



**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 –66258208/66258191  
Fax No. 091 - 022– 66258200**

### NOTICE INVITING TENDER

**Tender No. 0100LE1029 dated 06.03.2018**

**Due date of Tender: 16.03.2018 at 15:00 hrs.  
Opening of Price Bid: 16.03.2018 at 15:30 hrs.**

**Online E-Bids are invited for supply of “Carrying out Mechanical Maintenance Service” at our plant at Navi Mumbai [Taloja] during the period April, 2018 to March, 2019 [ extendable by further 3 months] through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>.**

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

#### 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> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
<b>Contact Persons:</b> 1. Shri Nayan Yadav, Mob.8879294183 Land Line No.022 66258191 e.mail: yadav.nd@balmerlawrie.com 2. Smt Amanda Couto – Mob- 09004002269, 022 66258208, email ID: <a href="mailto:amanda.c@balmerlawrie.com">amanda.c@balmerlawrie.com</a>	<b>Contact Person</b> 1. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 2. Mr.Tuhin Ghosh,Mob.08981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 3. Mr. CH.Mani Sankar (Chennai), +91-8939284159 <a href="mailto:chikkavarapu.manisankar@c1india.com">Email – chikkavarapu.manisankar@c1india.com</a> 4. Mr.Partha Ghosh,Mob.0 08811093299 Email – <a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a> 5 Ms. Ujwala Shimpi, Landline (022)66865608 <a href="mailto:Ujwala.shimpi@c1india.com">Ujwala.shimpi@c1india.com</a>

Seal & Signature of Tenderer

## 1. Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

### A. Instructions for bidders

1. Online single bid e-tenders are invited from contractors who meet our tender requirements The tender document consists of **Price Bid.** **Please Refer to Annexure – I for detailed Scope of Service.**
2. The tender is invited in **Single-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Price Bid.**
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender
4. Important points to be noted

4.1 Due date for submission of bids : 16.03.2018 at 15:00 hrs.

4.2 Price Bid Opening : 16.03.2018 at 15:30 hrs

#### **“Kindly refer Annexure-X for “Conditions for Online Bid Submission”.**

All Bids are to be completed and submitted online in accordance with tender requirements within the duration as mentioned. The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”** BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

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

5. Bid Security / Earnest Money Deposit (EMD) / Bid Bond – As per Clause no. 1 & 2 of the Special Terms & Conditions of this Tender document

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

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

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

**6. 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/ BL's website  
The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**7. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Scope of service
- E. Annexure II – Vendors obligation
- F. Annexure III – GST Compliance
- G. Annexure IV - Details of Vendors
- H. Annexure V – Additional details of Vendor
- I. Annexure VI – Price Bid
- J. Annexure VII – Address of Balmer Lawrie Plant
- K. Annexure VIII - Bank Details for SWIFT/RTGS Transfers
- L. Annexure IX – Proforma of Bank Guarantee
- M. Annexure X - Conditions for Online Bid submission
- N. Annexure XI- Code of Conduct for Balmer Lawrie & Co. Suppliers

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

**8. Late Bids**

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

**9. Bid Validity**

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

**10. 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*)

### **11. 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 submit the required details as specified [Annexures III & IV ]
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Bidders who are not registered under GST, will have to provide a self declaration that their income is below the limit as required by GST applicability (i.e. Aggregate turnover of FY is <20 lakhs). And hence not eligible for GST Registration. Bidders who are registered under GST, will have to provide the GST Number as per Annexure-IV and also provide proof of such registration.

### **12. Opening of Price Bid**

The price bids of bidders will be opened on the due date.

### **13. Complete Scope of Service**

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

### **14. Tender Documents and Deviations**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the tender document Annexure-I would invite immediate disqualification from further consideration of the bid.

### **15. Language of Bids**

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

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

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform or submission of tender through hard copies :-

#### **a. Price Bid (Annexure VI is Price Bid)**

The lowest bidder will be decided based on the Composite lowest Price in Indian Rupee, for the service mentioned in the scope of work.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic. Price bid should be filled as per the format provided online.

