



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

www.balmerlawrie.com

SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258208 /66258215  
Fax No. 091 - 022– 66258200

**NOTICE INVITING TENDER**

**Tender No. 0100LM0961 dated 24.11.2017**

**Due date of Tender: 04.12.2017 at 15.00 hrs.**  
**Opening of Price Bid: 04.12.2017 at 15.30 hrs.**

Online Two Bid e-Tender is invited for “Supply & Commissioning of 5 MT Diesel Operated Forklift – 2 Nos. as per technical specifications provided in Annexure II at our upcoming Vadoara plant located within 50km radius from Vadodara Railway Station” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.>

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

**Contact details**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> <b>603,Coral Classic,20<sup>th</sup> Road,</b> <b>Near Ambedkar Park,Chembur</b> <b>Mumbai-400 071</b>
<b>Contact Persons:</b> 1.Shri A.S. Das,Mob.07600067189 Land Line No.022 66258190 e.mail:das.as@balmerlawrie.com  2. Shri P.B Pawar, Mob.9867290068 Land Line - 022 24137515-133 e.mail : pawar.pb@balmerlawrie.com	<b>Contact Person</b> 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

## Introduction

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

### A. Instructions for bidders

Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from experienced parties who meet the Pre-Qualification criteria for providing "Design, manufacture & Supply of Lacquer Baking Oven for Shell & Lid baking including shell & Lid conveying mechanism with automatic entry & exit conveyors for internally coated M S Shells & Lids of 210 ltr capacity drums having output capacity of 300 shells per hour & 600 lids per hour as per technical specifications provided in Annexure II & erection & commissioning of the same at our upcoming Vadodara plant located within 50km radius from Vadodara Railway Station" as per detailed Scope of Work contained in Annexure II of this tender.

**Please Refer to Annexure –II for detailed Scope of supply/work.**

The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid.**

All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.

Important points to be noted

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| <p>5.1 Due date for online bid submission 04.12.2017 at 15:00 hrs</p> <p>5.2 Online Pre-Qualification / Technical Bid opening 04.12.2017 at 15:30 hrs.</p> |
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All Bids are to be completed and returned in accordance with tender requirements within the tender due date 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.**
- **This document is the Tender.**
- **The Acceptance of the Order by the successful bidder will form the contract.**

Bid Security /Earnest Money Deposit(EMD) – 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 :- Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item.**

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 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 contract.

### **Pre-Qualification / Technical Criteria**

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

Bidders may kindly refer to Annexure I for list of documents required to be submitted against Pre-Qualification/Technical criteria.

Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation. **Pre-qualification criterion may be relaxed at the sole discretion of the company**

### **Corrigendum to tender:**

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

### **Format of Tender Document**

Tender Documents consist of:

- A. *Instruction for bidders*
- B. *Annexure I - Prequalification / Technical Bid.*
- C. *Special Terms & Conditions*
- D. *General Terms & Conditions*
- E. *Annexure II – Scope of work*
- F. *Annexure III – Price Bid.*
- G. *Annexure IV – Draft (Format for “Bank Guarantee’s”)*
- H. *Annexure V - Conditions for Online Bid submission*
- I. *Annexure VI – GST compliance undertaking*
- J. *Annexure VII – Details of Bidder*

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.

### **1. Late Bids**

No bidding is admissible in the E. Proc platform after the bid closing date.

## **2. Bid Validity**

The offer shall remain valid for a period of three months from the date of opening of the Price Bid which will be normally two weeks from opening of Technical Bid.

## **3. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. 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-VIII 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.

## **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*)

## **5. Opening of Price Bid**

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

## **6. Complete Scope of Work/supply**

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

## **7. Tender Documents and Deviations**

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

## **8. Preparation and submission of Tender Documents**

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

### **a. Pre-Qualification / Technical Bid**

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I. 2. Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation. Pre-qualification criterion may be relaxed at the sole discretion of the company

### **b. Price Bid (Annexure III is Price Bid)**

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of supply {all inclusive}.

