



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

www.balmerlawrie.com

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

**NOTICE INVITING TENDER**

**Tender No. 0100LE0946 dated 03.11.2017**

**Due date of Tender: 14.11.17 at 15:30 hrs.**  
**Opening of Price Bid: 14.11.17 at 16:30 hrs.**

Single Bid online offers against Limited E-Tender are invited for “**Dismantling, Cleaning, Painting, Lifting, Shifting, packing and Loading in truck for safe transportation of Cooling Tower, Pipe Lines (Air, Water & Fuel), Joints, Air Receivers, Pumps, Valves, etc.** ” from our IP. Sewree Plant & “**Unloading, Positioning, Erection, Commissioning & Trial Run**” at our new location in and around Vadodara, Gujarat [Location within 50 km radius from Vadodara Railway Station]. The tender document can be downloaded from [www.balmerlawrie.com](http://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:

Contact Persons:

1. Mr. A S Das-Landline-022 66258216  
Mob. +91 7600067189  
[das.as@balmerlawrie.com](mailto:das.as@balmerlawrie.com)
2. Mr. P. B. Pawar  
Mob.+ 91 9867290068  
[pawar.pb@balmerlawrie.com](mailto:pawar.pb@balmerlawrie.com)

### **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 Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

### **1. Instructions for bidders**

**Please Refer to Annexure –II for detailed Technical Specifications/Scope of supply/job**

2. The tender is invited in Single Bid System. The tender document consist of Price Bid.
3. All Bids are to be completed in accordance with tender requirements within the duration as mentioned.  
The bidders are requested to bid On-line within the tender announcement date and tender closing date and time as mentioned in the tender document.

### **4. Important points to be noted**

|   |
|---|
| 4.1 Due date for submission of bids <b>14.11.17</b> at 15:30 hrs. |
|---|

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. Earnest Money Deposit (EMD) – As per Clause 6 of Annexure-IV**

**MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED UNDER SINGLE POINT REGISTRATION SCHEME & MINISTRY OF MICRO, SMALL MEDIUM ENTERPRISES (NSIC / MSME), FOR THE ITEMS / SERVICES 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.**

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

Format of Tender

Tender documents consists of:

| Sr. No. | Contents                              | Annexure |
|---------|---------------------------------------|----------|
| 1       | General Information                   | I        |
| 2       | Scope of Supply                       | II       |
| 3       | Special Terms and Conditions          | III      |
| 4       | General Terms and Conditions          | IV       |
| 5       | Price Bid                             | V        |
| 6       | instruction f0r Online Bid Submission | VI       |
| 7       | GST Compliance                        | VII      |
| 8       | Details of Bidder                     | 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**

No bidding will be accepted after the bid closing time & date.

**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) 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-VIII 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*)

**8. Complete Scope of Work**

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

**9. 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 – II would invite immediate dis-qualification from further consideration of the bid.

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

The bidders are required to sign and stamp each page of the tender document as a token of acceptance and send it back to the office address mentioned below on or before the bid closing date and time.

**Balmer Lawrie & Co. Ltd (Industrial Packaging)**  
**5, J. N. Heredia Marg**  
**Mumbai 400 001**

**11. Price Bid (Annexure -V is Price Bid)**

The lowest bidder will be decided on the Nett. Delivered Price in Rupee, for the material/service mentioned in the scope of work. GST charges in % only converted in Rupee.

The Price bid should not contain any information other than the price.

- Price should be inclusive of charges for dismantling/overhauling/packing & forwarding / transportation / Installation & Commissioning.
- Price bid should be filled as per in the format provided online in C1 India Portal.

**12. The Site in connection with the dismantling & erection & commissioning of the required material would be our Barrel Manufacturing Plant at:**

**Dismantling Site:**

Balmer Lawrie & Co. Ltd.  
149, J B Road, Sewree (W),  
Mumbai – 400 015. Maharashtra.

**Installation & Commissioning Site:**

Balmer Lawrie & Co. Ltd.  
(In and around 50KM radius of Vadodara, Gujarat)

**ANNEXURE-I**

**GENERAL INFORMATION**

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

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

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

**Corrigendum to tender:**

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

**ANNEXURE-II**

**SUPPLIER SCOPE OF SUPPLY/WORK**

**Dismantling, Cleaning, Painting, Lifting, Shifting, packing and Loading in truck for safe transportation of Cooling Tower, Pipe Lines (Air, Water & Fuel), Joints, Air Receivers, Pumps, Valves, etc. ” from our IP. Sewree Plant & “Unloading, Positioning, Erection, Commissioning & Trial Run” at our new location in and around Vadodara, Gujarat [Location within 50 km radius from Vadodara Railway Station].**

