

SBU - Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 -66258190/66258209 Fax No. 091 - 022- 66258200

#### **NOTICE INVITING TENDER**

# Tender No. 0100LE0938 dated 09.10.2017.

Due date of Tender: 23.10.2017 at 15:00 hrs. Opening of Price Bid: 23.10.2017 at 15:30 hrs.

On-line Single Bid offers are invited for "Manual Screen Printing job" on the MS barrel on labour charges basis for IP-Taloja for the period Nov'17 to Oct'18 (extendable for further 3 months with mutual consent). The tender document can be downloaded from www.balmerlawrie.com website

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

#### **Contact details**

Balmer Lawrie & Co.Ltd.	C1 India Pvt.Ltd.
SBU-Industrial Packaging,	603,Coral Classic,20 <sup>th</sup> Road,
5, J.N. Heredia Marg, Ballard Estate	Near Ambedkar Park,Chembur
Mumbai – 400 001.	Mumbai-400 071
Contact Persons:	Contact Person
1.Shri A S Das , Manager (SCM) 7600067189	Contact Person
Email ID: das.as@balmerlawrie.com	1. Mr.Tuhin Ghosh,Mob.08981165071
2.Shri N.V Balaji -Mob-8452912299, email	Email – tuhin.ghosh@c1india.com
ID: balaji.nv@balmerlawrie.com.	2. Mr. Tirtha Das, Mob 9163254290
15. balaji. II v @ bali ile ila wile. com.	Email - tirtha.das@c1india.com
	3. Mr. Ravi Gaiwal, Tel +9619379192
	Email - <u>ravi.gaiwal@c1india.com</u>
	4. Mr. Mani Sankar (Chennai)
	Mob 8939284159
	E-mail-chikkavarapu.manisankar@c1india.com

#### 1. Introduction

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

# A. Instructions for bidders

- 1. Please Refer to Annexure –II for detailed Technical Specifications/Scope of supply/Scope of Service
- 2. The tender is invited in Single Bid System. The tender document consists of <u>Price Bid.</u>
- **3**. 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"
- 4. Important points to be noted
  - 4.1 Due date for submission of bids **23.10.2017** at 15:00 hrs.

All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

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

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

The successful bidder will be the Supplier/Service Provider.

This document is the Tender.

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

- 5. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond As per Annexure---
- 6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

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

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

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

#### Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Supply and Vendor obligation	II
4	Special Terms and Conditions	III
5	General Terms and Conditions	IV
7	Price Bid	V
8	GST COMPLIANCES & VENDOR DETAILS	VI & VIA

**7.0** The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

#### 7.1 Late Bids

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

#### 7.2 Bid Validity

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

#### 7.3 Bid Rejection Criteria

A bid may be rejected if

i. The bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount.

- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure- VII and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

#### 7.4 Clarifications

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

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

**ANNEXURE-I** 

# **GENERAL INFORMATION**

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

#### **TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

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

# **Corrigendum to tender:**

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

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

#### Annexure -II

#### **SCOPE OF JOB / SUPPLY**

# Manual Screen printing job on finished MS Barrel.

Sr. No.	Description	Quantity (No.of
		Barrel)
1	One impression	7,50,000
2	Two Impression	2,00,000
3	Three Impression	70,000
4	Four Impression	10,000
5	Five Impression	2,000
6	Six Impression	2,500
7	ISI/ BL logo/Epoxy coated	
	impression	12,00,000

Note. Ink and consumables will be supplied by company. Vendor has to arrange for screen & screen frame as per customer requirement.

Vendor / Contractor should arrange the manual screen and art work as per customer requirement with close co-ordination with Sales Administration.

# Obligation of Vendor

- 1. Labour (Regulation & Abolition) Act. The Contractor shall be responsible of workmen's compensation, Insurance or any other liability. The Contractor/his workmen shall observe the Company's security procedure.
- 2. This is a job work contract and the successful contractor will be called by the company based on volume of work on daily basis.
- 3. Contractor will be liable for the welfare, payments, or any other compensation towards his workmen involved in the job, to be executed in company's premises. Company will pay the contractor / vendor based on the monthly bill duly certified / authenticated by company authorized staff / officer.

