



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

NOTICE INVITING TENDER

Tender No. 0100PE1225 dated 11.10.2018.

Due date of Tender : 22.10.2018 at 15:00 hrs.
Opening of Price Bid: 22.10.2018 at 15:30 hrs.

On-line Two Bid Public Tender is organized to invite Offers for executing “Manual Screen Printing job” on the MS barrel on per impression basis for IP-Taloja for the period Nov’18 to Oct’20 (extendable for further 3 months with mutual consent). The tender document can be downloaded from www.balmerlawrie.com website

The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e.bidding.

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J.N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri A S Das , Manager (SCM) 7600067189 Email ID : das.as@balmerlawrie.com 2.Shri K Lader -Mob-7021790745, email ID: lader.kk@balmerlawrie.com.	Contact Person Contact Person 1. Mr.Tuhin Ghosh,Mob.08981165071 Email – tuhin.ghosh@c1india.com 2. Mr. Tirtha Das, Mob 9163254290 Email - tirtha.das@c1india.com 3. Mr. Ravi Gaiwal, Tel +9619379192 Email - ravi.gaiwal@c1india.com 4. Mr. Mani Sankar (Chennai) Mob.- 8939284159 E-mail- chikkavarapu.manisankar@c1india.com

1. 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 Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

1. **Please Refer to Annexure –II for detailed Technical Specifications/Scope of supply/Scope of Service**
2. The tender is invited in **Two Bid System**. The tender document consists of **Pre-Qualification Bid & Price Bid.**
3. All documents required in the tender can be uploaded with the tender or can be deposited in the Tender Box at the following address, “Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001” before the closing date & time of the Tender.
4. Important points to be noted

4.1 Due date for submission of bids 22.10.2018 at 15:00 hrs.

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

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

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier/Service Provider.

This document is the Tender.

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

5. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Annexure---

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

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

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

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	A. General Information B. Pre-qualification Criteria	I
2	Scope of Supply and Vendor obligation	II
4	Special Terms and Conditions	III
5	General Terms and Conditions	IV
7	Price Bid	V
8	GST COMPLIANCES & VENDOR DETAILS	VI & VIA
9	CPPP Declaration by MSE bidder	VII
10	Conditions for ON LINE Bid submission	VIII

7.0 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.

7.1 Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

7.2 Bid Validity

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

7.3 Bid Rejection Criteria

A bid may be rejected if

- i. The bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount.

- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. 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.

7.4 Clarifications

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*)

ANNEXURE-I

A GENERAL INFORMATION

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

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

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

Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in BL's website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Sealed offers should be dropped in the Tender Box available at Balmer Lawrie's Ballard Estate Office. Tender number with date and due date should be clearly mentioned on the Envelope.

B, Pre Qualification Criteria :

SR NO.	Criteria	Documents need to submit
1	The bidder shall have at least two years(to be considered from 01/04/2016) experience in the job of Screen Printing in Barrel /Drum Plant.	Certificate of ESI /PF / Service Tax /Trade License/Shop & Establishment License
2	The bidder is required to provide at least two Purchase Orders related to Screen Printing Jobs of amount Rs.10 Lacs each.	Purchase Order copies and completion certificates from the Authority.
3	The bidders should have an average annual financial turnover during the last 3 years (2014-15,2015-16,2016-17),ending 31 st March of each financial year, of at least Rs.12.00 Lakhs .	Chartered Accountant Certified Profit & Loss & Balance Sheet copies.
4	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
5	Earnest money deposit INR 36000.00	EMD by way of DD/Pay order /Bank Transfer
6.	The bidders should possess & maintain E S I & PF a/cs.	Copy of Certificates

Only those Vendors who meet the above Pre qualification criteria will be considered for opening of Price Bid.

Annexure –II

SCOPE OF JOB

Manual Screen printing job on finished MS Barrel.

Sr. No.	Description(No. of impression on Brl)	Quantity (No.of Barrel)
1	One impression	17,00,000
2	Two Impression	6,00,000
3	Three Impression	1,40,000
4	Four Impression	20,000
5	Five Impression	4,000
6	Six Impression	5,000
7	ISI/ BL logo/Epoxy coated impression	30,00,000

Note. Ink and consumables will be supplied by the company. Vendor has to arrange for screen & screen frame at their cost as per customer requirement. The vendor should depute manpower to carry on the Screen Printing impression job on Barrels at their cost.

Vendor / Contractor should arrange the manual screen and art work as per customer requirement with close co-ordination with Sales Administration.

Obligation of Vendor

1. The tenderer shall hold the company harmless and indemnified from and against all claims, charge and cost for which the company may be held liable under the Workmen's Compensation Act, 1948. Employees Liability Act, 1948 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the 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 tenderer.
2. The tenderer shall hold the company harmless and indemnified from all claims, costs and charges for which the 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 the Company may be entitled by law.
3. The tenderer shall pay their workers as per the **Minimum Wages** applicable in the State, and shall indemnify the company against any claim arising out of any action taken against the Company on account of tenderer's failure to full fill the above conditions.
4. The bidders are required to read all the terms and conditions and sign the pages as acceptance of the same while quoting the rate.
5. Company will not be responsible for the successful bidder's materials such as Hose, Spray Gun, and Tools & Tackles etc. It is the successful bidder's responsibility to keep these materials in safe custody.