**Price bid should be filled as per the online Price Bid format provided.**

**c. 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.**

**B. Pre – Qualification / Technical Criteria**

**Annexure I**

<i>PRE QUALIFYING CRITERIA CLAUSE</i>	DOCUMENT TO BE SUBMITTED
A. The bidder should be a reputed manufacturer of 5 MT Diesel Operated Forklift. The bidder should have good credentials by way of past supplies of equipment listed in the tender to MNCs or Public Ltd Cos or Public Sector Undertakings.	Self Certification with details.
B. The bidder should have a minimum experience of 10 years in Diesel Operated Forklift manufacturing equipment as tendered.	Copy of Incorporation / Trade License/ Factory Licence/ Relevant Document
C. The bidder should have an in-house Design department.	Self Certification with details of number of qualified designers / software being used
D. The bidder should have supplied a minimum of 10 no's Diesel Operated Forklift of 5 MT and above as tendered within the past 5 years, to reputed processor / manufacturer/ new steel drum manufacturers.	Copy of unpriced Purchase Order/Certificate from buyers
E. The bidder should have executed at least one Order with a single order value of Rs.10 Lacs or more in the past 5 years for the tendered item.	Copy of Purchase Order or Independent Auditors certification
F. The average annual turnover of the bidder based on the past three financial years should be at least INR 10 Crore	Audited or published Annual Reports or Chartered Accountant's Certification
G. The bidder should have valid GST Registration	Copy of GST Registration No.
H. Company Brochure.	Company Brochure
I. The bidder should have after sales service facility / set up within 200 Km radius of Baroda, State - Gujarat.	Please provide Service Centre address
J. Earnest Money Deposit [EMD]	DD/PO/Proof of Bank Transfer towards Earnest Money Deposit
K. Undertaking of compliance of Technical Specification	Annexure II to be signed & stamped on all pages denoting acceptance of all technical specifications, etc. contained therein.

### C. SPECIAL TERMS & CONDITIONS

#### **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 INR 15,000.00(Rupees Fifteen Thousand only).

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

- a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED.
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.
- c. EMD will carry no interest.
- d. 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.
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

#### **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.

#### **Security Deposit (SD)**

Security Deposit amount of 5% of the basic order value OR Rs. 1,50,000/- (One Lac Fifty Thousand only) whichever is higher 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 or Bank Guarantee **valid for 10 months** in BL's format (**Annexure IV**) only.

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

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

The Security Deposit will not bear any interest.

- a) Security Deposit is liable for forfeiture, if –
- b) Successful bidder fails to provide service as per tendered job during the contract period.
- c) Successful bidder violates the tender condition.
- d) Security Deposit will be refunded only after successful completion of the contract.
- e) If the performance of the bidder is found to be unsatisfactory.
- f) The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.
- g) **Payment of services rendered made will be released only after receipt of Security Deposit.**

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

**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

**Validity of the Offer:**

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

**Payment Terms:**

Our payment terms are as follows:

40% of total order value- advance against submission of bank guarantee within 10 days after acceptance of purchase order & 50% of the total order value within 15 days after delivery of material & successful commissioning at our Vadodara site.

OR

90% of the total order value - Along with applicable taxes after delivery and successful commissioning at our Vadodara site & submission of bill within 15 days from Mumbai.

10% of the total order value - will be retained as performance guarantee & will be released after 12 months from date of commissioning. Or can be released within 15 days after commissioning & submission of performance bank guarantee of equivalent amount, valid for 13 months from the date of commissioning.

All the bills to be duly certified by the concerned BL officer in charge before payment is released.

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

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

**Validity of the Contract:**

The Contract if any awarded against this tender will be valid for approximately 6 **months from date of award of contract**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later.

**Delivery/Job Completion Period:**

- Supply of "5 MT Diesel Operated Forklift" within 10 weeks from receiving PO (Purchase Order)/WO(Work Order)/LOI (Letter of Intent) from BL & advance if applicable.
- Commissioning of supplied machines within 2 weeks after site clearance from BL at Vadodara.

