾")	Number	4,00,000

NOTE: The bidders are requested to consider the following and accordingly quote their rates.

For A. PLAIN BARREL, B. LACQUER BARREL :

- All the jobs under category A & B shall be carried out on normal working hours, extended working hours as per company's requirement.
- The successful bidder has to engage suitable manpower Under Category A & B.
- Estimated Plain barrel production is about 2200 per shift and Lacquer barrel production is about 1000 barrels per shift.

For C. BARREL ONLINE / OFFLINE FINISHING WORK

- Finishing (OH) Lacquer / Plain Barrel - Nature of job: Lid outside degreasing, fixing of gasket / Locking Ring / Lid chime painting. [The job inclusive of movement of lid from Lacquering Line to Main Line]
- Barrel Top / Bottom / Body Touchup Work
- Painting of used 2" & ¾" bungs and re-fixing of twisted gasket

4. Removing of paint from 2" & ¾" flanges / Dust Cap fixing for 2" & ¾" Bungs before painting of barrel.
5. Repair & Re-work of MS Tight Head / Open Head Barrel inclusive of De-Stacking, Internal / External Inspection and Segregation type wise as instructed, Removal Screen Printed impressions over the Top/Bottom/Body of the barrel and removing the same by a suitable method, Removal of rust using Emery Sheet / suitable method, Paint touching up work over the cleaned area at Top / Bottom / Body as required, Chime painting over Top / Bottom area. Handling and leading the barrels from the repairing yard near to Paint Booth and loading into paint booth for full painting.
6. The successful bidder has to **provide manpower based on day to day requirement** as informed by our Officers.
7. The successful bidder have to bring their own accessories such as spray painting gun, paint brush, and other Tools & Tackles necessary to do the work. Paint, Pneumatic line connection for painting, Electric Power and Water etc. will be provided by the Company.

AWARD OF CONTRACT

1. **The lowest rate would be arrived considering the lowest *Cumulative Grand Total (A + B + C) of all type of work mentioned above as a **SINGLE LOT**.**
2. **100% order will be placed on the lowest [L1] quoted bidder.**
3. **The quantity mentioned is merely indicative** and company cannot give any commitment. Company reserves right at its discretion to **enhance ordered quantity by another 10% during tenure of contract.**
4. The contract is **extendable by Three Month** as per tender. Further on mutual agreement with the successful bidder as per tender terms the contract is extendable **for further period / exhausting balance order quantity whichever is later**).
5. **Quantity interchange among above category of work** within estimated awarded order value of the contract may be carried out by company on need basis.

UNDERTAKING FROM VENDOR

1. We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
2. **We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance against company's requirement.**
3. **Failure to provide the number will render the offer invalid and the offer will be summarily rejected. Registrations are a must to participate in this tender.**

Name of Company		Contact Name	
Seal		Designation	
Date		Signature	

G. SAMPLE PRICE BID FORMAT**ANNEXURE – III**

SNo.	Description of Work	UOM	Qty.	RATE Rs.	VALUE Rs.
A. PLAIN BARREL					
	The Nature of Work consist of online cleaning of Barrel Components, Bung Fixing, loading & unloading of shell/barrel & chiming, bottom lid movement, staking finished barrel, packing barrel with Kraft Paper / Corrugated Liner / Stretch Wrap where ever required. Assisting in machine screen printing area.	NO. (BRL)	5,00,000		
B. LACQUER BARREL					
	The Nature of Work consists of unloading of shell from Mainline, movement of shell / lid to Lacquer line & loading, Lid cleaning with thinner. Unloading of Lacquered shell / lid from Lacquer Line and moving to Mainline for assembly staking finished barrel, packing barrel with Kraft Paper / Corrugated Liner / Stretch Wrap where ever required. Assisting in machine screen printing area.	NO. (BRL)	5,00,000		
C. BARREL ONLINE / OFFLINE FINISHING WORK :					
	1. Finishing (OH) Lacquer / Plain Barrel (Lid outside degreasing, fixing of gasket / Locking Ring / Lid chime painting(inclusive of movement of lid from Lacquering Line to Main Line)	NO (BRL)	3,00,000		
	2. Remove paint from Flange (2" & ¾") / Fix Dust Cap to Bung (2" & ¾")	Number	4,00,000		
	Goods & Service Tax (%)				