6. The successful bidder must engage a full time Supervisor to co ordinate between our officials and the successful bidder's workmen for timely completion of work on day to day basis.
7. The successful bidder's should ensure safe handling of the barrels. If our barrels are rejected because of the successful bidder's poor/defective/improper workmanship, then the repair / retrieval cost shall be recovered from the successful bidder.
8. 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.
9. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
10. 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.
11. The following conditions **General Obligations with regard to workmen engaged by the successful bidder** towards execution of this contract inside our factory / office premises. However, the following details / statement of obligations are not exhaustive.
 - i. 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.
 - ii. 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.
 - iii. Workmen employed by the Successful bidder will be directly supervised and controlled by the Successful bidder.
 - iv. The Company will not be responsible for any liabilities towards the workmen employed by the Successful bidder.
 - v. 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.
 - vi. The Successful bidder will make his own arrangements for their transport, food land accommodation and any other facility if required.
 - vii. 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 fate 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.
- viii. The Successful bidder will be responsible for discipline and behaviour 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.
 - ix. 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.
 - x. 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.
 - xi. 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 **the Collectorate office, Silvassa U T of D &H.**
 - xii. 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.
 - xiii. 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.
 - xiv. 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.
 - xv. 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.

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.

12. Undertaking From Vendor

- i. We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
- ii. We are aware of the **Penalty & Risk Purchase** Clause of this tender, in case of non performance against company's requirement.
- iii. The offer submitted by us valid for a **period of 90 days** from the due date of opening of price bid.
- iv. On mutual agreement, the period of the contract could be extended further **THREE MONTH** prior to expiry of the contract at the same rate terms and conditions.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure - III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
To get manual screen printing done on finished MS Barrel.
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 in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Excise Duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract – 01.11.2018 to 31.10.2020** (Extendable for further three months with mutual consent) or Completion of quantity whichever is later.
6. **Tender Evaluation**

The tender would be finalized on the basis of Composite Lowest Nett delivered Value (NDV) Annexure -V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Despatch Instructions – Not applicable**
10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified 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 bidder (s)

ANNEXURE- IV

GENERAL TERMS & CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Supply

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

3. Reference for Documentation

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

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

5. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 3 working days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

- 6. Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs.36,000/- [Rs. Thirty six Thousand only] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if :

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

7. 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 –VII. 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
8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a period of 60 days (excluding the due date) from the date of opening of the tender.
9. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.
10. **PAYMENT TERMS**
Our payment terms are as follows:
Payment for the accepted material will be made within 30 days from the date of receipt of the material or bill whichever is later. Payments shall be made from the location of delivery or our Mumbai office at Ballard Estate.
11. **SECURITY DEPOSIT:**
Successful bidder will be required to pay Security Deposit equivalent to 5 % of the Basic Value of the Order within 7 days of issue of the Purchase Order by way of Demand Draft / Pay Order / Bank Gurantee as per format attached in favour of 'Balmer Lawrie & Co. Ltd., payable at Mumbai.
(Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001
Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.
- The Security Deposit will not bear any interest.
 - EMD of the successful bidder will be adjusted in Security Deposit.
 - Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
12. **RISK PURCHASE**
In case delivery of material is not effected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.
13. **Award of Contract**
The order will be placed on the L1 bidder only on Composite L1 basis.

14 The spill over quantity, if any, will be carried forward with mutual consent.

15. ARBITRATION

1. Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.
2. "In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018"

16. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the 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.

17. Relaxation of Tender Terms & Conditions

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

18. Price

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

Firm and not subject to escalation for any reason whatsoever till execution of entire order.

19. Termination

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace /rectify any rejected or defective material promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited.

20. HSE REQUIREMENTS BY CONTRACTORS

Housekeeping

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

Confined Space

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

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.

Tools, Equipment and Machinery

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

- a) suitable for its intended use;

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

Working at Height

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

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

a. 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.

b. Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

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

c. 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.

d. 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.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.

- a) Ladders shall be maintained free of oil, grease and other slipping hazards
- b) 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.
- c) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Lifting Operations

a. 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.

b. 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.

Lockout Tag out ("LOTO")

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

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

Compressed Gas Cylinders

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

Electrical Safety

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

The below measures will be taken:

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

Hot Works

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

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

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

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

Environmental Requirements

a. 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.

b. Spills

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

c. 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, vapours.

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

Annexure – V

SAMPLE PRICE BID DOCUMENT.

Sr.No.	Description	Quantity (Est Qty of Barrel)	Rate (Rs./Barrel)
1	Barrel with One Impression	17,00,000	
2	Barrel with Two Impression	6,00,000	
3	Barrel with Three Impression	1,40,000	
4	Barrel with Four Impression	20,000	
5	Barrel with Five Impression	4,000	
6	Barrel with Six Impression	5,000	
7	ISI/ BL logo/Epoxy coated impression	30,00,000	
	Total Value		
	GST		
	GRAND TOTAL		

Signature of the bidder :

Name of the Company :

Stamp :

Date :

ANNEXURE- VI

(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 the Supply of “**Screen Printing Job on M.S Barrel**” 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-VI

A. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIA 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	

ANNEXURE-VIA

DETAILS OF VENDOR

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	

ANNEXURE- VII

CPPP DECLARATION BY MSE VENDORS

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)

ANNEXURE-VIII

CONDITIONS FOR ONLINE BID SUBMISSION

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 Nos. and email IDs for C1 India helpdesk officers

Mr.Partha Ghosh (at Kolkata) , partha.ghosh@c1india.com +91- 08697910411

Ms.Ujwala Shimpi, ujwala.shimpi@c1india.com, 022-66865608

Mr.Tuhin Ghosh,tuhin.ghosh@c1india.com,+91-08981165071

Mr.Tirtha Das,tirtha.das@c1india.com.Mob-09163254290

Mr. Ch. ManiSankar (Chennai),chikkavarapu.manisankar@c1india.com+91-8939284159

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

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

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet ExplorerVersions 6.0 SP2 and above

Java Component:

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environmentis 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 III) 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.

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.

4. 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.

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

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.