



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208/66258209
Fax No. 091 - 022– 66258200**

NOTICE INVITING TENDER

Tender No. 0100LE1510 dated 16.10.2019

**Due date of Tender: 30.10.2019 at 14:00 hrs.
Opening of Price Bid: 30.10.2019 at 14:10 hrs.**

Sealed single Bid offers are invited for “Painting of Piping, Equipment & Structure, Fire Hydrant System, etc.” at IP-Navi Mumbai Plant The tender document can be downloaded from www.balmerlawrie.com website.

Contact details

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
5, J. N. Heredia Marg , Ballard Estate
Mumbai – 400 001.

Contact Persons:

Shri Tushar Ingale, Mob.09769015541 Land Line No.022 66258209
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Smt Amanda Couto – Mob-09004002269, 022 66258208,
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Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

A. Instructions for bidders

1. **Please Refer to Annexure –III for detailed Scope of service.**
2. The tender is invited in **Single Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender 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”
4. Important points to be noted

4.1 Due date for submission of bids 30.10.2019 at 14:00 hrs.

4.2 Price Bid opening on 30.10.2019 at 14:10 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.

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) – As per Clause no. 1 of the Special Terms & Conditions of this Tender document

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**.

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.

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

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – GST Compliances
- E. Annexure II – Details of Vendors
- F. Annexure III - Scope of Work
- G. Annexures IV – Price Bid.
- H. Annexure V – Addresses of Balmer Lawrie location
- I. Annexure VI - Bank Details for SWIFT/RTGS Transfers
- J. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers
- K. Annexure VIII – CPPP Declaration
- L. Annexure IX – List of designated Officers responsible for releasing payment.

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.

8. Late Bids

No offers will be entertained after the closing date.

9. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- II 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.

- vi. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

11. 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*)

12. Opening of Price Bid

The price bids of bidders with valid offers as set by BL shall only be opened.

13. Complete Scope of Work

The complete scope of work has been defined in Annexure III of the tender document.

14. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the tender document Annexure-III would invite immediate disqualification from further consideration of the bid.

15. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

16. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined therein.

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered Price (NDP) [Annexure-IV]. In case there is a tie between bidders at L1 position, both the bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided (Annexure IV).

- b. The vendors are requested to submit the demand drafts towards EMD along with hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.**

B. SPECIAL TERMS & CONDITIONS

1. 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 **INR 3,000.00** (Rs. Three 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 if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond**.

- 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 by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit

2. Security Deposit (SD)

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.

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

EMD of the successful bidder will be adjusted in Security Deposit.

Security Deposit is liable for forfeiture, if

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.

3. Payment Terms:

Our payment terms are as follows:

30 days after satisfactory completion of job and certification of the bill.

4. Tenderer should quote only rate per running mtr basis and any other basis is not acceptable.

5. Risk Purchase

In case delivery of material/Service 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/Service 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.

6. Award of Contract

The lowest bidder will be decided based on the Lowest Nett delivered Price (NDP) [Annexure-IV]. In case there is a tie between bidders at L1 position, the bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

Negotiations, if held, will be only with the lowest bidder.

7. **Period of Contract** – Entire job to be completed within 1 week from the date of Purchase Order.

C. GENERAL TERMS AND 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 Work

Scope of Work for the tender shall be as mentioned in Annexure III.

3. Reference for Documentation

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

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 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

5. 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.

6. Delays

6.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

6.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 5.

7. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above. BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

8. Sub-Contracts

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

9. Control Regulations

Successful bidder warrants that all goods/materials 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 the manufacture or supply of goods 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.

10. HSE Clause

(i) 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.

(ii) 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).
- a) Adequate ventilation is provided
- b) Adequate emergency provisions are in place
- c) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- d) Persons are provided with Confined Space training.
- e) All necessary equipment and support personnel required to enter a Confined Space is provided

(iii) Tools, Equipment & 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.

(iv) 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. People working at height must have "Medically Fit" certificate from the Authority.

(v) 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.

(vi) Fall Protection Systems-

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

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

(vii) 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.

(viii) 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.

