



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

SINCE 1867 www.balmerlawrie.com

**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. 0100LC0870 dated 21.7.2017**

**Due date of Tender: 04.08.2017 at 14:00 hrs.  
Opening of Technical Bid: 04.08.2017 at 14:30 hrs.**

Sealed Single Bid Tender is invited from Reputed Manufacturer or Channel Partner of Reputed Manufacturer for Supply of "Chairs for Conference Room" at our Barrel Manufacturing Plant at Taloja (Raigad, Maharashtra). The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website

**Contact details**

**Balmer Lawrie & Co.Ltd.**

SBU-Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate  
Mumbai – 400 001.

Contact Persons:

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

### **A. Instructions for bidders.**

1. All documents required in the tender can be deposited in the Tender Box at the following address, "Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai - 400 001"
2. **Please Refer to Annexure – III for detailed Technical Specifications & Scope of Supply.**
3. The tender is invited in **Single-Bid System**. The tender document consists of **Technical Specification & Price Bid**.
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids	04.08.2017 at 14:00 hrs.
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All Bids are to be completed 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 "**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.**

BL reserves the right to accept any bid in full or part. This does not necessarily mean that the lowest bid will be accepted.

**This document is the Tender.**

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

6. Bid Security / Earnest Money Deposit(EMD)/ Bid Bond – As per Clause no. 1 & 3 of the Special Terms & Conditions of this Tender document.

**MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [ \*NSIC / MSME / DIC / .....] SPECIFIED BY MSME DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. \*HOWEVER, MSEs REGISTERED WITH NSIC NEED TO HAVE REGISTRATION UNDER SINGLE POINT REGISTRATION SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.**

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

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.

Unless otherwise agreed to in terms of the purchase order, the price shall be:  
Firm till execution of entire order even though it might be necessary for the order execution to take longer than the delivery period specified in the order for any reason whatsoever.

**VENDOR UNDERTAKING [ON CO'S LETTER HEAD DULY SIGNED & RUBBER STAMPED]**

“WE HAVE STUDIED THE TENDER DOCUMENT CAREFULLY AND HAVE QUOTED OUR LOWEST RATE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS, TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS AS LAID DOWN IN THE TENDER DOCUMENT. WE ALSO CONFIRM TO HAVE ACCEPTED ALL TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS.”

**1. 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 on the Balmer Lawrie official website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**2. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I – GST Compliances
- E. Annexure – II – Details of Vendor
- F. Annexure – III – Technical specifications and Scope of supply with quantity for “Chairs”
- G. Annexure- IV Price Bid.
- H. Annexure -V- 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.

**3. Late Bids**

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

**4. Bid Validity**

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

**5. Bid Rejection Criteria**

A bid may be rejected

If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.

If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.

If Conflict of interest between the bidder and the Company is detected at any stage.

**6. Clarifications**

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

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

**7. Opening of Price Bid**

The Price Bid of Bidders will be opened on the due date.

**8. Complete Scope of Work**

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

**9. Tender Documents and Deviations**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – III & IV, would invite immediate dis-qualification from further consideration of the bid.**

**Bidders to provide certificate stating that they have quoted as per the scope of supply mentioned in Annexure-III.**

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

The bidders are required to fill the tender document in a format as outlined below:

**a. Price Bid (Annexure- IV is Price Bid)**

The lowest bidder will be decided on the **Nett delivered Price basis** in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value.

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 Single, rate given in words will be taken as authentic.

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

**b. The vendors are requested to submit the demand drafts towards EMD alongwith hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001.**

**C. SPECIAL TERMS & CONDITIONS.**

**1. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **Rs. 3000.00** (Three thousand only) Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India.** The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank.** The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

- 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)**

Security Deposit amount of 5 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai.

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

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

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- EMD of the successful bidder will be adjusted in Security Deposit.

Security Deposit is liable for forfeiture, if

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

**4. Period of Contract** – Material to be delivered within **2 weeks** from the date of Purchase Order.

**5. Payment Terms:**

Our payment terms are as follows:

100 % of basic order value along with full taxes and duties will be made within 15 days against receipt of accepted material or bill whichever is later.

**6.** Tenderer should quote only rate per piece basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, Excise duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.

**7. Award of Contract**

**BL shall place the Purchase order on the Nett Delivered Lowest Quoted Bidder for supply and as such it would be in the interest of the bidders to quote their most competitive price.**

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

**8. DELIVERY OF "Chairs"**

i) To our plants at Taloja (Raigad, Maharashtra). The supplier shall complete the supplies within 2 weeks from the date of the purchase order.

ii) **Packing & Marking**

The item should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material shall be suitably protected from water ingress especially during Monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.

## **9. Transit Risk Insurance**

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

## **10. Guarantee/ Warranty**

The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the 'Chairs' manufactured and supplied to BL shall be new and free from defects in material, workmanship and design & construction and it will perform in accordance to the specification for a period of 12 months from the date of delivery of the chairs or 18 months from the date of supply whichever is earlier or as per OEM recommendations. In the event of any deviation / non-performance as per technical specification, the successful bidder will ensure repairing of the equipment / defective part(s) failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money.

- a. All products will be on one year all comprehensive replacement warranty against all manufacturing defects. During the warranty period the Vendor shall have to provide quarterly preventive servicing.
- b. During Warranty period, all break-down calls should be attended to as under:

For any problem the service personnel shall rectify arising in functioning of "Chairs", within 48 hrs from time of lodgement of complaint.

