



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258215/66258191
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LC0922 dated 21.09.2017

Due date of Tender: 03.10.2017 at 14:00 hrs.
Opening of Technical Bid: 03.10.2017 at 14:30 hrs.

Online as well as offline Two Bid e-Tender is invited from interested vendors for Design, Manufacturing, supply, erection and installation & commissioning of “COIL ROLL STOP SOLUTION” for coil storage yard at our Barrel Manufacturing Plant at Taloja (Raigad, Maharashtra) through Balmer Lawrie e.procurement Portal <https://balmerlawrie.eproc.in>

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

Alternatively, the bidder may submit their offer in form of hard copies along with required EMD / Bid Security and with all other details in our Tender Box kept in above address.

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. [for online submission] 603,Coral Classic,20 th Road, Near AmbedkarPark,Chembur Mumbai-400 071
Contact Persons: 1. Shri Nayan Yadav -08879294183, 022 66258191, email ID: yadav.nd@balmerlawrie.com	Contact Person 1. Mr.Tittha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- tuhin.ghosh@c1india.com 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- chikkavarapu.manisankar@c1india.com 4. Mr. Ravi Gaiwal,Mob.09619379192 e.mail- ravi.gaiwal@c1india.com

1. Introduction

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

A. Instructions for bidders.

1. ONLINE or OFFLINE TWO BID [PRE- QUALIFICATION/ TECHNICAL BID AND PRICE BID] E-TENDERS ARE INVITED FROM REPUTED ORIGINAL EQUIPMENT MANUFACTURERS WHO MEET THE PRE QUALIFICATION CRITERIA FOR DESIGN, MANUFACTURING, SUPPLY ERECTION AND INSTALLATION & COMMISSIONING OF **COIL ROLL STOP SOLUTION FOR COIL STORAGE YARD** AS PER DETAILED SPECIFICATIONS CONTAINED IN ANNEXURE III OF THIS TENDER FOR OUR PLANT AT TALOJA, NAVI MUMBAI
2. **Please Refer to Annexure – III for detailed Technical Specifications & Scope of Supply.**
3. The tender is invited in **Two-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 on Line	21.09.2017 at 14:00 hrs.
5.2	Opening of Technical Bid	03.10.2017 at 14:30 hrs.

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.

MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM

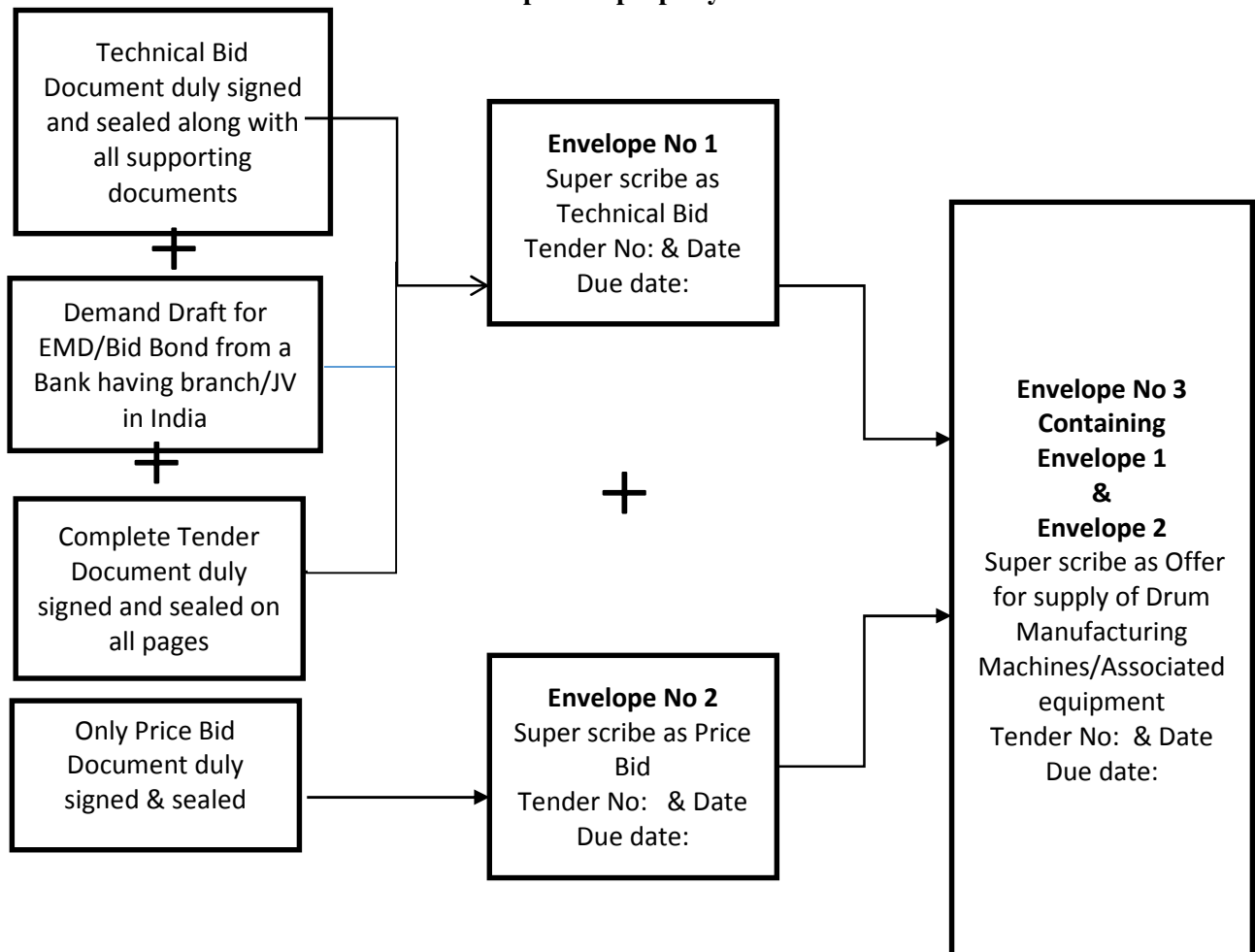
TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE:-Indian Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate with part II document applicable for the tendered item.

7. Vendors, including Overseas category, willing to participate through Off-line mode may send their offer along with required EMD / Bid security so as to reach our office on or before the due date & time of the tender. In such cases, vendors are requested to make 3 envelopes as below :-

Flow Chart for Tender Document submission

NOTE: - Please ensure that all the Envelopes are properly sealed



- i) **Envelope -1, for Pre-qualification or technical bid** – This envelop should contain only the required documents pertaining to substantiate the Technical part of this tender. Demand Draft towards EMD / Bid Security also to be put inside of this Envelop. Envelop to be super scribed with Technical bid of Tender No, Due date and subject on it.
- ii) **Envelope-2, for Price Bid** - Price Bid envelop should contain only the Price Bid of this Tender duly signed & stamped. Super scribed with Price Bid of Tender no and Subject.
- iii) **Envelope -3, Combined** – Envelope 1 & Envelope 2 should be put inside this envelope and super scribed with Tender Subject, No. & Due date of opening.

- iv) Only those Bidders who qualify in the Pre-Qualification / Technical Bid alone shall be eligible for Price Bid evaluation. The price bid opening date and time shall be informed only to the qualified bidders at a later stage.**

The bidders are requested to sign all the pages of the tender document as a token of acceptance of all the terms & conditions mentioned therein.