- a) Fabricated ladders are prohibited.
- b) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d) Ladders will be lowered and securely stored at the end of each workday.
- e) Ladders shall be maintained free of oil, grease and other slipping hazards
- f) 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.
- g) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service & removed from the Site by end of the day.

(ix) 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.

(x) 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.

(xi) 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 barrier 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.

(xii) 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.

(xiii) 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. Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

(xiv) 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.

(xv) 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.

(xvi) Environmental Requirements –

Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

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

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

(xvii) Drug Free Workplace

All Successful bidder employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Successful bidder's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Successful bidder employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Successful bidder (including, but not limited to , unpaid suspension and termination). In addition, Successful bidder is required to report such activities to BL authorities immediately on detection of such event.

(xviii) Alcohol Free Workplace

Successful bidder employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Successful bidder employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Successful bidder.

(xix) Smoke Free Workplace

For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.

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 5,000/- 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.

11. 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/service term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item/provide service or any part thereof within the stipulated Delivery/Completion Period or such inability otherwise becomes apparent.
- iii. The bidder becomes bankrupt or goes into liquidation.
- iv. The bidder makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any substantial property owned by the bidder.

- vi. 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 stop supply.

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

12. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. 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.

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

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

ANNEXURE I

D. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-II 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] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

| | | |
|---------------------|--------------------|--|
| Company Seal | Signature | |
| | Name | |
| | Designation | |
| | Company | |
| | Date | |

E.DETAILS OF VENDOR

ANNEXURE-II

| | | |
|----|--|----------|
| | 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/PAN Number | |
| 20 | HSN/SA Code for Supply/Service | |
| 21 | GST rates (in %) applicable for Supply/Service to be provided. | |
| 22 | Composition Scheme Applicable | Yes / No |
| 23 | Proof of GSTIN Registration No. per state [From GSTN website] | |
| 24 | Vendor's GSP name [GST Suvidha Provider's] | |
| 25 | Exemption No. | |
| 26 | Exemption Percentage | |
| 27 | Exemption Reason | |
| 28 | Exempt From | |
| 29 | Exempt To | |

ANNEXURE-III

F. DETAILS OF SCOPE OF WORK

A) SCOPE OF JOB WORK :

TITLE : PAINTING OF PIPING, EQUIPMENT & STRUCTURE , FIRE HYDRANT SYSTEM,AIR LINE ,WATER LINE ,PNG GAS LINE,TANKS & VESSELS ,MACHINES ETC.

1.0 GENERAL:

This specification describes application of paints for equipment, piping, structural etc. for at height & ground surface.

2.0 GENERAL INFORMATION -

2.1 All external or exposed surface of mechanical & electrical equipment, vessels, tanks, ducts, piping, valves, accessories and surfaces of all structures, platforms etc. shall be provided with required primer and finish painting after necessary surface preparation.

2.2 Quality of primer & Paint shall be given by us which are suitable for withstanding maximum expected surface temperature and type of atmosphere it is exposed to.

2.3 Application of primer and finish paints shall be done at site of far as possible except for finished machine and equipment such as diesel engine, pumps, compressor etc

2.4 The Bidder shall follow the provisions of TAC, Indian Standards or equivalent approved other National Standards in application and surface preparation

3.0 PAINTING SCHEME

3.1 The scheme of painting to be followed for various equipment are furnished in appropriate manner. The Bidder may suggest any alternative painting scheme if the same is superior to the suggested scheme.

3.2 Surface Preparation anyone of the following surface preparation methods shall be adopted as stated below. Power Wire Brushing All surface shall be manually cleaned of rust/mill scale by power wire brush, carborundum tips etc. User of chopping hammer, emery paper shall be done to clean pitted areas to the satisfaction of site in-charge.

4.0 PAINTING SEQUENCE

The surface preparation by Wire Brushing ,
Primer Coat 2- coats of Inorganic Zinc Phosphate Primer : 30 Micron DFT /
coat B. Finish Coat 2- coats of synthetic enamel paint (Minimum 50 microns dry
DFT per coat).

