

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 –66258191/66258208 Fax No. 091 - 022 – 66258200

NOTICE INVITING TENDER

Tender No. 0100LE0851 dated 03.07.2017

Due date of Tender: 13.07.2017 at 15:00 hrs. Opening of Price Bid: 13.07.2017 at 15:30 hrs.

Online e-tender Single Bid offers are invited for Carrying out the job work for handling of material, semi-finished and finished goods, Misc. activity, etc. at IP-Navi Mumbai. through Balmer Lawrie's e.procurement portal https://balmerlawrie.eproc. The tender document can be downloaded from www.balmerlawrie.com website

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

Contact details

Balmer Lawrie & Co.Ltd.	C1 India Pvt.Ltd.
SBU-Industrial Packaging,	603,Coral Classic,20 th Road,
5, J .N. Heredia Marg, Ballard Estate	Near Ambedkar Park,Chembur
Mumbai – 400 001.	Mumbai-400 071
Contact Persons:	Contact Persons:
1.Shri Nayan Yadav,Mob.08879294183	1. Mr. Tuhin Ghosh, Mob 08981165071
Land Line No.022 66258191	Email – tuhin.ghosh@c1india.com
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2.Smt A Couto, Mob. 09004002269	3. Mr. Ravi Gaiwal, Tel +9619379192
Land Line No.022 66258208	Email - ravi.gaiwal@c1india.com
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	Email – siva.kumar@c1india.com

1. 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. The online e-tender is invited in Single-Bid System. The tender document consists of Price Bid. Please Refer to Annexure I for detailed Scope of Work.
- **2.** The tender is invited **in Single-Bid System** through Balmer Lawrie e-procurement portal https://balmerlawrie.eproc.in. 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.
- 4. Important points to be noted

4.1 Due date for submission of bids : 13.2017 at 15:00 hrs.

4.2 Price Bid Opening : 13.07.2017 at 15:30 hrs.

All Bids are to be completed and submitted online in accordance with tender requirements within the duration as mentioned. The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer Lawrie & Co. Ltd."</u>

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

NSIC/MSME/DIC UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC/MSME/DIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. NOTE: - Bidder having NSIC/MSME/DIC Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item.

Response from BL 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.

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 E-Procurement platform/ newspapers. 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 Scope of Work
- E. Annexures II Vendors Obligation.
- F. Annexure III GST Compliance
- G. Annexure IV Details of Vendors
- H. Annexure V Additional details of Vendor
- I. Annexure VI Price Bid
- J. Annexure VII Proforma of Bank Guarantee
- K. Annexure VIII Address of Balmer Lawrie location
- L. Annexure IX Bank Details for SWIFT/RTGS Transfers
- M. Annexure X Conditions for Online Bid submission
- N. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers

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 bidding is admissible in the E.Proc platform after the bid 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. 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)

11. 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 required details as specified [Annexures IV & V]
- 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.

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 I 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-I 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 below in the E.Proc platform:

a. Price Bid (Annexure VI is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered price (NDP) for each location in Indian Rupee, for the item mentioned in the scope of supply.

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 VI).

b. After submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards tender fees and / EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.

B. SPECIAL TERMS & CONDITIONS

1. <u>Earnest Money Deposit (EMD)/BID BOND</u>

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 50,000.00 (Rs. Fifty 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-IX 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.

2. 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

3. Security Deposit (SD)

EMD will be adjusted towards security deposit.

Successful bidder will be required to pay Security Deposit Rs.75000.00 [Rupees Seventy Five Thousand only] within 15 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 or Bank Guarantee **valid for 18 months** in BL's format (**Annexure-VII**) only.

The Security Deposit may 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.
- 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.