#### Annexure - III

#### **SPECIAL TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.

#### 2. **Purpose of Contract:**

To get manual screen printing done on finished MS Barrel.

- 3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
  - ii) Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Excise Duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.
- 4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
- **5. Period of Contract 01.11.2017 to 31.10.2018** (Extendable for further three months with mutual consent) or Completion of quantity whichever is later.
- 6. Tender Evaluation

The tender would be finalized on the basis of Composite Lowest Nett delivered Value (NDV) Annexure -V

- 7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
- 8. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.
- 9. Despatch Instructions Not applicable
- 10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such

unsatisfactory performance, from the security deposit (s) deposited by the successful bidder (s)

**ANNEXURE- IV** 

#### **GENERAL TERMS & CONDITIONS**

#### 1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

#### 2. Scope of Supply

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

#### 3. Reference for Documentation

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

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

# 5. Confirmation of Order

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

6. <u>Earnest Money Deposit</u>: Earnest Money Deposit (EMD) of Rs.20,000/- [Rs. Twenty Thousand only] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offers during validity period of the offer.
- b) Any unilateral revision made by the bidder during the validity period of offer.
- c) Non acceptance of Contract Order within the stipulated time.

- d) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- e) Non submission of Security Deposit.

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

- 7. Small Scale Units registered with National Small Industries Corporation Limited (NSIC / MSME), for item tendered are exempted from payment of Earnest Money Deposit.
- **8. Validity of Quotation**: The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.
- **9. Sub-Contracting**: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

#### 10. PAYMENT TERMS

Our payment terms are as follows:

Payment for the accepted material will be made within 30 days from the date of receipt of the material or bill whichever is later. Payments shall be made from the location of delivery or our Mumbai office at Ballard Estate.

#### 11. SECURITY DEPOSIT:

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

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

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

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

#### 12. RISK PURCHASE

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

#### 13. Award of Contract

The order will be placed on the L1 bidder only on Composite L1 basis.

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

#### 15. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably. If the dispute is not amicably resolved within a period of 30 (thirty) days from the date of receipt of such notice by a Party, the dispute shall be settled by reference to the following for resolving disputes:

Dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by C&MD, Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement. In case of an Indian Company the Arbitration shall be held by the relevant machinery of arbitration appointed by Government of India (Permanent Machinery of Arbitrator PMA) in the Department of Public Enterprises. Sole Arbitrator shall be appointed by BL.

#### 16. FORCE MAJEURE CLAUSE

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

#### 17. Relaxation of Tender Terms & Conditions

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

#### 18. Price

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order.

### 19. <u>Termination</u>

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

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

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

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

#### 20. 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;
- 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.

# a. 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.

#### b. 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.

# c. 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.

#### d. 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**

# a. 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.

#### b. 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**

## a. 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.

# b. Spills

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

#### c. 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.

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

Annexure – V

# PRICE BID DOCUMENT.

Sr.No.	Description	Quantity	Rate
		(Est Qty of	(Rs./Barrel)
		Barrel)	
1	Barrel with One Impression	7,50,000	
2	Barrel with Two Impression	2,00,000	
3	Barrel with Three Impression	70,000	
4	Barrel with Four Impression	10,000	
5	Barrel with Five Impression	2,000	
6	Barrel with Six Impression	2,500	
7	ISI/ BL logo/Epoxy coated		
	impression	12,00,000	
	Total Value		
	GST		
	GRAND TOTAL		
	[IN WORDS]	1	1

Signature of the bidder :		
Name of the Company :		
Stamp :		
Date :		

# ANNEXURE- VI

(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit – 5% of order value)

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 dated
Job on M.S Barrel" and in pursuance thereto an Order being Nodated (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.

**Annexure-VI** 

Yours faithfully,

Dated:

# A. **GST Compliances**

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

# ANNEXURE-VIA

# **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.	
21 22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	165 / 110
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From - To	