Above specification is not applicable for MS Tanks, for painting specification of
MS tanks for fire water reservoir, please refer the relevant details as suggested
by Engineer In charge.

B) TECHNICAL TERMS & CONDITIONS:

The Contractor's Scope of Work includes but not limited to the following:

- 1.1. Complete, providing scaffolding, cleaning, surface preparation, application testing and retouching (with paint) for Equipments, Piping and Structures etc. at his cost, except where otherwise specified as per Engineering Standards and Technical Specifications indicated herein and instructions of Engineer-in-charge.
- 1.2. The work involves painting of Equipments, Moving Machineries, Piping and Structural etc., which may include but not limited to items as mentioned below :
- 1.3. Steel structures: Platforms, Ladders, Hand Rails, Gratings, Staircases, and other Plant Structures.
- 1.4. Static Equipments: Tanks, Ducts, Heat Exchangers, Ejectors, Heaters, cooling Towers, Vessels etc.
- 1.5. Machineries: Compressors, Fans, Motors, Blowers and Pumps Cranes, Industrial Vehicles etc
- 1.6. Piping: Piping, Valves, Safety Showers, Safety/Control Valves, other in-line instruments, Supports, Mountings and Fire Hydrants etc
- 1.7. Writing of identification marks on Vessels, Machines, Equipments and Piping as follows irrespective of whether painting of the same has been included in contractor's scope or not.
- 1.8. All Machineries, Vessels, Equipments shall have name and respective code numbers stencilled in either black or white paint with or without background strip with yellow paint as desired by Engineer-in-charge on the body/foundation. All letters/numbers stencilled shall be unbroken.
- 1.9. Identification Brand shall be added at an interval of 10 metres and at Junction, Valves, and Walls etc. The relative proportional width of the first colour band and subsequent colour bands should be maintained and, the minimum width of the narrowest colour band shall be 25 mm. The direction of flow shall be marked by arrows of suitable size and at suitable intervals as per instructions of Engineer-in-charge. Arrow marks of proper size shall be painted, indicating direction of rotation of rotating equipments, direction of flow near valves etc.

- 1.10. Pipe lines carrying fluids shall be painted with marking of equal diagonal stripes of golden yellow and black at suitable intervals.
- 1.11. The date of painting shall be indicated on the equipment as directed.

C) ADDITIONAL SCOPE;

- 1.1 All Tools & Tackles, Hardware and other facilities such as Ladders, Scaffoldings, Platforms etc. and any other material required for carrying out the job has to the scope of contractor.
- 2.1 All scaffolding material including erection and dismantling of scaffolding as per site requirement to carry out the painting works. The scaffolding shall be of steel tubes only with proper clamping arrangement and Metallic Scaffolding Jali. Minimum requirement of the scaffolding material is as per standards.
- 3.1 All Consumables like , Wire Brushes, Emery Papers, Cotton Waste, Paint Brushes etc.
- 4.1 Personal Protective Safety Equipments like Safety Helmets, Safety Goggles, Face Shields, Full Body Harness Safety Belts, Hand Gloves etc.
- 4.2 Supervision of job shall be in Contractor"s scope. However, a close liaison shall be maintained with the BL"s Engineer In-Charge for day-to-day progress of the job.
- 4.3 The Contractor shall make all the necessary security arrangements, at his own cost, for his o stores, to ensure safety of all equipments / material.
- 4.4 During monsoon and at other time, it shall be the responsibility of the Contractor to keep the work site & stores free from water & ingress of moisture at his own cost. No compensation for any damage due to rain, storm etc., during execution of work, shall be made by BL.
- 4.5 All tools & Tackles, brushes, rollers, spray, blast material and other equipments whatsoever used shall be suitable for the work in good order and supplied by the Contractor. Besides above, contractor shall also arrange scaffolding etc. for the job at his own cost. Mechanical mixing shall be used for all paint mixing operation except that the Engineer-in-charge may allow hand mixing of small quantities at his discretion.