Only those Bidders who qualify in the Pre-Qualification / Technical Bid alone shall be eligible for Price Bid evaluation. The price bid opening date and time shall be informed only to the qualified bidders at a later stage.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post / courier 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 in the E-Procurement platform. 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 – Pre-Qualification / Technical Bid
- E. Annexure- II - Pre-Qualification / Technical Bid (Documents to be submitted)
- F. Annexure -III - Scope & technical Specification of **COIL ROLL STOP SOLUTION** for coil storage yard
- G. Annexure -IV - Price Bid Format
- H. Annexure -V - Proforma of Bank Guarantee (Security Deposit)
- I. Annexure -VI - Proforma of Performance Bank Guarantee
- J. Annexure - VII - Conditions for Online Bid submission
- K. Annexure –IX 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

No bidding is admissible in the E.Proc platform or submission of hard copies after the bid closing date and time.

4. Bid Validity

The offer shall remain valid for a period of **90 days** 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.

10. 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 or submission of tender through hard copies:-

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

The lowest bidder will be decided on the **Nett delivered Price on Composite basis** in INR, for the item mentioned in the scope of supply. **All Statutory Levies / Taxes & Duties, etc – will be payable extra at actuals on applicable rates.** 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. After submission of bid online, the bidders are requested to submit the demand draft towards 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 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 Domestic Bidders

INR 15,000.00(Fifteen Thousand only)

For Overseas Bidders

US \$ 240.00 (Two Hundred Forty only)

EURO 200.00 (Two Hundred only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from such recognized banks which have a **branch or JV in India**. Cheque / Cash or any other form of payment is 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 **10 % of the basic order value of corresponding currency** 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 may be submitted as Bank Guarantee (Annexure V) by a **Scheduled Indian Bank** within 15 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.**

Successful bidder will have to submit Security Deposit amount by Pay Order / Demand Draft drawn in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai or Bank guarantee valid for 18 months** for an equivalent amount issued as per the Company's format.

The Security Deposit may be submitted by Pay Order/ Demand Draft or as Bank Guarantee by a **recognized Bank** having a branch/JV in India within 21 days of receipt of the Purchase order. The Bank Guarantee Format given by BL should only be used for submitting **Bank Guarantee (Annexure VI)**.

The Security Deposit shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful commissioning of the tendered machines and associated equipment and submission of Performance Guarantee.

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

4. Security deposit is liable to forfeiture in the event of:

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

5. Period of Contract – This contract is for design, manufacturing, supply, erection and Installation & commissioning of **“COIL ROLL STOP SOLUTION”** for coil storage yard **to be completed within 12 weeks of the LOI / PO.**

6. Payment Terms:

Our payment terms (for domestic suppliers) are as follows:

70 % 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.

20 % of basic order value will be made within 15 days after successful commissioning of supplied **“COIL ROLL STOP SOLUTION”**.

10 % of the basic order value will be retained for a period of 12 months from the date of commissioning as performance guarantee. The successful bidder can submit Performance Bank Guarantee valid for 12 months as per Annexure -VI and receive the same.

Payment terms (for Overseas suppliers) will be as follows:-

- i. 80% (Eighty percent) of the C&F order value on Proof of despatch / submission of Bill of Lading; through irrevocable Letter of Credit (LC) for Overseas Bidder. Out of the balance 20 %, 10% will also be paid through same irrevocable Letter of Credit (LC) within 30 days from the date of receipt of material at out plant.
- ii. 10% (Ten percent) of the total order value will be retained by BL as retention money for one year from the date of commissioning or 18 months from date of Bill of Lading. The Bidders can provide Performance Bank Guarantee by a recognized Bank having a branch/JV in India **valid** for one year in lieu of retention money of 10% and receive the same. In this regard Format given by BL only be used for submitting Bank Guarantee (Annexure VI).
- iii. All bank Charges incidental to opening of letter of credit in purchaser's country shall be borne by Balmer Lawrie and all charges in the seller's country shall be borne by the beneficiary.
- iv. LC shall be opened only after receipt of Security deposit.

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 and if accepted the price shall be loaded with interest @ 14% per annum for the applicable period. This interest cost would be considered for arriving at L1 bidder status.

7. 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.