**1. Cooling Tower:-**

- I. Dismantling of equipment and control panels.
- II. Dismantling of Electricals, Exhaust Fans with Motors, Water Pump Connection with proper marking so as to re-assemble / restart the machines after relocation at the earliest.
- III. Replacement of worn out/damaged parts/ Fills as per requirement.
- IV. Lifting, shifting, packing & loading properly all the items in a truck for **transportation to Vadodara.**
- V. Unloading, Erection, commissioning & trial of above machine at our new plant at Gujarat.
- VI. Cleaning, surface preparation and painting as per colour code.
- VII. All the spares will be supplied by BL.**

**1. Pipe Lines, Air Receivers & Water Tanks:-**

- I. Dismantling of all air, water, fuel pipe lines in **6 MTR** or less length, so as to transport them easily.
- II. Dismantling of Pipe bends, Flange joints, Tees, etc.
- III. Dismantling of all Air Receivers in IP-Sewree plant.
- IV. Dismantling of all Water Pumps in IP-Sewree plant.
- V. Lifting, shifting, packing & loading properly all the items in a truck for **transportation to Vadodara.**
- VI. Unloading, Erection, commissioning & trial of above machine at our new plant at Gujarat.
- VII. Cleaning, surface preparation and painting as per colour code
- VIII. All the spares will be supplied by BL.**

**Unloading, Positioning, Erection & Commissioning of the above machines/items** at new location in and around 50KM radius of Vadodara, Gujarat.

**BL SCOPE**

- Providing space for unloading, erection and commissioning.
  - Supply of air, water and electricity for necessary erection work.
  - Providing electrical connections from mains to control panel.
  - Providing necessary civil work for the erection of the above machines & equipment's.
- 
- **All interested vendors should visit the site for understanding of the job before submission of offer.**
  - **Tools and Tackles, Gas cutters, welding machines, equipment's etc. required for the job to be arranged by the vendor.**
  - **Vendor will have to take all safety measures during carrying out the job.**

**Annexure-III**

**SPECIAL TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for "Dismantling, Cleaning, Lifting, Shifting, packing and Loading in truck for safe transportation of Cooling Tower, Pipe Lines [Air, Water & Fuel], Air Receivers, Pumps" from our IP Sewree Plant & "Unloading, Positioning, Erection, Commissioning & Trial Run" at our new plant location in and around Vadodara, Gujarat [**Location within 50 km radius from Vadodara Railway Station**]. Job scope as per Annexure-II.
3. Bidder should quote in the online Price Bid format. Your quotation should contain all the elements such as Basic rate, Tax etc.
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** – Entire job to be completed within 120 days from the date of issuance of LOI/Purchase/Work Order.
6. **Tender Evaluation**
  - a. **The tender would be finalized on the basis of Lowest [L1] Nett delivered price (NDP) Annexure -V**
  - b. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
  - c. **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.**
  - d. **Negotiations, if held will be only with the lowest bidder.**
9. **Job Specific Instructions**  
Unless otherwise specifically advised in writing, the job shall not be carried out without prior receipt of LOI/Purchase Order issued by BL.
10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of job 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**

**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.

**Scope of Supply/job**

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

**Reference for Documentation**

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

**Rejection of Tender**

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.

**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

**Earnest Money Deposit**

Bidders will be required to pay of **Rs.3,500/- (Rupees Three Thousand Five Hundred only)** as an EMD amount in the form of D/D in favour of "Balmer Lawrie & Co. Ltd", payable at Mumbai and to be sent at our office address on or before the on line e-tender starts. A copy of the D/D is required to be attached at the time of up loading the tender. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

MSE vendors are exempted from submitting EMD amount. In that case, a copy of MSE current registration certificate (NSIC/SSI/DIC) is required to be submitted along with the hard copies

EMD will be refunded by Cheque/RTGS 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.

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



### Security Deposit

Security Deposit amount to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee valid for 8 months in BL's format (Annexure V) only for **5%** of the order value.

The Security Deposit may be submitted as Bank Guarantee by a Scheduled Indian Bank 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.

The Security Deposit if paid shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered item/services, and

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

EMD received from the concerned successful bidder may be adjusted towards part of the SD requirement and balance, if any, to be paid separately via any of the above mentioned mode.

Where the successful bidder has not submitted SD amount /BG to this effect, BL is free to adjust from the bills submitted by the successful bidder and EMD received with the Tender to enable build up the required SD.

Security deposit is liable to forfeiture in the event of:

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

### 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.

### 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.

### Payment Terms

Our payment terms are as follows:

- I. 100% of the job value under Sl. No. 1 & 2 of the price bid, i.e completion of the dismantling, cleaning, lifting, shifting and packing of the equipment's at IP-Sewree, along with applicable GST, shall be paid within 7 days of submission of Invoice duly certified by BL's representative.
- II. 100% of the job value under Sl. No. 3 & 4 of the price bid, i.e completion of unloading, positioning, erection, commissioning and trail run completion of the equipment's at proposed new plant in Vadodara, along with applicable GST, shall be paid within 30 days of submission of Invoice duly certified by BL's representative No deviation is acceptable in the payment terms as mentioned above.