D) Painting Procedure :

Surface Preparation:

- 1.1 A surface should be cleaned Mechanically either by hand brush / buffing, emery paper, water cleaning etc. or combination of all above to remove all rust lose paints, peeled off paints, grease, oil and foreign material on the surface where paint shall be applied.
- 1.2. The surface should be coated within four hours of surface preparation operation. In case it is not painted within four hours the same shall be again prepared before application of paint. It at any surface the paint has badly peeled off or the surface has got badly corroded the n the contractor shall completely remove the paint / primer and clean the

surface completely as per good Engineering Practice and Painting Standards.

- 1.3. No sharp scratches or cuts shall be made on the surface from cleaning operations. In case the primer could not be applied the same day, through cleaning to be done again the next day and 1st coat of primer to be applied after taking clearance from Engineer-in-charge.
- 1.4. Special care to be taken to thoroughly clean weld joints, corners, crevices, bottom portion of pipe lines, base plates of columns, using pneumatic rotary sanders, rotary wire brushes and special shaped wire brushes so as to approach difficult to reach areas.
- 1.5. After thorough cleaning of the surface the area is to be got inspected from Engineer Incharge and clearance may be taken for paint application. 6. Before 1st coat of primer touching up/Stripe coat is to be applied on all the badly rusted/pitted surfaces i.e. weld joints, corners, crevices and base plates of columns etc.

E) Paint Application:

- 1.1 Before the application of paints, contractor shall obtain approval from Engineer-in-charge. Selection of paints for various surfaces & service conditions, Paint Specification, DFT etc. shall be as per the Guidelines attached as Table-4 and instruction of Engineer-in-charge.
- 1.2. For the identification of pipelines, the colour code as per Table-1 shall be used. However, the instruction of Engineer-in-charge in deciding the colour coding for a particular service pipeline shall be final. freshly prepared bare steel surface is particularly liable to rust. The interval between surface preparation and painting shall, therefore, be as short as practicable (especially if there is danger of condensation) and in no case longer than 4 hours. Unless a particular method of application is specified, Primers and Finish Coats may be applied by brushing, conventional air or airless spraying or roller coating. Regardless of the method selected, the equipment or tools for application must be clean and in good workable condition. The application procedure shall be in accordance with the recommendation of the paint manufacturer and IS: 1477, Part 2.
- 1.3. Paint shall not be applied in rain, snow, fog or mist or when the relative humidity is such as to cause condensation on metal surface
- 1.4. All surfaces shall be perfectly dry before and while being painted.
- 1.5. All ingredients in any container of Paint shall be thoroughly mixed before use and shall be mechanically agitated continuously during application to keep the Paint in suspension. Dry pigments, which are separately packed, shall be uniformly blended into Paints.

- 1.6. Thinner shall not be added to the Primer or Paint (unless required by the manufacturer's instructions and then only of the type and quantity recommended subject to maximum of 5%).
- 1.7. Where Two or more Coats of Finish Paint is indicated, they shall be applied in two different shades to ensure that two or more Coats are applied. The shade of each coat shall be decided by BL. Engineer-incharge

F) Application Method:

- 1.1 In general Painting shall be carried out by hand brush. However, at few areas painting by Spray Gun or Roller may also be carried out as per the direction of Engineer-in-charge. Paint Thinning and Mixing All ingredients in any container of paint shall be thoroughly mixed before use and shall be mechanically agitated continuously during application to keep the paint in suspension. Dry pigment which is separately packed shall be uniformly blended into paints. Thinner shall not be added to the primer or paint (unless required by the manufacture "s instructions and then only of the type and quantity recommended) subjected to maximum 5%.
- 1.2. The work will be inspected by our Engineer In-Charge from time to time as well as on its completion. The work will have to be completed to the entire satisfaction of the Engineer-in-Charge. The entire work, covered by this Contract, shall be subjected to Stage Inspection also.

G) Quantum & Method of Payments :

The estimated value of work has been given on the basis of technical manpower basis and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the Plant. The rates shall remain firm for the increased or decreased quantities. However, BL will not give any guarantee for minimum billing or minimum quantum of work during the contract.

