



SBU - Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258190/66258209
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NOTICE INVITING FOR PUBLIC TENDER

Public Tender No. 0100PC0949 dated 10.11.2017

Due date of Tender : 29.11.2017 at 15:00hrs.
Opening of Price Bid: 29.11.2017 at 15:30 hrs.

Two Bid E-tender is invited for Design, fabricate, supply, Installation and Commissioning of **Vertical Spray Degreasing System** at Silvassa. The tender document can be downloaded from <https://balmerlawrie.eproc.in> website

Contact details

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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 conforms to Safety, Health and environment norms.

A. Instructions for bidders

1. **Please Refer to Annexure – I for Pre-Qualification Criterion & Annexure II for detailed Technical Specifications.**
2. Address of BL- Silvassa Plant : 23/1/1, Surangi Road , Khadoli, Silvassa- 396230.
3. All paper documents, EMD D/D etc. related to the Tender are to be sent at the following address :
BALAMER LAWRIE & CO LTD. SCM-MUMBAI,
5 J N Herdia Marg, Ballard Estate, Mumbai- 400001.

3. Important points to be noted

- | | |
|-------------------------------------|--------------------------|
| 4.1 Due date for submission of bids | 29.11.2017 at 15:00 hrs. |
| 4.2 Pre-Qualification Bid opening | 29.11.2017 at 15:30 hrs. |

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

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

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

The successful bidder will be the Supplier.

The material to be supplied to our Silvassa Plant at Survey no 23/1/1, Khadoli Village, Khadoli , Silvassa- 396230, UT of Dadra & Nagar Haveli

This document is the Tender.

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

5. Bid Security – As per Annexure- IV

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.4

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	Pre-Qualification Criteria & General Information	I
2	Scope of Contract	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Vendors Obligation & Code of Conduct	V
6	Price Bid	VI
7	GST Compliance & Vendor Details	VII & VIIA
8	On Line Bid Submission	VIII
9.	BL Bank Details for RTGS / Fund Transfer	IX
10	Proforma For Bank Guarantee	X

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

7.1 EMD : Submission of EMD amount of Rs. 25,000.00 (Rupees Twenty five Thousand only) in the form of Demand Draft from any scheduled bank in favour of BALMER LAWRIE & CO LTD, payable at Mumbai or through NEFT/ RTGS .

7.2 Late Bids

Any bid to be submitted after the submission deadline will be rejected by the system.

7.3 Bid Validity

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

7.4 Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

- iii. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- X 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.

7.5 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*)

7.6 MSE Bidders

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

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

Corrigendum to tender:

7.7 Corrigendum

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

ANNEXURE-I

PREQUALIFICATION CRITERION for Bidders

1. Average Annual Turn over of the Bidders for last 3 financial year should not be less than Rs.25 Lakhs (CA Certificates are required to be produced).
2. The bidder should possess Minimum 3 years of experience in this trade (Trade License in the name of bidder or other relevant authentic documents for this period or before shall be accepted).
3. Executed Highest Value of Contract not less than Rs.10 Lakhs OR 2 orders of value Rs.6.00 lakhs each in any of the year in last three financial years(Purchase order copy to be submitted).
4. GST Registration No. (GST Acknowledgement copy to be attached).
5. Schematic drawings for the subject Degreasing System to be submitted(in A4 paper size, computer printout is preferred).
6. Submission of EMD Demand Draft of Rs.25,000.00 from any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd., payable at MUMBAI / Fund Transfer Bank details for the equivalent amount (Photo copy of D/D or UTR No. for Fund Transfer).
The hard copies for above criterion should be put in a sealed envelope subscribing PREQUALIFICATION CRITERION along with the Tender No. and should reach at our Mumbai office before opening of the tender. Failure of which would result as rejection of participation for the particular bidder.

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.

Pre-Qualification & Price Bid has to be uploaded online and supporting documents would be submitted in sealed envelop superscribing "Tender No. and Date" and mentioning Pre-Qualification Bid, to reach our Mumbai office on or before due date.