8. Award of Contract

BL shall place the Purchase order on the lowest quoted bidder on the basis of the Total Landed Cost (**Annexure IV**) in Indian Rupees and as such it would be in the interest of the bidders to quote their most competitive price. The exchange rates considered for conversion would be the rates as applicable on the day prior to the price bid opening. Negotiations if held, will be only with the lowest bidder.

9. DELIVERY OF "COIL ROLL STOP SOLUTION"

i) To our plants at Taloja (Raigad, Maharashtra). The successful bidder shall complete the supplies, installation & commissioning within **13 weeks** from GA drawing / design approval. Successful bidder shall Submit design for "GA drawing / design approval" within **2 weeks** from the date of the purchase order.

ii) **In case of successful overseas bidder**, the completion period (supply, installation & commissioning) to be completed within **13 weeks** from from GA drawing/design approval. Successful bidder shall Submit design for "GA drawing/**design approval**" within **2 weeks** from the date of the purchase order.

iii) **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.

10. Transit Risk Insurance

Transit Risk Insurance shall be covered by Balmer Lawrie & Co.Ltd from the place of Shipment point to BL's plants.

11. Guarantee/ Warranty

The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the '**COIL ROLL STOP SOLUTION**' 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 commissioning of the equipment or 18 months from the date of supply whichever is earlier. In the event of any deviation / nonperformance 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 engineer (for domestic supplier) shall rectify arising in functioning of "**COIL ROLL STOP SOLUTION**", within 48 hrs from time of lodgement of complaint. The time which will be treated as the time of lodgement of the complaint will be the 1st Call on mobile or the time of 1st e-mail send to the service centre in this regard. In case of failure in providing service within the above time frame, Balmer Lawrie & Co. Limited has the discretion/reserves the right to impose penalty as mentioned hereunder:

- 1-7 days excluding date of lodgement of complaint :INR. 100/= per day
- From 8th day to 30 days :INR. 250/= per day
- More than 30 days :INR. 500/= per day

The penalty amount will be recovered from the Security Deposit given by the tenderer

12. 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).

13. 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.

14. **Despatch Instructions**

The goods shall be consigned in the name of consignee viz

Balmer Lawrie & Co. Ltd.
SBU – Industrial Packaging
Plot No G-15, G-16, G-17
MIDC Area, Taloja
T.Q. Panvel, Dist Raigad
Maharashtra - 410208
India.

15. **Operation / Maintenance Manual**

The bidder shall provide along with the machine two sets (Hard and Soft copy) of operation and maintenance manual (in English) including manuals for mechanical / electrical function, assembly drawings, hardware / software program, pneumatic diagram, troubleshooting chart and preventive maintenance schedule of the machine parts, etc.

16. **Declaration of Agents in India [For Overseas supplier]**

The Bidder should disclose the detailed particulars of any agents in India and a confirmation that payment of commission, if any, will be in Indian Rupees. Such details shall interalia include name, address, rate of commission etc. of agent in India, if any.

17. **Part Shipment [Spl.for Overseas supplier]**

Based on request from the successful bidder BL may consider agreeing for part shipment. The decision of BL would be final in this regard.

18. **Liquidated Damages**

In case, the successful bidder fails to supply / commission the machine within the stipulated period as per the Purchase Order, **Liquidated Damages will be imposed on equipment not delivered @ 0.5% per completed week upto a maximum of 5% of the Purchase Order value of the delayed equipment.**

19. **Design Life**

The successful bidder has to inform the “Designed Life of the equipment” considering satisfactory preventive maintenance as per their recommendation in “Operating & Maintenance Manual” and normal wear & tear due to operation.

20. **Safety Standard**

The Coil roll stop solution supplied by the bidder shall meet International Safety Standards and Statutory requirements. The supplier has to specify all the relevant safety data of the Coil roll stop solution.

21. Transmission of Shipping Documents [Spl. for Overseas supplier]

The successful bidder shall obtain the shipping documents and the complete original set of documents as detailed below are required to be sent to BL through the L/C opening bank immediately on shipment.