**LIQUIDATED DAMAGE (LD):**

In case, the successful bidder fails to supply and execute services within the stipulated period as per the Purchase Order, Liquidated Damages will be imposed @ 0.50% of the Total Purchase Order Value, per completed week up to a maximum of 5% of the total Purchase Order value



**Cost Break – up:**

The successful bidder, on award of the contract, would have to provide us the cost break – up for major components and sub- assemblies as percentage of the total cost of the equipment in a separate work sheet for the tendered item.

**Testing & Inspection:**

The “5 MT FORKLIFT’S” shall function to such capacities and / or outputs as defined in the specifications and shall meet the specifications prescribed in the Technical specification The bidder shall carry out all the relevant test, adjustments and inspection before dispatch of the machines. The bidder shall inform BL of their state of readiness to carry out the test prior to dispatch to enable BL to plan & organize for the Inspection & Testing if required.

The bidder’s responsibility shall also not in any way be reduced or discharged because BL or BL’s representative(s) or Inspector(s) shall have examined or commented on the bidder’s drawings or specifications or shall have witnessed the tests or shall have stamped or approved or certified any Material(s).

**Packing & Marking:**

The Equipment should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. Fragile items should be packed with special packing materials depending on the type of material. All protrusions shall be suitably protected. The successful bidder shall be held liable for all damages or breakages to the Machine(s)/Equipment(s) due to defective or insufficient packing.

All packages should be marked for easy identification

**Despatch Instructions:**

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior inspection testing and release notes/Materials Acceptance certificates issued by inspectors/BL.

The goods shall be consigned in the name of consignee viz

Sr Manager - Manufacturing

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging

Baroda, State- Gujarat

[Location within 50 km radius from Baroda]

**Training on Operation and Maintenance:**

The bidder shall depute its engineer(s) to the project site in Baroda after delivery. The engineer(s) will train our technician(s) on operation and routine maintenance of the machine.

**Guarantee/ Warranty:**

The manufacturer / supplier / bidder shall provide in writing necessary guarantee /warranty that the equipment designed, 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 machine. In the event of any deviation / non-performance as per technical specification , the successful bidder will ensure repairing of the equipment / defective part(s) failing which will give free replacement with new machines or defective parts or adjust the proportionate claim from the 10% retention money/Performance Guarantee.

**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.

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).

## **D. GENERAL TERMS AND CONDITIONS**

### **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.**

### **Scope of Supply**

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

### **Reference for Documentation**

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

### **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

### **Payment Terms**

The terms of payment are as mentioned in Special Terms & Conditions under Clause "Payment Terms".

### **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.

### **Delays**

#### **Delay in Bidding**

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

Bidder needs to ensure that both the Technical/Pre-Qualification as well as Price bids are submitted on or before the Tender closing date and time. Failure to submit either of the two (i.e. Technical/Pre-Qualification as well as Price bid) shall call for immediate disqualification and the Technical/Pre-Qualification bid will not be considered for further evaluation

#### **Delay in Delivery/Completion of the job**

The bidder shall try to complete the delivery/complete the job as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions under Clause "Delivery/Job Completion Period".

#### **Delay due to Force Majeure**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or

acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such nonperformance 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.

### **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.

### **Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

### **Termination**

Without prejudice to BL's 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 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 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

### **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.

### **Safety 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.

## **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.

### **Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

### **Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors**

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.

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

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

**Annexure-II**

**E. SCOPE OF SUPPLY**

Sr No	Parameters	Details
1	Type of Forklift required	Diesel operated
2	Capacity, Kg	5000 Kgs
3	Lift height Required, mm	4000 mm approx.
4	Product / Load Handled	Stack of MS Sheets / Cartons/ Boxes/ Pallets/ Cages filled with Steel circles
5	Container application envisaged	Yes