OR

a) Bank Guarantee of Rs.75000.00 to be executed by a Nationalized Bank approved by RBI as per Company's Standard format. In the event the Contractor is executing Bank Guarantee of the aforesaid amount, the EMD of Rs.50000.00 will be refunded after receipt of Bank Guarantee duly confirmed by the issuing bank. The bank guarantee executed should be valid for 18 months. The security deposit will not bear any interest. In the event of extension of the contract as mutually agreed by the Company and the Contractor, the Bank Guarantee also to be extended for a period of 6 months over and above the agreed period of extension.

Security Deposit is liable for forfeiture if successful Contractor in the event of :-

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- > The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- ➤ The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- > The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any , on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

4. Payment Terms:

Payment will be made after 7 days from date of submission of bill. The bill has to be raised on actual completion of the job on per piece rate basis as per tender approved rates. Only one bill per month will be accepted. Prior submission, the bill has to be authenticated from the Production / Plant head with all necessary documentary proof attached herewith.

Monthly bill raised by the contractor should be supported by documentary evidence of statutory payment of PF & ESI for the previous month. Payment for the first month will be released exclusive of PF & ESI which will be subsequently reimbursed in the next months payment.

Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

Payment will be released based on the production slab as given below :-

For Job A & B -

For 0-75000 production – Fixed amount based on the quoted rate will be paid.

For 75001-100000 production – Amount will be based on the incremental volume and quoted rate.

Above 100001 production – Amount will be based on the incremental volume and quoted rate.

For Job C & D – Fixed volume job for the entire period of one year.

5. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.

6. Period of Contact

August, 2017 to July, 2018 [Further extendable for Three months with mutual consent] or Rs.99.00 lacs whichever is earlier.

7. Tender Evaluation - The tender would be finalized on the basis of Composite Lowest L1 considering all the four categories of job as broadly specified in the scope of work.

8. Risk Purchase

In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done 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 or security amount held with us.

9. Award of Contract

The contract would be awarded to the L1 bidder only.

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

- 10. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the provisional GST Number as per Annexure IV 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.
- **11.** The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
- **12.** 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.

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

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

12. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence to 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.

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 Supply

Scope of Service for the tender shall be as mentioned in Annexure I.

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 entirely 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. Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in Delivery/Completion of job.

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. 8.

8. Delay due to Force Majeure

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 Head[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.

9. 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.

10. 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.

11. Price

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic.

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.

12a. Termination

Without prejudice to the right (s) of termination provided or without prejudice to any other right or remedy available to the Contractor in this behalf, BL may terminate the contract in part or full at any time by giving the Contractor not less than two months' notice in writing for their unsatisfactory performance.

If the Officer-in-Charge of the work performed by the Contractor, or any part thereof, to be unsatisfactory of work performance w.r.to efficiency/efficacy which the Officer-in-Charge of the Plant shall be the sole judge. Upon termination, under and with reference to this clause, the Contractor shall only be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the Contractor in or for anything or for any loss in the profit or anticipated profit of the Contractor.

The Contractor has to ensure payment of the terminal dues to all ex-employees as per the provision of the statute.

12b. 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 becomes bankrupt or goes into liquidation.
- iii. The bidder makes a general assignment for the benefit of creditors.
- iv. A receiver is appointed for any substantial property owned by the bidder.
- v. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.
- vi. 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.

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

13.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,
	 Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system, Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight, Lifeline systems must be approved by Owner before use.
	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
-	Cranes and Hoisting Equipment: Contractors shall operate and maintain
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	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.
I.	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. 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.
n.	Hot Works
	A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner. Trenching Excavating, Drilling and Concreting
0.	Lironohina Evoquatina Tirilina and Canaratina

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.

p. 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, vapors.

14.,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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.

ANNEXURE-I

D. SCOPE OF WORK

<u>Broad Scope:</u> Carrying out the job work for handling of material, semi-finished and finished goods, Pre-dispatch activities for Tight Head drums [TH] and Open Head drums [OH] at IP-Navi Mumbai.