ANNEXURE-II

SCOPE OF CONTRACT

VERTICAL SPRAY DEGREASING SYSTEM

Design, fabrication, supply, Erection and commissioning of spray degreasing system for MS barrels/Shells. Job also involves dismantling, removing, packing and stacking at pre designated place of existing spray degreasing system along with chain conveyor up to the end of Pre-heating oven in Lacquer Line at IP-Silvassa

DESCRIPTION

1] Design, fabrication, supply, Erection and commissioning of spray degreasing system for vertically conveyed 210 liters capacity Mild Steel drums and drum shell. Capacity of degreasing should be minimum 360 nos./hr. System is comprising with four stage degreasing, water rinsing and passivation. Total Length of degreasing system including all four stages is 12 meter. Job also involves dismantling, removing, packing and stacking at pre designated place of existing spray degreasing system along with chain conveyor up to the end of Pre-heating oven in Lacquer Line at IP-Silvassa

Design and detail drawing of new system shall be provided to the bidder.

Dimension of Barrel :

Dia of shell / drum : 600 mm approx..
Height : 900 mm approx.
Weight range : 16 kg to 25 kg each

DESIGN DETAIL

1] **Tunnel:-**

- (a) Top and side 2.00 mm thick MS Panels. Top and side panels to be properly bolted with the structure. There must be proper sealing to avoid leakage.
- (b) Bottom side 3.12. mm thick MS sheet reinforced with 75 X 40 X 5 MS channel
- (c) Total length of tunnel has to be provided with four numbers inspection window with see through Toughened glass 5 mm thk – three nos. each side. Total six
- (d) Bottom Pan should have sufficient slope for drain of degreasing chemical to the tank.
- (e) Maintenance doors should be of full size with removable/portable type (clamp fitting) arrangement.

2] **Tank :-** MS sheet of 5 mm thick, reinforced with MS Angle & channel to the outer casing with proper drain with valve for cleaning purpose. Over flow & primary filtration within the tank. Tanks should be placed bellow the tunnel protruding 1/3 portion outside for easy maintenance & space saving.

- 3] **Pumps :-** Monobloc pumps as per following specifications.
- A) Monobloc Pump – Three nos.
Capacity – 7.5 HP
Inlet Pipe dia. 4”
Outlet pipe dia. 3”
- B) Monobloc Pump – One no.
Capacity – 5 HP
Inlet Pipe dia. 3”
Outlet pipe dia. 2.5
- 4] **Piping:-** Inside chamber UPVC pipe fitting with suitable supports. Outside chamber MS pipes of suitable dimension as per design (All pipes should be C class). Suitable valves have to be provided in pipe line and before and after pumps
- Baffle plate or suitable system before pump suction should be provided to eliminate formation of vortices in pump suction.
 - The suction side of the pumps should have a straight run of pipe equivalent to 7-10 times the diameter of the pipe, between eccentric suction reducer and first obstruction e.g in line ball valve or end of long bend, whichever comes later.
 - The pipe diameter on both inlet and outlet should be at least one size larger than pump suction & delivery flange. On the suction side, an eccentric reducer to decrease the size of pipe from suction line to inlet of pump should be provided.
 - Suitable glycerin filled pressure gauges should be provided on the delivery line of each pump for monitoring of system pressure.
 - The suction line of pumps should be made of GI material of heavy duty class. All the bends should be long bends”. Inclusion of Short bends should be avoided to the maximum possible extent.
 - Water Rinse 1 & 2 should have cascading type arrangement, for economizing the water consumption. Both the water rinse stations should be located inside a single tunnel / chamber, separated from each other by suitable partitions, but should be provided with separate tanks & pump/pipe line.
- 5] **Nozzles:-** Spray nozzles 10/12 LPM @ 1.5/2 b (Spray-tech or equivalent make)
TYPE:- Full Solid cone “Clip on” type design, with headers and risers made of UPVC /CPVC material as per requirement.

6] **Conveyor:-** 63.5 mm pitch crate chain conveyor. Conveyor length has to cover degreasing entry to water drying oven exit. There will be one single conveyor for vertical degreasing and water drying oven. The approximate length of conveyor is 29 meter. Conveyor should have proper drive and driven unit with conveyor chain tightening arrangement on non-drive end. Drive unit with Greaves/Redicon gear box and motor. Conveyor should have suitable VFD for variable speed requirement.

7] **Electrical :-** Control Panel should be well equipped as follows

- RYB Indicator with V/A meter
- Main ON/OFF switch
- DO starters for all pumps and motors with (ONN/OFF/TRIP) indicator.
- VFD for conveyor Drive
- Emergency stop at entry side of system.