**TECHNICAL SPECIFICATIONS:**

<b>Model</b>	To be specified by the vendor
<b>Quantity Required</b>	02 Unit
<b>Rated Capacity</b>	5000 Kg at 600mm Load centre
<b>Capacity</b>	5000 Kg at 600mm Load centre at Ground Level & Up to 4240 mm Lift Height without attachments.
<b>Mast</b>	Three stage mast
	Overall Mast Height : 2000 mm approx.
	Maximum Fork Height : 4000 mm approx.
	Free Fork Height : 1300 MM approx.
	Overall Extended Mast Height with Load Back Rest (LBR) : 5600 mm approx.
	Tilt angle (Forward/Backward) : 5/10 Deg.
<b>Major Dimensions</b>	Length to Face of forks :3500 mm approx.
	Overall width : 1800 mm approx.
	Turning Radius : 3000 mm approx.
	Canopy Height : 2300 mm approx.
<b>Forks</b>	Length x Width x Thickness : 1220 x 150 x 65 mm approx.
	Fork Spread : 360- 1510 mm approx.
<b>Performance</b>	Travelling Speed : LADEN/ UNLADEN 18/19 KMPH approx.
	Hoisting Speed : LADEN/UNLADEN 450/500 mm/s approx.
	Lowering Speed : LADEN/UNLADEN 500/320 MM/S approx.
	Gradability : LADEN/UNLADEN 13/15 %
<b>Engine</b>	Bharat III standard compliant Indigenous Engine , Kirloskar Oil Engines/ 4R 1040 cylinder, with 12V electrical System or of Superior model
<b>Transmission</b>	Fluid Coupling(FC)
<b>Steering</b>	Hydrostatic Power.

<b>Tyres</b>	Solid. Front – 4 nos. / Rear – 2nos.
<b>Standard Accessories</b>	<ul style="list-style-type: none"><li>● Pair of 1220mm long forks.</li><li>● Set of Lights (2-Front / 2-Rear)</li><li>● Signal Lights (2- Front/2-Rear)</li><li>● Load Back Rest</li><li>● Reverse Alarm</li><li>● Seat Belt</li><li>● Tow Coupler</li><li>● Tool Kit</li><li>● Cloth Tarpaulin</li><li>● Vertical Exhaust</li><li>● Overhead Guard</li></ul>
<b>Additional Accessories</b>	Water Muffler to absorb carbon mono oxide (CO) from exhaust. Qty. 2 Nos.

**Load Test Certificate must be provided by the manufacturer.**

**ANNEXURE - III**

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

Sl No	Description	QTY	UOM	Rate [Rs./Unit]	Value [Rs.]	GST %	GST Value
1	Supply & Commissioning of – 5 MT Capacity Fork Lift Truck With Standard Accessories and Additional Accessories as per the Technical specification as per Annexure-II	2	Nos.				
	Packing & Forwarding Charges	LS					
	FREIGHT [IF ANY]	LS					
	Other Charges [If any]	LS					
	Total (1)				A		B

**The tender would be finalized on the basis of Composite Lowest Nett landed price (NLP).**

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

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

G.

(To be provided by successful bidder only)

GUARANTEE AGAINST ADVANCE PAYMENT  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS UNDERTAKING made this .....day of ..... by ..... (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) in favour of BALMER LAWRIE & CO. LTD. , 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001 an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company").

WHEREAS Messrs/Mr. .... (set out the full name, address and constitution of the Contractor) (hereinafter referred to as "the Contractor" which expression shall include their/his/its heirs, executors, administrators, representatives, successors and assigns) has been awarded a contract by the Company in terms, inter-alia, of the Company's Letter of Acceptance and/or Order No. .... dated ..... for ..... (set out the purpose) at a total value of Rs..... (Rupees ..... only) (hereinafter referred to as "the said Contract" which terms or expression shall include any further formal contract/agreement entered into by the Company with the Contractor at any time subsequent thereto or in suppression thereof and all modifications to and amendments in the Contracts).

AND WHEREAS the Company agreed to lend and advance (hereinafter referred to as "the said Advance") to the Contractor, at the request of the Contractor a sum of Rs.....(Rupees ..... Only ) for utilisation in the performance of the work covered by the said contract the terms and conditions to be mutually agreed upon (hereinafter referred to as "the Lending Agreement") on production of an irrevocable undertaking from a Bank to reimburse the Company the said sum of Rs..... (Rupees ..... only) with interest, if any, by deduction from the gross accepted value of the Running Account Bill and Final Bill of the Contractor commencing with the first Running Account Bill.