Documents	Number of copies
Original Bill of Lading	3 sets
Invoice	5 sets
Packing List	5 sets
Country of origin Certificate	5 copies
Technical Catalogue	1 copy

Successful bidder shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

In addition to the above the successful bidder should airmail / email the scanned copies of the following documents immediately on shipment.

Non-negotiable Bill of Lading	5 sets
Invoice	1 set
Packing List	1 set
Country of origin Certificate	1 copy
Technical Catalogue	1 copy
Warranty	1 copy

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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 Design, Manufacture, and Supply, Erection and Installation & commissioning 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 0.5 % 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.

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 be 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.

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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE I

Pre-Qualification / Technical Bid

Pre-Qualification / Technical bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for commercial evaluation.

- A. Manufacturers or their authorized agent / dealer having experience in the field of supply of heavy duty coil rolls stop system, to manufacturing/steel industry will be qualified - Self-certification required.
- B. The Bidder should have minimum experience of 5 years in the supply of Coil roll stop Solution.
- C. The bidder Should have an In-House Design Department & should provide details of the following
No. of Design Engineers working in design Office
Design tools /Software being used for various design related jobs.
- D. The bidder should have executed at least one Order /year with a single order value not less than of INR-25 Lakhs [2.5 Million INR] or more, during last three years on related project. Overseas supplier should provide the executed PO value in corresponding currency.
- E. The average annual turnover of the bidder based on past three calendar / financial years should be at least INR 50 Lakhs [5 million INR]. Overseas supplier should provide the audited Turnover data in corresponding currency.
- F. The Indian bidder should have valid GST registration / PAN Registration. Overseas bidder should submit certificate of Incorporation.
- G. Bidders may kindly refer to Annexure II for list of documents required to be submitted against Pre-Qualification criteria.

Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

BL reserves the right to relax the Pre-Qualification/technical criteria at its own discretion.

ANNEXURE II

Pre-Qualification / Technical Bid

Tender No. 0100LC0922 dated 21.09.2017

<i>PRE QUALIFYING CRITERIA CLAUSE</i>	<i>DOCUMENT TO BE SUBMITTED</i>
<i>A</i>	<i>SELF CERTIFICATION WITH DETAILS LIKE FACTORY LICENSE/ CERTIFICATE OF INCORPORATION</i>
<i>B</i>	<i>SELF CERTIFICATION WITH DETAILS OF NO. OF QUALIFIED DESIGNERS / SOFT WARE BEING USED</i>
<i>C</i>	<i>COPY OF UNPRICED PURCHASE ORDERS/ CERTIFICATE FROM BUYERS</i>
<i>D</i>	<i>AUDITED OR PUBLISHED OR CHARTERED ACCOUNTED CERTIFIED PROFIT AND LOSS [P&L] STATEMENT</i>
<i>E</i>	<i>COPY OF GST REGISTRATION / PAN REGISTRATION</i>

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.

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

Company Seal	Signature	
	Name	
	Designation	
	Company	

Annexure-III

D. SCOPE OF SUPPLY/WORK

SUPPLY OF COIL ROLL STOP SOLUTION FOR COIL STORAGE YARD - 1NO.

Technical Specification:

A. Details of coils to be stored- CRCA steel coils of following details will be stored on the coil roll stops system

01. ID of coils= 450 mm to 510 mm for all variant

02. Coil Dimension

S. NO.	TONNAGE	BODY COIL		END COIL OD(mm)	
		OD(mm)	Width (mm) Max	OD(mm)	Width (mm) Max
1	13MT	1600	940	1430	1230

03. Weight of Coils=15MT (Max.)

04. Coil storage levels= System should be suitable for Ground+2(3 level) storage of coils.

05. Location of storage= Inside the factory shed, on concrete flooring.

B. Details of Coil Roll Stops System:

- The Coil roll stop System should be a Turn-key coil storage system offering maximum flexibility for both coil OD and coil width.
- It should be easily adjustable as per coil width and OD without any special tools and tackles.
- The coil roll stop system should be inter-connected type for better safety and uniformity.
- In order to keep coils safely, the system should consist of suitable system/mechanism for interlocking the blocks.
- All components that may be in contact with the coils should be manufactured from suitable material to offer maximum coil protection and damage reduction to steel coils.