No deviation is acceptable in the payment terms as mentioned above.

**Risk Purchase**

In case delivery of service is not effected as per given schedule, we reserve the right to cancel the order placed on you, and procure the service from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments/security deposit held with us.

**Award of Contract**

The order will be placed on the L1 bidder only.

**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

**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 nonperformance 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.

**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.

**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.

**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 :

- a. The bidder fails to comply with any material term of the Contract.
- b. The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.

- c. The bidder fails to deliver the service within the stipulated Delivery Period
- d. The bidder becomes bankrupt or goes into liquidation.
- e. The bidder makes a general assignment for the benefit of creditors.
- f. A receiver is appointed for any substantial property owned by the bidder.
- g. 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 Deposit will be forfeited.

### **HSE REQUIREMENTS BY CONTRACTORS (To be followed by Contractors as per their area of concern)**

#### **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.

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

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

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

### **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.

### **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, and removed from the Site by the end of the day.

**Lifting Operations:**

**Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

**Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., 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**

##### **Waste Management**

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

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

##### **Spills**

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

##### **Emissions**

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

#### **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.2000/- 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.

### **Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods 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.

### **Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors**

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:**

- Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- 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.
- 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.
- Prohibition of child labor**
  - o to employ no workers under the age of 18;
- 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;
- ☐ **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;
- ☐ **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.

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



**Annexure-V**

**ONLINE PRICE BID – to be filled by the BIDDER**

|                            |   |
|----------------------------|---|
| <b>Job Description - 1</b> | <b>Dismantling, Cleaning &amp; Painting of Cooling Tower, Pipe Lines [Air, Water &amp; Fuel], Joints, Air Receivers, Pumps, Valves, etc. as per Annexure-II</b>   |
| Amount in Rs. (LUMSUM)     |   |
| GST % (as applicable)      |   |
| <b>Job Description - 2</b> | <b>Lifting, Shifting, Packing and loading in truck for safe transportation of Cooling Tower, Pipe Lines [Air, Water &amp; Fuel], Joints, Air Receivers, Pumps, Valves, etc. as per Annexure-II</b>        |
| Amount in Rs. (LUMSUM)     |   |
| GST % (as applicable)      |   |
| <b>Job Description - 3</b> | <b>Unloading of Cooling Tower, Pipe Lines [Air, Water &amp; Fuel], Joints, Air Receivers, Pumps, Valves, etc. as per Annexure-II at our new Gujarat Plant</b>   |
| Amount in Rs. (LUMSUM)     |   |
| GST % (as applicable)      |   |
| <b>Job Description - 4</b> | <b>Positioning, Erection, Commissioning &amp; Trail Run of Cooling Tower, Pipe Lines [Air, Water &amp; Fuel], Joints, Air Receivers, Pumps, Valves, etc. as per Annexure-II at our new Gujarat plant.</b> |
| Amount in Rs. (LUMSUM)     |   |
| GST % (as applicable)      |   |
| <b>GRAND TOTAL</b>         |   |

**NB: PLEASE NOTE THAT PACKAGING & LOADING/UNLOADING FOR SHIFTING THE EQUIPMENT FROM OUR SEWREE PLANT TO OUR NEW SITE IN GUJARAT (50 KM IN AND AROUND VADODARA) WILL BE IN THE SUPPLIER SCOPE. PLEASE INCLUDE COST OF PACKING & LOADING/UNLOADING UNDER JOB DESCRIPTION NO. 2 & 3 ABOVE IN THE PRICE BID. TRANSPORT & TRANSIT INSURANCE TO BE ARRANGED BY BL.**

BIDDERS TO FILL IN ONLY THE GREY HIGHLIGHTED CELLS.

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.

Company Seal :

Signature :

Name :

Designation :

Company :

Date :

Annexure-VI

**INSTRUCTION FOR ONLINE BID SUBMISSION**

**Procedure for on line 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.

**Registration with e-Procurement platform:**

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

The contact persons are:

C1 India Pvt. Ltd.  
603, Coral Classic, 20<sup>th</sup> Road,  
Near Ambedkar Park, Chembur  
Mumbai-400 071

1. Mr. Tuhin Ghosh, Mob. 08981165071  
Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
2. Mr. Tirtha Das, Mob 9163254290  
Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
3. Mr. Ravi Gaiwal, Tel +9619379192  
Email - [ravi.gaiwal@c1india.com](mailto:ravi.gaiwal@c1india.com)
4. Mr. Siva Kumar (Chennai)  
Mob.- 9042773377  
E-mail-[siva.kumar@c1india.com](mailto:siva.kumar@c1india.com)

**Digital Certificate authentication:**

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

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial / Unpriced bid at our IP-Silvassa Office.** The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false

/ fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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

**Corrigendum to tender:**

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

**Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

**Disclaimer Clause:**

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**Annexure-VII**

**GST Compliance**

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

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

**Annexure-VIII**

**DETAILS OF BIDDER**

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