Scope given above has been broadly classified in the following four major sub-scope with details of activities to be perform on for estimated no of drums:

SI.No	Major scope description	Estimated Qty (Nos.)
A	Drum Handling, loading & unloading, shifting of drums and unloading of material, wrapping of drums	1150000
В	Miscellaneous activity incidental to production	1150000
С	Open Head drums finishing operation	100000
D	Stretch Film wrapping of drums/Packing of export/tall drums with Corrugated Paper.	100000

NOTE: Prospective bidders may contact Shri N V Balaji for further details regarding scope of work.

Timings:-

General Shift - 9.00 am to 6.00 pm However, the working hours may be extended as per production requirement.

[Working time may be staggered as & when required]

NOTE: One Supervisor has to be provided on daily basis.

ANNEXURE-II

E. <u>VENDORS OBLIGATION</u>

- The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., GST No. Necessary documentary evidence to be attached alongwith the offer. **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.
- 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 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.
- The Contractor shall ensure personal supervision of his workmen in Plant and will meet Officer In-charge weekly or as and when required. One supervisor has to be deputed on daily basis.
- 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.
- 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.
- 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.
- 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.

- The Contractor shall arrange to obtain necessary entry permits from Officer-incharge for the personnel engaged by him and issue them identification cards.
- 12) 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.
- Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 14) 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.
- 15) 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.
- 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.

17) CONTRACT LABOUR REGULATIONS

- a) The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- b) The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- c) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d) A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.

The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.

e) Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

18) PAYMENT OF MINIMUM WAGES

- The Contractor will pay minimum wages as prescribed by Maharashtra State Government from time to time.
- The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

19) PAYMENT OF WAGES

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

20) PAYMENT OF BONUS

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965.

21) **GST COMPLIANCES**

- Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-IV attached
- 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
- Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- Vendors are required to raise invoice as per the GST tax structure.
- 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.
- In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

22) 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, safety shoes (2 pairs) etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required and BL shall reimburse the same @Rs.2000.00 for 2 sets of uniform, Rs.850/- per pair of shoes) on yearly basis.
- 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.
- Tea will be provided twice in a day.
 Snacks will be provided for the labour working 2 hrs.or more extra beyond regular working hours.
 Cost of tea @Rs.6.00 per cup and snacks @Rs.25.00 will be reimbursed by BL.

23) WORKMEN COMPENSATION

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

24) 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).

25) TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
- b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
- c) Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the fabrication contract.
- d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

26) 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 III

F. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-IV attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-IV

G. **DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
	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	

Company:

1.

ANNEXURE V

H. ADDITIONAL DETAILS OF VENDORS

	The	following	information	to be	furnished	by the	Contractor -
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- Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited
- 3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
 - a. Registered Office:

Name of the Contractor:

- b. Branch Office (quoted against this tender):
- c. Factory/Go down/Workshop:
- 4. Year of Establishment

Date of Registration (With Photo Copies)

Registration No.

Year of Commencement of Operations

- 5. Details of business activities including that of Sister Concerns, if any
- 6. No. of employees employed
 - Permanent
 - Temporary
- 7. a) Contractor's EPF Code Number & Issuing Office address:
 - b) Contractor's Contract Labour Licence Number (If any) :
 - d) Details of PAN Number
- 8. Whether any legal (Civil, Industrial, Criminal) cases/disputes are either pending or contemplated against the Contractor in any Court of Law or before any other authority? If so, please give the details.

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9. Details of latest Income Tax Assessment and Clearance, if applicable (Please attach certificates)

10. EMD PARTICUALRS:

Demand Draft /Pay Order No. :
Date :
Drawn On :
Amount :