- Easy installation without any special tools and without overhead cranes will be required.
- It should be certified to stack three high Coils with a maximum load of 60MT with sufficient safety margins in loads, should be tested for 100MT loads and should be suitable for inside storage.
- The design/placement of blocks should ensure minimum gap between the Coils and the floor to avoid dampness and moisture to the Coils as well as to store maximum numbers of coils in the yard.
- Should have extremely long life and maintenance free system.

C. Details of coil storage area: In the plant coil yard we want to store coils as per following details

- Coil row 1, having total length of approx. 48 miters, should able to store of minimum 31 coils of coil OD 1600mm
- Coil row 2, having total length of approx. 48 miters, should able to store of minimum 31 coils of coil OD 1600mm
- Coil row 3, having total length of approx. 48 miters, should able to store of minimum 31 coils of coil OD 1600mm
- Coil row 4, having total length of approx. 48 miters, should able to store of minimum 31 coils of coil OD 1600mm
- Coil row 5, having total length of approx. 24 miters, should able to store of minimum 17 coils of coil OD 1600mm
- Coil row 6, having total length of approx. 20 miters, should able to store of minimum 14 coils of coil OD 1600mm

D. Package

Definition of Package - All the components of the coil roll stop solution such as the roll stop blocks, rails, side supports, connecting pins etc. according to coils storage requirements as given in point no. C.

- E. Quantity of various components of roll stop solution should match the coils storage requirement per row as per details given in point no. C.
- F. Supervision of erection, installation and commissioning of equipment supplied by authorized entity/personnel of the bidder.
- G. Provision of any special tools & tackles required for erection, installation and commissioning shall be in the scope of the bidder.

H. Works Excluded

The following works are excluded from the tender's scope:

- i. Civil work, power drops etc. required during erection & commissioning
- ii. Provision of compressed air points near the point of use.
- iii. Provision of power supply near the point of use.
- iv. Skilled labour for erection, installation and commissioning.

ANNEXURE-IV

E. Price Bid Format

S.No	Equipment Coil Roll Stop Solution	Quantity (Package.) [A]	C&F, Nhava Sheva price per equipment (INR / USD / EURO) [B]	Amount (INR / USD / EURO) [C= AXB]
1	Complete set of “ COIL ROLL STOP SOLUTION ” inclusive of Supervision charges for erection, installation & commissioning as per Annexure III	01 Package*		
2	Freight to IP-Taloja [for domestic supplier]	For whole package	Lump Sum	
	Net Total Amount in Figures			
	Net Total Amount in words-			

***Package : for definition please refer Clause D of Annexure III**

All Statutory Levies / Taxes & Duties, etc – will be payable extra at actuals on applicable rates.

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 V

(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.

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. 0100LC0922 dtd 21.09.2017 (hereafter referred as "the said Tender") for **Design, Manufacturing, supply erection and installation & commissioning of “Coil Roll Stop Soution”** being No. _____ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached 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 manner 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.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only) _____ from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or 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) _____
6. Our guarantee shall remain in force and effect until _____ (set out the date of 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.
7. We, _____ (set out full name of the Bank) undertake not to 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 issue this 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.