H. CODE OF CONDUCT FOR VENDORS**ANNEXURE – IV**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment.

Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

- VIII. **Legal compliance** to comply with the laws of the applicable legal system(s).
- IX. **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.
- X. **Respect for the basic human rights of employees**
- a. 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;
 - i. to respect the personal dignity, privacy and rights of each individual;
 - j. to refuse to employ or make anyone work against his will;
 - k. to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - l. to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - m. to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - n. to comply with the maximum number of working hours laid down in the applicable laws;
 - o. 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.
- XI. **Prohibition of child labor** - to employ no workers under the age of 18;
- XII. **Health and safety of employees**
- a. to take responsibility for the health and safety of its employees;
 - b. to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - c. to provide training and ensure that employees are educated in health and safety issues;
 - d. to set up or use a reasonable occupational health & safety management system;
- XIII. **Environmental protection**
- d. to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - e. to minimize environmental pollution and make continuous improvements in environmental protection;
 - f. to set up or use a reasonable environmental management system;
- XIV. **Supply chain** - to make 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.

I. HSE REQUIREMENTS BY CONTRACTORS**ANNEXURE – V****a. Housekeeping**

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

b. Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed

As minimum Contractors must ensure the following:

- a. Confined spaces are kept identified and marked by a sign near the entrance(s).
- b. Adequate ventilation is provided
- c. Adequate emergency provisions are in place
- d. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e. Persons are provided with Confined Space training.

f. All necessary equipment and support personnel required to enter a Confined Space is provided.
c. Tools, Equipment & Machinery
The Contractor must ensure that all tools & equipment provided for use during the Work is:
<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.
d. Working at Height
Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.
e. 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.
f. Fall Protection Systems
Where fall protection systems are used then the Contractor must ensure the following is applied:
<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.
g. 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.
h. Stairways and Ladders
Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
<ol style="list-style-type: none"> Fabricated ladders are prohibited. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. Ladders will never be tied to facility services piping, conduits, or ventilation ducting. Ladders will be lowered and securely stored at the end of each workday. <p>(ii) Ladders shall be maintained free of oil, grease and other slipping hazards</p> <p>(iii) 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.</p> <p>(iv) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.</p>
i. Lifting Operations
<ol style="list-style-type: none"> Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., 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.
j. Lockout Tag out ("LOTO")
Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

k. Barricades
Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used. Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
l. 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.
m. 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.
n. Hot Works
A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.
o. 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>
p. Environmental Requirements
<p>Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.</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>
q. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS: The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

J. GST COMPLIANCES**ANNEXURE – VI**

1. Vendor to comply with all requirements under GST and provide their GST Registration details as against Annexure-VII.
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	

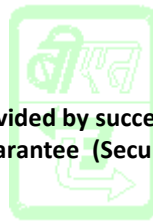
K. DETAILS OF VENDOR**ANNEXURE – VII**

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 /To	

L. PROFORMA for BG as SD.**ANNEXURE-VIII****(To be provided by successful bidder only)****Proforma of the Bank Guarantee (Security Deposit – 5% of order value)**

**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 providing the Service 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:



ANNEXURE-VIIIA

BIDDER TO SUBMIT ON THEIR LETTER PAD
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012.)

Dated

I/We, M/s,
address....., hereby declare that
I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum
(UAM) Number.....on Central Public Procurement Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim
through CPPP.

Company Authorized Signatory
(Seal & Stamp)



M. CONDITIONS FOR ONLINE BID SUBMISSION**ANNEXURE-IX****1. Registration with e.Procurement platform:**

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

Contact Person	Email	Contact Number
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299
CH.Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-022-66865608
Helpdesk Support (Kolkata)	-	+91-8017272644
Escalation – 1 Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071

Or

Balmer Lawrie's officials.

1. Mr. A S Das /Mob.07600067189/Landline-022 66258216 /e-mail- das.as@balmerlawrie.com
2. Mr. T.R. Srimagesh, Mob.9840330389/Land Line No.044 25946642/e.mail: srimagesh.tr@balmerlawrie.com
3. Mr. T. S. Elangovan, Land Line No.044 25946651,e.mail:elangovan.ts@balmerlawrie.com

2. Pre-Requisites before Login to System (Software requirements.)**a. Minimum System Requirements:**

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

b. Operating System:

- Windows 2000 Professional
- Windows XP

c. Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

d. 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.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his **Digital Certificate (ClassIII)** for submitting the bid electronically on e. Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e. Procurement 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.
5. **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.
6. **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 the due date 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.

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.