



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258215/66258208
Fax No. 091 - 022- 66258200

NOTICE INVITING TENDER

Tender No. 0100LE0744 dated 28.12.2016

Due date of Tender : 09.01.2017 at 14:00 hrs.
Opening of Price Bid: 09.01.2017 at 14:30 hrs.

Online single bid e-tenders are invited for “Drum finishing / repairing work” on per barrel charges basis for IP-Taloja through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

The bidder should be registered in Balmer Lawrie web portal through C1 India for online e-bidding.

Contact details

Balmer Lawrie & Co. Ltd. SBU- Industrial Packaging, 5 J.N Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt. Ltd. 603, Coral Classic, 20 th Road, Near Ambedkar Park, Chembur Mumbai – 400071
Contact Persons: 1. Shri A S DAS- Mob: 07600067189, 022 66258216, email ID: das.as@balmerlawrie.com 2. Shri Nayan Yadav -8879294183, 022 66258191, email ID: yadav.nd@balmerlawrie.com	Contact Persons: 1. Mr. Ritabrata Chakraborty- Mob: 08697910411, email ID: ritabrata.chakraborty@c1india.com 2. Mr.Tuhin Ghosh,Mob.08981165071, e.mail tuhin.ghosh@c1india.com

1. Introduction

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

A. Instructions for bidders

1. **Please Refer to Annexure –II for detailed Technical Specifications/Scope of supply/Scope of Service**
2. Online Single bid e-Tenders are invited from reputed vendors for “Drum finishing / repairing work” on per barrel charges basis as per detailed specification contained in Annexure I of this tender for our plant at Taloja, Dist- Raigard, Maharashtra. The tender document consists of **Price Bid.**
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. The bidders are requested to bid online 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 on line e- bids 09.01.2017 at 14:00 hrs.
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All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

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

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

The successful bidder will be the Supplier/Service Provider.

This document is the Tender.

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

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

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

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

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

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

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Work	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Sample Price Bid	V
6	Vendor Obligation	VI
7	Address of Balmer Lawrie Plant	VII
8	Bank details for SWIFT / RTGS Payments	VIII
9	Code of conduct for Vendors & Balmer Lawrie	IX
10	Conditions for On Line Bid submission	X

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 is admissible in the E.Proc platform after the bid closing 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)/Bid Bond amount.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

7.4 Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

ANNEXURE-I

GENERAL INFORMATION

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

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

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

Corrigendum to tender:

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

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

Annexure –II

***SCOPE OF WORK**

Sr. No.	Description	UOM	Monthly Qty.	Total Qty.
1.	Cleaning of Top & Bottom Ends before Lacquering	SET	12500	75000
2.	Salvaging of Quarantined /WIP drums			
a	Sorting, Segregating, Weighing ,Internal light inspection & Shifting of assorted drums for Rework	NOS	750	4500
b	Removing of Top Screen ,Bottom ISI Screen & Subsequent cleaning before Repainting	NOS	550	3300
c	Removing of Body Screen & Subsequent cleaning before Repainting		550	3300
d	Repairing/Polishing of drums with defective painted surface and Subsequent cleaning before Repainting	NOS	1200	7200
e	Removing 2" & 3/4" plugs, Loading of Repaired drums to Conveyor for Repainting	NOS	1500	9000
f	Internal Cleaning of drums	NOS	300	1800
3.	Internal Light Inspection for Specific customers	NOS	600	3600

***Quantities shown above are tentative. It may vary at higher / lower side.**

Annexure - III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
To get the job of barrel finishing / repairing at IP-Taloja.
3.
 - i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
 - ii) Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate and Service Tax. Service Tax should be shown separately.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract – January'2017-June'2017 or till Completion of quantity.**
6. **Tender Evaluation**

The tender would be finalized on the basis of Composite/Lowest Nett delivered price (NDP) Annexure -V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Despatch Instructions – Not applicable.**
10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s).
11. **Exit Clause:** Either party can call off the contract with a minimum notice period of 1 calender month due to any unforeseen situation.

ANNEXURE- IV

GENERAL TERMS & CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Work

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

3. Reference for Documentation

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

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

5. Confirmation of Order

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

6. **Earnest Money Deposit:** Earnest Money Deposit (EMD) of Rs.3000/- of estimated basic order value [Rs. Six Thousand only] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if :

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

e) Non submission of Security Deposit.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

7. **Small Scale Units registered with National Small Industries Corporation Limited (NSIC / MSME), for item tendered are exempted from payment of Earnest Money Deposit.**

8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a period of 60 days (excluding the due date) from the date of opening of the tender.

9. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

10. **PAYMENT TERMS**

Our payment terms are as follows:

Payment for the accepted material will be made within 7 days from the date of receipt of the material or bill whichever is later. Payments shall be made from the location of delivery or our Mumbai office at Ballard Estate.

11. **SECURITY DEPOSIT:**

Successful bidder will be required to pay Security Deposit equivalent to 5 % of the Basic Value of the Order within 7 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd., payable at Mumbai.