ANNEXURE-VI

I. PRICE BID - to be filled by BIDDER

Α	Handling , loading, unloading, shifting unloading of material /wrapping o			
	Description	Qty	UOM	Rs.
		Drums/ month		
	Amount will be fixed upto production of 75000 drums in a month	75000	Fixed	
	Incremental 25000	75001-100000	Per drum	
	Incremental above 100000	100001 & above	Per drum	
В	Miscellaneous activity incidental to production			
	Description	Qty		Rs.
		Drums/ month		
	Amount will be fixed upto production of 75000 drums in a month	75000	Fixed	
	Incremental 25000	75001-100000	Per drum	
	Incremental above 100000	100001 & above	Per drum	
		Estimated qty		Rs.
		Drums/annum		
С	Open Head drum finishing operations	100000	Per drum	
D	Stretch film wrapping of drums/packing of Export/Tall drums with Corrugated paper.	100000	Per drum	

- [1] The contractor has to deploy manpower based on production /finishing requirement at the site.
- [2] Price Rate: Contractor should quote per piece of drum basis.
- [3] Statutory Compliance: Contractor has to comply with ESIC, PF, MLWF,PT, Workmen Compensation (WCI),minimum wages etc. as per prevailing labour rules & regulation as per Maharastra state.
- [4] The uniforms (2 sets/annum), Safety shoes (2 pair/annum), shall be provided by contractor on reimbursable basis.

- [5] At the request of the successful contractor, BL may retain the estimated bonus/leave wages from the running bills of the contractor for the workmen employed by them and reimburse it whenever claimed by the successful contractor.
- [6] Above mentioned quantities are tentative and for calculation purpose. Payment will be released based on actual production on monthly basis.

Apart from above, any liability within the contract period will be borne by the Contractor

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- VII

J. (To be provided by successful bidder only) Proforma of the Bank Guarantee (Security Deposit)

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

Dea	ar Sir,
Cor	t Messrs. /Mr (set out full name and a Bidder and constitution of the stractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against render being Tender No
(her	reinafter referred as "the said Tender") for "Engaging labour" and in pursuance thereto Order being No dated (hereinafter referred to as "the Order") was led by you to the Contractor.
Rs. the	conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in form therein mentioned. The form of payment of security deposit includes a guarantee to executed by a Scheduled Indian Bank.
арр 	e said Messrs. / Mr (set out full name of the Contractor) have / has roached us and at their / his / its request and in consideration of the premises. We (set out full name of the Bank) having our office, inter alia at (state the address of the Bank) has agreed to give such guarantee in the nner following:
1.	We, (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2.	We, (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We,
	(set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

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3.	Your right to recover the said sum of Rs. 000.00 (Rupees only) from us in the manne aforesaid will not be affected or suspended by reason of the fact that any dispute of disputes is / are pending before any Officer, tribunal, court or any other authority of authorities.		
4.	The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.		
5.	Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)		
 7. 	Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.		
	revoke this Guarantee during its currency except with your previous consent in writing.		
8.	We, (set out full name of the Bank) have power to issurthis Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the day of Two Thousand granted by the Bank.		
Yo	rs faithfully, Dated:		

ANNEXURE VIII

K. ADDRESS OF BALMER LAWRIE PLANT

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

ANNEXURE - IX

L 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	Vendor's e mail id	

M. CONDITIONS FOR ONLINE BID SUBMISSION

ANNEXURE - X

<u>Pre-Requisites Before Login to System (Software requirements.)</u> Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB 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 7,8,10

Browser Version:

• Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) 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

- 1. Mr. Tirtha Das, Mob 9163254290 email tirtha.das@c1india.com
- 2. Mr. Tuhin Ghosh, Mob 08981165071 Email tuhin.ghosh@c1india.com
- 3. Mr. Ravi Gaiwal, Tel +9619379192 Email ravi.gaiwal@c1india.com
- 4. Mr. Siva Kumar, Mob. +91 9042773377 Email siva.kumar@c1india.com

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

- 1.Shri Nayan Jadhav ,Mob.8879294183 Land Line No.022 66258191 e.mail: yadav.nd@balmerlawrie.com
- 2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail: amanda.c@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.

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 - XI

N. 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;
 - 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
 - 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;

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;
- to comply with the principles of non-discrimination with regard to supplier selection and treatment.