Yours faithfully,

Dated:

ANNEXURE- VI

**Proforma of the Bank Guarantee
(Performance)**

Letter of Guarantee No: _____

Dated the day of: _____

THE GUARANTEE is executed at Mumbai on the _____ day of _____ by _____ (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns)

WHEREAS Balmer Lawrie & Co. Ltd., 5 J N Heredia Marg, Ballard Estate, Mumbai-400001, India, an existing Company within the meaning of the Companies Act, 1956 and having its Registered Office at 21 N. S. Road, Kolkata-700 001 (hereinafter referred to as "the Company") issued a Tender being No. 0100LC0922 dtd 21.09.2017 (hereinafter referred to as "the said Tender") for the **Design, Manufacturing, supply erection and Installation & commissioning of "Coil Roll Stop solution "** and pursuant thereto M/s. _____ (set out full name and address of the Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Contractor for the time being / his /its heirs executors administrators successors and assigns) (delete which are not applicable) has accepted the said Tender and filed its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance thereof an Order being No: _____ dated _____ (hereinafter referred to as "the said Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at their / his / its own costs and expenses a Bank Guarantee for Rs _____ (Rupees _____ only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Contractor under the Agreement dated the _____ day of _____ (hereinafter referred to as "the Agreement") entered into by and between the Company of the one part and the Contractor of the other part, the terms of the said Tender and the terms contained in the said order which expression shall include all amendments and / or modifications and / or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their / his / its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows:

- A. In consideration of the aforesaid premises at the request of the Contractor we _____ (set out the full name of the Bank) the Bankers of the Contractor hereby irrevocably and unconditionally guarantee that the Contractor shall perform fully and faithfully their / his / its contractual obligations under the Agreement dated the _____ day of _____ entered into by and between the Company of the one part and the Contractor of the other part the terms and conditions of the said Tender and the said Order.
- B. We _____ (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs _____ (Rupees _____ Only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement the said Tender and the said Order hereinbefore mentioned.
- C. This Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said tender and the said Order hereinbefore mentioned

and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs _____ (Rupees _____ Only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.

- D. We _____ (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of _____ months from the date of the satisfactory execution of the Contractor.
- E. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and /or the Company and / or the Contractor.
- F. We _____ (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
- G. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim / right under this Guarantee shall be forfeited and we _____, (set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
- H. This instrument shall be returned upon its expiry or settlement of claim(s), if any, thereunder.
- I. Notwithstanding anything contained hereinabove our total liabilities under this Guarantee shall not exceed a sum of Rs _____ (Rupees _____ Only) and unless a demand or claim in writing under this Guarantee reaches us on or before the day of _____ (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, _____ (set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
- J. We have power to issue this guarantee in your favour under our Memorandum and Article of Association and the undersigned has full power to execute this Guarantee under the Power of Attorney dated the _____ day of _____ granted to him by the Bank.

Place:
Date:

ANNEXURE-VII

CONDITIONS FOR ONLINE BID SUBMISSION

1. 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

Contact Person
1. Mr.Tittha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com
2. Mr.Tuhin Ghosh, Mob.08981165071 e.mail- tuhin.ghosh@c1india.com
3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- chikkavarapu.manisankar@c1india.com
4. Mr. Ravi Gaiwal,Mob.09619379192 e.mail- ravi.gaiwal@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Mr Amlan Gupta Landline-02266258188-Mob.9987499905- Email: gupta.amlan@Balmerlawrie.com

2. Mr Nayan Yadav Landline-02266258191-Mob.8879294183- Email: yadav.nd@balmerlawrie.com

2. Pre-Requisites before Login to System (Software requirements.)

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.

3. 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.

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.

SBU: Industrial Packaging

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.

4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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-IX

Code of Conduct for Balmer Lawrie & Co. Suppliers

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

The supplier declares herewith:

Legal compliance

- o to comply with the laws of the applicable legal system(s).

Prohibition of corruption and bribery

- o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

Respect for the basic human rights of employees

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual;
- o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

Prohibition of child labor

- o to employ no workers under the age of 18;

Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- o to provide training and ensure that employees are educated in health and safety issues;
- o to set up or use a reasonable occupational health & safety management system;

Environmental protection

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
- o to set up or use a reasonable environmental management system;

Supply chain

- o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.