Control Panel MS fabricated Powder coated Mounted on stand.

8] **Finish** All the MS components of Tunnel, tanks and structure, like channels, Angles etc. should be cleaned with 3/1 & coated with chlorinated rubber primer paint before dispatch. Final finish coat at site is to be done after commissioning. (Synchronization with existing input line to be considered during hand over)

Note: All interested vendors should visit the site to understand the scope of work & collect the details for design and dimensions of the suitable degreasing system.

BL Scope of Job-

1. Providing Electrical Connections.
2. Providing necessary civil work if required.
3. Unloading of material at IP-Silvassa.

a) All interested vendors should visit the site for understanding of the job before submission of offer.

b) Tools and Tackles, gas cutter, welding machine, gas cylinders, consumables, welding rods etc. required for the job to be arranged by Vendor.

c) Vendor will have to take all necessary safety measures while carrying out the job

Delivery Period – Within 120 days from date of receipt of PO.

Dismantling of existing system &Erection & Commissioning of new system – Within 15 days from date of site clearance by BL

Payment terms – 40% advance against bank guarantee along with purchase order.25% along with taxes & other charges after delivery of material at Silvassa plant. 30% after erection & commissioning. 5% will be kept as retention money for a period of 6 months towards performance of the system. In case successful bidder seeking the above payment then the above retention amount shall be payable only against Bank Guarantee (B.G) in company's prescribed format valid for the above period.

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:**
This contract is for Supply as per Annexure-II
3. Bidder should quote **ON LINE in the Price Bid format**. Quotation should contain all the elements such as Basic rate and GST , as per pricing format, 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.

The Contractor has to visit the site of work prior to quote their rates on each item.

- a. Site will be cleaned by the vendors after every day's work to the entire satisfaction of the Authority.
- b. All kind of tools and tackels, safety materials required for the work shall be arranged and used by the contractor at their own cost.
- c. Removing of broken damage existing asbestos sheet, accumulating the same properly and removing of debris etc. along with cost of labour & freight to be arranged by the contractor and to be inclusive of tender rate.
- d. All materials supplied by the contractor shall be of best approved quality / brand as per IS code and as specified prior to use in the work.
- e. **Contractor has to ensure proper netting arrangement below the roof as safety prior starting of the job and only after complete approval of the same job of removal / fixing of new sheet to be initiated. Cost of the same to be incorporated in the price of the dismantling portion of the price bid.**

4. **Completion period**

Delivery of Materials : Within 120 days from date of receipt of PO.

Dismantling of existing system & Erection & Commissioning of new system – Within 15 days from date of site clearance by BL

6. **Tender Evaluation**

The tender would be finalized on the basis of Composite Lowest Nett delivered price (NDP) Annexure -VI.

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.
In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.
Negotiations, if held will be only with the lowest bidder.
9. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.
10. **Packing & Marking**
The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. All protrusions shall be suitably protected. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.
11. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.

ANNEXURE-IV

GENERAL TERMS & CONDITIONS

1. Reference for Documentation
Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.
1. Confirmation of Order
The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions.
2. 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.
4. **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.
5. **PAYMENT TERMS**
40% advance payment against bank guarantee will be released on acceptance of purchase order. 25% of payment will be released along with full GST after delivery of material at Silvassa plant. 30% of payment will be released after successful erection & commissioning. 5% will be kept as retention money for a period of 6 months after commissioning towards performance guarantee of the system.
6. **SECURITY DEPOSIT:**
The successful bidder shall have to submit D/D or Bank Guarantee for an amount of Rs.2,50,000.00 (Rupees Two Lac Fifty thousand only) as **Security Deposit within 10 days on** receipt of LOI / PO from BL for subject contract.
 - The Security Deposit will not bear any interest.
 - Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be retained by BL for one year after successful completion of the contract.
7. **RISK PURCHASE**

In case delivery of material /service 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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

8. 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

9. 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 COO (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.

10. 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.

11. Liquidated damages

Contractor shall be liable to pay liquidated damages for failure of jobs within time frame as per P.O. Contractor shall be liable to pay pre-determined liquidated damages @ 0.5% of P.O. value per week or part thereof subject to a maximum of 5.0%. If any damage is caused to the property and / or machinery [including its any part] of Balmer Lawrie & Co. Ltd. [BL], directly and / or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and / or machinery.