10.1. 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).

10.2. The vendor has to submit a certificate from the manufacturers along with technical specifications that they are the authorized agents for the sale and service of their product and manufacturer undertakes to support the after sales service of the product.

Tenderer will have to submit a certificate from the manufacturer that the spare parts for the supplied product will be available for after sales service.

**D. 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 Supply for the tender shall be as mentioned in Annexure-III.
3. **Reference for Documentation**  
Purchase Order Number must appear on all correspondence, 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 7 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions
5. **Relaxation of Tender Terms & Conditions**  
BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.
6. **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. **Delay in bidding**  
Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.
8. **RISK PURCHASE**  
In case delivery of material is not effected as per given schedule , 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.
9. **LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS**  
  
Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 1.0 % of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.
10. **Delay due to Force Majeure**  
In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause



of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

**12. 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.

**13. 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.

**14. Vendors Obligation**

The vendor shall ensure that no damage is caused to BL's property/or any decorative structure/fittings while carrying out the work. It is obligatory on the part of the vendor to rectify/make good such damages at their own cost. The Tenderer shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner on completion of the work.

The work executed should be got approved by Balmer Lawrie & Co Ltd. and the Tenderer shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.

**15. Statutory Compliance**

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with

**16. 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 or any part thereof 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 any rejected or defective item 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 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

#### **17. 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

#### **18. HSE REQUIREMENTS BY CONTRACTORS**

##### **Housekeeping**

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

##### **Confined Space**

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

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

##### **Tools, Equipment and Machinery**

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

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

##### **Working at Height**

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

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

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**Fall Prevention System**

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

**Fall Protection Systems**

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

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

**Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

**Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
  - a) Ladders shall be maintained free of oil, grease and other slipping hazards
  - b) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
  - c) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

**Lifting Operations**

**Cranes and Hoisting Equipment**

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

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

**Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

**Lockout Tag out ("LOTO")**

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

**Barricades**

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

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

**Compressed Gas Cylinders**

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

**Electrical Safety**

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

The below measures will be taken:

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

**Hot Works**

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

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

**Trenching, Excavating, Drilling and Concreting**

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

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

**Environmental Requirements**

**Waste Management**

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

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

**Spills**

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

**Emissions**

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

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

**Annexure-I**

**A. GST Compliances**

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

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

**ANNEXURE-II**

**B. DETAILS OF VENDOR**

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

ANNEXURE-III

**SCOPE OF SUPPLY**

Supply of “Chairs for Conference Room”

**Quantity - 20 nos**

Specification

[1] SEAT/BACK ASSEMBLY –

The seat and back are to be made up of 1.2  $\pm$ 0.1 cm thick hot pressed plywood and upholstered with fabric upholstery covers and moulded Polyurethane foam. The back foam to be designed with contoured lumbar support for extra comfort. The seat to have extra thick foam on front edge to give comfort to popliteal area.

[2] HIGH RESILIENCE (HR) POLYURETHANE FOAM –

The HR polyurethane foam to be moulded with density = 45 $\pm$ 2 kg/m<sup>3</sup> and hardness load 16  $\pm$  2 kgf as per IS:78888 for 25% compression.

[3] ARMRESTS

The one piece armrests to be injection moulded from black Co-polymer Polypropylene.

[4] TUBULAR FRAME –

The powder coated (DFT 40-60 microns) tubular frame to be cantilever type and made of dia 2.54  $\pm$ 0.03 cm x 0.2  $\pm$ 0.016 cm thk M.S. ER.W. Tube.

Width	Depth	Height	Seat Height
61.4 CM	64.5 CM	89.5 CM	46.5 CM



**ANNEXURE- IV**

**F. PRICE BID – to be filled by BIDDER**

S.No.	Item Description	UOM	Qty.	Rate/Unit [Rs/unit]	Total Amount[Rs]
1	<b>Chair</b>	No	20		
A	<b>Total Basic value</b>				
B	<b>IGST % [For Out of Maharashtra bidders]</b>		% of A		
	<b>CGST % [For Bidders within Maharashtra]</b>		% of A		
	<b>SGST % [For Bidders within Maharashtra]</b>		% of A		
C	<b>Freight</b>		Lumpsum		
D	<b>Total (A+B+C)</b>				
E	<b>Less : Credit of GST</b>		(B)		
F	<b>Net Landed Price</b>		(D – E)		

[Amount in words

)

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.

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

**ANNEXURE-V**

## **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**
  - to comply with the laws of the applicable legal system(s).
- f* **Prohibition of corruption and bribery**
  - 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**
  - 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;
  - to respect the personal dignity, privacy and rights of each individual;
  - to refuse to employ or make anyone work against his will;
  - 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;
  - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - to comply with the maximum number of working hours laid down in the applicable laws;
  - 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**
  - to employ no workers under the age of 18;
- f* **Health and safety of employees**
  - to take responsibility for the health and safety of its employees;
  - to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - to provide training and ensure that employees are educated in health and safety issues;
  - to set up or use a reasonable occupational health & safety management system;
- f* **Environmental protection**
  - to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - to minimize environmental pollution and make continuous improvements in environmental protection;
  - to set up or use a reasonable environmental management system;
- f* **Supply chain**
  - 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.