(Ballard Estate Office, 5 J.N. Heredia Marg, Mumbai-400 001

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

- The Security Deposit will not bear any interest.
- EMD of the successful bidder will be adjusted in Security Deposit.
- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

12. **RISK PURCHASE**

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

13. **Award of Contract**

The order will be placed on the Composite L1 bidder only

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

14. HSE Clause

1.	HSE REQUIREMENTS BY CONTRACTORS
a.	Housekeeping
b.	Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
c.	Confined Space
d.	Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed 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.
e.	Tools, Equipment & Machinery
f.	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.
d.	Working at Height
	Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.
e.	Fall Prevention System :
	Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.
f.	Fall Protection Systems
	Where fall protection systems are used then the Contractor must ensure the following is applied: 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.
g.	Scaffolding
	All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.
h.	Stairways and Ladders
	Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements. 1.Fabricated ladders are prohibited. 2.Ladders will be secured to keep them from shifting, slipping, being knocked or blown over. 3.Ladders will never be tied to facility services piping, conduits, or ventilation ducting. 4.Ladders will be lowered and securely stored at the end of each workday. 5.Ladders shall be maintained free of oil, grease and other slipping hazards 6.Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using. 7.Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &removed from the Site by end of the day.
i.	Lifting Operations
	1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them. 2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.
j.	Lockout Tag out ("LOTO")
	Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.
k.	Barricades
	Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
l.	Compressed Gas Cylinders
	Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.
m.	Electrical Safety
	Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

	<p>The below measures will be taken:</p> <p>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.</p> <p>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.</p> <p>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</p>
n.	Hot Works
	<p>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.</p>
o.	<p>Trenching Excavating, Drilling and Concreting</p> <p>A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.</p> <p>Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.</p>
p.	Environmental Requirements
	<p>Waste Management: The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.</p> <p>Spills: The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.</p> <p>Emissions: The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.</p>

15. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator would be C&MD, Balmer Lawrie & Co Ltd or any executive appointed by him,.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

16. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the ED (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

17. Relaxation of Tender Terms & Conditions

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

18. Price

Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of entire order.

19. Termination

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

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

- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

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

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

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

Annexure – V

SAMLPE PRICE BID DOCUMENT(NOT TO BE FILLED IN) .

PRICE TO BE QUOTED THROUGH C1 INDIA "ON LINE" WEB PORTAL

Sr. No.	Description	UOM	Qty.	Rate Rs.	Value Rs.
1.	Cleaning of Top and Bottom Ends before Lacquering	SET	75000		
2.	Sorting, Segregating, Weighing , Internal light inspection and Shifting of assorted drums for Rework	NOS	4500		
3.	Removing of Top Screen ,Bottom ISI Screen and Subsequent cleaning before Repainting	NOS	3300		
4.	Removing of Body Screen and Subsequent cleaning before Repainting	NOS	3300		
5.	Repairing/Polishing of drums with defective painted surface and Subsequent cleaning before Repainting	NOS	7200		
6.	Removing 2 inch and 3/4" inch plugs, Loading of Repaired drums to Conveyor for Repainting	NOS	9000		
7.	Internal Cleaning of drums	NOS	1800		
8.	Internal Light Inspection for Specific customers	NOS	3600		
	TOTAL VALUE[Rs]				
	SERVICE TAX ON TOTAL VALUE				

Signature of the bidder :

Name of the Company :

Stamp :

ANNEXURE - VI

VENDORS OBLIGATION

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., Service Tax No. Necessary documentary evidence to be attached alongwith the offer. **"APPLIED" status for statutory licenses & documents is acceptable by the company. The Contractor shall submit the documentary proof in support of the same**
- 2) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty at all times and attend the duties regularly.
- 3) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness. Wearing of uniform and personal protective appliances, etc.
- 4) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen.
- 5) The Company will not be responsible for any injury sustained by the workers of the Contractor during the performance of this Contract or for any damage or compensation due to any dispute between the Contractor and his employees. All liabilities arising out of the various labour laws/enactment of State/Central Government and Municipal Corporation in force during the tenure of the Contract shall be part of Contractor's responsibilities.
- 6) The Contractor's workers shall have to make their own arrangements for transportation/canteen. The Company's transport/canteen arrangements will not be made available to them.
- 7) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stands forfeited.
- 8) All the consumable material will be provided by the company.
- 9) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- 10) The Contractor will ensure that workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 13) The Contractor shall observe all Labour Laws and regulations that might be

applicable in respect of the contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.

- 14) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- 15) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 16) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 17) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 18) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 19) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

20) SAFETY AND WELFARE

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, shoes to the personnel deployed by him for carrying out the jobs in the factory premises, as required. Payment of the same will be done on submission of proof.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

21) SUSPENSION OF WORK:

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

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

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

22) CONFIDENTIALITY / SECRECY

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

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

ANNEXURE - VII

ADDRESS FOR BALMER LAWRIE PLANT :

1. BALMER LAWRIE & CO. LTD, INDUSTRIAL PACKAGING
G- 15, 16, 17, MIDC, TALOJA
DIST- RAIGARD, MAHARASHTRA-.410208

ANNEXURE VIII

G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
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	

ANNEXURE- IX

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:

- ☐ **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;

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-X

CONDITIONS FOR ONLINE BID SUBMISSION

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

Minimum System Requirements:

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

Operating System:

- Windows 2000 Professional
- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

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

Procedure for Bid Submission

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

Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

Mr. Ritabrata Chakraborty (at Kolkata) , ritabrata.chakraborty@c1india.com, +91-97487 08094

Mr. Tuhin Ghosh, tuhin.ghosh@c1india.com, +91-8981165071

Or

Balmer Lawrie's officials. Contact nos. and e.mail ID's

1. Shri A S DAS- Mob: 07600067189, 022 66258216, email ID: das.as@balmerlawrie.com

2. Mr Nayan Yadav- Landline-02266258191-Mob.8879294183-
yadav.nd@balmerlawrie.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 the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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

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.