H) Colour Codes for Pipe Lines as per IS: 2379

- 1) Natural Gas Canary Yellow 309 Signal Red 537
- 2) Instrument Air Sky Blue 101 ---- ---- ----
- 3) Cooling Water Sea Green 217 French Blue 116 ---- ----
- 4) Service Water Sea Green 217 French Blue 116 White 15 Sweet Cooling Water Sea Green 217 BI
- 5) Drinking Water Sea Green 217 French Blue 116 Signal Red 537
- 6) Fire Hydrant Pipe Line –Signal Red/ PO RED

Annexure-IV

G. PRICE BID – to be filled by the BIDDER

| S.N. | Type Of Manpower | Qty.(Man-days) | Rate (Rs./Mandays) |
|------|------------------|----------------|--------------------|
| 1 | Skilled Painters | 200 | |
| 2 | Helpers | 100 | |
| | | TOTAL = | |

Conditions:

1. Vendors are advised to visit the plant to understand the nature of work.
2. Work should be completed within 1 month from the date of work order.
3. Contractor has to follow safety norms as per standard of the company.
4. Work timing 9.30 AM TO 5.30.PM

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

Signature :

Name :

Designation :

Company :

Date :

ANNEXURE - V

H. ADDRESSES OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd, Industrial Packaging
G 15,16,17, MIDC, Taloja,
District – Raigad (Maharashtra) – 410208

ANNEXURE VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

| | | |
|---|---|-------------------------------------|
| 1 | Name | BALMER LAWRIE & CO. LTD., |
| 2 | Supplier Code | |
| 3 | Permanent Account Number (PAN) | AACB0984E |
| 4 | Particulars of the Bank Account | |
| | A. Name of the Bank | Standard Chartered Bank |
| | B. Name of the Branch | M.G. Road |
| | C. Branch Code | 29 |
| | D. Address | 90, M.G. Road, Mumbai-400001, India |
| | E. City Name | Mumbai |
| | F. Telephone No. | +9122 22683300 |
| | G. NEFT/RTGS IFSC Code | SCBL0036046 |
| | H. 9 digit MICR code appearing on the cheque book | 400036002 |
| | I. SWIFT CODE | SCBLINBBXXX |
| | J. Type of Account | Current |
| | K. Account No. appearing on the cheque | 222-0-526803-6 |
| 5 | L. Vendor's e mail id | |

J. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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:

- f Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- f Prohibition of corruption and bribery**
 - o 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.
- f Respect for the basic human rights of employees**
 - o 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;
 - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o 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.
- f Prohibition of child labor**
 - o to employ no workers under the age of 18;
- f Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
 - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- f Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Annexure – VIII

K. 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.

I/We hereby also declare the following :-

[1] I/We belong to SC/ST category – Yes / No [Kindly tick the
appropriate category].

[2] One of the partner / proprietor is a female – Yes / No [Kindly tick
the appropriate category].

Company Authorized Signatory
(Seal & Stamp)

ANNEXURE – IX

**LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING
PAYMENT**

Following are the details of designated officers responsible for processing of invoices/payment :-

| Sr.No. | Industrial Packaging -Location | Contact Person | Contact No. | email ID |
|---------------|---------------------------------------|-----------------------|--------------------|--|
| 1 | Silvassa | Mr. Prasoon Aggarwal | 9555587372 | aggarwal.p@balmerlawrie.com |
| 2 | Kolkata | Mr. Shuvam Banerjee | 9831737098 | banerjee.shuvam@balmerlawrie.com |
| 3 | Chennai | Mr. Manoj Karmakar | 8124056521 | karmakar.mk@balmerlawrie.com |
| 4 | Chittoor | Mr. Pravin K Singh | 9883325136 | singh.pk@balmerlawrie.com |
| 5 | Asaoti | Mr. D P Sharma | 9717695849 | sharma.dp@balmerlawrie.com |
| 6 | Taloja | Ms. Rekha | 9867420162 | rekha.rr@balmerlawrie.com |
| 7 | Vadodara | Mr. Vishal Gokharan | 9819520229 | vishal.g@balmerlawrie.com |

You are requested to contact the above officers for any queries pertaining to Invoices/payment.