12. Price

The rate should be quoted through ON LINE only. 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.

- 13. Statutory Liabilities :** The successful vendor should have to follow all Statutory liabilities while engaging his work force in side the BL's premises.

Care shall be taken to provide and maintain the following **safety measures and statutory safety rules** and Acts in force **by contractor**. Proper safety precautions and measures to be taken care of on the principle of "**Safety comes first**" during the entire contract period. The **contractor shall be bound to bear** the cost of safety equipments (like gloves, protection-goggles, helmet, safety belts)

and any claim or compensation for the accidents, injury and death arising out of negligence on their part to ensure such safety measures including the expenditure for defense legal proceedings.

14. HSE Code & Practices:

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:

- Confined spaces are kept identified and marked by a sign near the entrance(s).
- Adequate ventilation is provided
- Adequate emergency provisions are in place
- Appropriate air monitoring is performed to ensure oxygen is above 20%.
- Persons are provided with Confined Space training
- 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:

- 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);
- Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- 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:

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

Scaffolding

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

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

Stairways and Ladders

- Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
- Fabricated ladders are prohibited.
- Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- Ladders will be lowered and securely stored at the end of each workday.
- Ladders shall be maintained free of oil, grease and other slipping hazards
- 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.
- 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:

- 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.
- Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- 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.

15. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/ HEALTH/ ENVIRONMENT NORMS, RULES & REGULATIONS

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

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 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 Security Deposit will be forfeited.

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

VENDORS OBLIGATION

1. GENERAL OBLIGATIONS:

The works as completed by the Vendor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The works shall include any work, which is necessary to satisfy M/s.Balmer Lawrie's requirements. Vendors proposal and schedules, or is implied by the Contract, or arises from any obligation of the Vendor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient use of the material.

2. INSPECTION :

M/s.Balmer Lawrie and its Representative shall inspect the material supplied before acceptance of the material.

3. REJECTION.

If, as a result of inspection, examination or testing, M/s.Balmer Lawrie's Representative decides that any material is defective or otherwise not in accordance with the contract, M/s.Balmer Lawrie's Representative may reject such material and shall notify the Vendor promptly, stating his reasons. The Vendor shall then promptly remove the rejected item and replace with fresh material at his own cost.

4. PERFORMANCE GUARANTEE : Any defect found in connection with the supplied material and workmanship within one year from the date of completion of contract , the vendor is liable to rectify free of cost.

VENDORS CODE OF CONDUCT

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.

ANNEXURE- VI

SAMPLE PRICE BID

<i>SNo. Description of Item</i>	Est.Qty.	Rate[Rs]	GST %	Total Amount Rs.
1. Design, Manufacture and Supply of Spray Degreasing System Unit as detailed under Technical Specification and Nature of Work in Annexure II	ONE UNIT			
2. Erection and Commissioning charges inclusive of Dismantling of existing unit, Installation, Commissioning of new unit and Synchronization with existing input line	Lump Sum			
Cumulative Nett Delivered Cost Rs. [S. No. 1 + 2]				

Note: Price must be quoted as per online format at <https://balmerlawrie.eproc.in> . The format given below is for bid preparation & understanding purpose only.

1. Rates should be inclusive of Freight , Loading charges etc.
2. Supply of electricity and non RO water will be BL's scope of supply free of any cost.

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-VII

A. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIIA 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-VIIA

B. DETAILS OF VENDOR

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

ANNEXURE-VIII

H. 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

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri A.S.Das , Mob.07600067189 Land Line No.022 66258215 e.mail: das.as@balmerlawrie.com 2.Shri P N Angira, Mob.8511149833 e.mail:angira.pn@balmerlawrie.com	Contact Person 1.Mr. Sachin Toraskar, Land No 022 66865610 Email - sachin.toraskar@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4. Mr. CH.Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

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

Minimum System Requirements:

- Pentium III or Later Processor

- Minimum of 128 MB of RAM

- Minimum 1 USB port (If Certificate is in USB Token)

- DSC Dongle driver should be installed before logging in

- Reliable Internet Connectivity

- Certificate with full chain

- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environment is installed on your machine or not.

2. 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.

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

G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	L. Vendor's e mail id	

ANNEXURE-X

**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. ----- dated ----- (hereinafter referred as “the said Tender”) for the Supply of “Special Type Rubber Gaskets” and in pursuance thereto an Order 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 all 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