NOW, THEREFORE, in consideration of the premises aforesaid the Bank hereby irrevocably and unconditionally undertakes to pay to the Company at ..... (place of payment) forthwith on first demand, from the Company with protest or demur or proof or condition any and all amounts demanded by the Company in writing from the Bank with reference to this undertaking upto an aggregate limit of Rs..... (Rupees ..... only).

AND the Bank doth hereby further agree as follows:

The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and/or from time to time to vary the said contract and/or any of the terms and conditions thereof or of the said Advance and/or to extend time for performance of the said contract and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or power

exercisable by the Company against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, if any, or any of them available to the Company and/or to initiate any proceeding against the Contractor in connection with any matter including the proceeding for realisation of the

Company's dues and the Bank shall not be released from the under these presents and liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any forbearance, or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof).

ii) As between the Bank and the Company for the purpose of this undertaking the amount claimed or demanded by the Company from the Bank with reference to this undertaking shall be final and binding upon the Bank as to the amount payable by the Bank to the Company hereunder.

iii) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank and/or the Bank and the Company or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.

iv) Irrespective of any dispute between the M/s. .... And the Company, the operation of this guarantee shall not be stopped for any reason and this guarantee is being issued by the bank on condition that M/s. .... Shall always ensure that the operation of this bank guarantee is no subjected to any Stay by Law.

v) This undertaking shall not be affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise or borrowing powers by or on behalf of the Contractor.

vi) This undertaking shall be valid for all claims/demands made by the Company to or upon the Bank upto the ..... day of ..... 2004 provided that the Bank shall upon the written request of the Company extend this guarantee by a further period of six months.

vii) The Bank doth hereby declare that Shri ..... who is the ..... (Designation) the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,  
For .....

Name .....  
Designation .....

Dated .....

BANK GUARANTEE AGAINST PERFORMANCE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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 – 400 001, India, an  
existing company within the meaning of the Companies Act, 1956 and having its Registered Office at  
21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender  
being No.            dated            (hereinafter referred to as "the said Tender") for (set out  
purpose of the job) 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 field 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/or variation thereto.

AND WHEREAS the quotation of the Contractor has 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 22ulfilment 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 :

H. 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 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.

2. 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 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.

3. The 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.

4. 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 Contract.

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.

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.

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.

This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

Notwithstanding anything contained hereinbefore 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 date 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.



*Balmer Lawrie & Co. Ltd.*  
*SBU: Industrial Packaging*

*Tender No. 0100LM0961 dated 24.11.2017*

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.  
Barrel Division,  
149, Jackeria Bunder Road,  
Sewree (W),  
MUMBAI – 400 015.  
India.

Dear Sir,

That Messrs/Mr. ....(set out full name and address 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 work ..... (set out the purpose of the job) and in pursuance thereto an Order being No. .... dated ..... (hereinafter to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... 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 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) have agreed to give such guarantee in the manner following :

We, ..... (set out full name of the Bank), hereby undertake 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 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 of Rs..... (Rupees ..... 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 hereunder to adopt any mode for realisation 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..... (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 affected 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. .... (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 thereunder.

We , ..... (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

We, ..... (set out full name of the Bank) have power to issue this Guarantee in your favour 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 and Four granted by the Bank.

Yours faithfully,

Dated : .....

(Place): .....

(Signature of Officer on.....behalf of .....)

(Set out name of the Bank)

(Date).....

**ANNEXURE-V**

**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

**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:

- Later Processor
  
- Minimum of 1 MB of RAM
  
- Minimum 1 USB port (If Certificate is in USB Token)
  
- DSC Dongle driver should be installed before logging in
  
- High Speed Internet Connectivity
  
- Certificate with full chain
  
- Certificate should not be expired it should be valid certificate

**Operating System:**

**Win 7/ WIN-8/Win-10**

**Browser Version:**

- Internet Explorer Versions 11

**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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

**2. 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.

**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***

**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-VI**

**I. GST Compliance**

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

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

**J.DETAILS OF BIDDER**

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	