- b. After submission of bid online, the bidders are requested to submit the demand drafts 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 The Basement of 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

## **B. SPECIAL TERMS & CONDITIONS**

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

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **INR 6000.00** (Rs.Six 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 if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VIII to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond**.

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

#### **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

### **2. Security Deposit (SD)**

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

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

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

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

OR

**Bank Guarantee of 5% of the Basic Value of the Order to be** executed by a Nationalized Bank approved by RBI as per Company's Standard format. In the event the Contractor is executing Bank Guarantee of the aforesaid amount, the EMD of Rs.6000.00 will be refunded after receipt of Bank Guarantee duly confirmed by the issuing bank. The bank guarantee executed should be valid for 18 months. The security deposit will not bear any interest. In the event of extension of the contract as mutually agreed by the Company and the Contractor, the Bank Guarantee also to be extended for a period of 6 months over and above the agreed period of extension.

**3. Security Deposit is liable for forfeiture, if -**

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.
- The Contractor damages or loses records /documents of the Company and/or of statutory compliances.
- The Contractor reveals the information/documents of the Company to any unauthorized persons/organization without having written consent from the authorized person of the Company.
- The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.
- The license of the Contractor is withdrawn / canceled by any statutory / legal authorities during the validity of the contract.
- Successful Contractor violates the tender condition.
- Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory authorities.

Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions. In case of any default in statutory levies, the penalty interest amount if any claimed by the statutory authorities will be adjusted against the Security Deposit and the retention money. In case of any damages caused to the building, plant and machineries, the Security Deposit and the retention money will be adjusted towards the cost of repair of such damages. The Security Deposit will be refunded after adjustment, if any , on account as mentioned above after validity of the Bank Guarantee period i.e. six months after the completion of the contract period.

**4. Payment Terms:**

Payment will be made after 7 days from date of submission of bill. The bill has to be raised on actual completion of the job on per month rate basis as per tender approved rates. Only one bill per month will be accepted. Prior submission, the bill has to be authenticated from the Production / Plant head with all necessary documentary proof attached herewith.

Acceptance of any differential terms of payment offered by a bidder as against the terms specified in this document will be solely at the discretion of BL.

Your monthly bills should accompany the necessary statutory documents like evidence of payment towards ESIC, PF, etc.

- 5. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.**

**6. Period of Contact**

**April, 2018 to March, 2019 [Further extendable by three months with mutual consent].**

- 7. Tender Evaluation - The tender would be finalized on the basis of L1 quoted vendor as per job broadly specified in the scope of the work on per month rate basis.**

**8. Risk Purchase**

In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done 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.

**9. Award of Contract**

BL shall place the Purchase order on the Lowest Quoted Bidder 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.**

During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

The Contractor will be required to confirm the negotiations in writing within the time stipulated. If the Contractors fail to comply with this requirement, Company reserves the right to evaluate his tender at its discretion based on their original rates.

10. Bidders who are not registered under GST, will have to provide a self declaration that their income is below the limit as required by GST applicability (i.e. Aggregate turnover of FY is <20 lakhs). And hence not eligible for GST Registration. Bidders who are registered under GST, will have to provide the GST Number as per Annexure- IV and also provide proof of such registration.
11. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
12. No court case/dispute should be pending on contractors account as on date.
13. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
14. 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.

**15. HSE Clause**

a.	<b>DRUG FREE WORKPLACE</b> All Contractor employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Contractor's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Contractor employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Contractor (including, but not limited to , unpaid suspension and termination). In addition, Contractor is required to report such activities to BL authorities immediately on detection of such event.
b.	<b>ALCOHOL-FREE WORKPLACE</b> Contractor employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Contractor employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Contractor.
c.	<b>SMOKE-FREE WORKPLACE</b> For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.

## **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:



**SBU: Industrial Packaging**

- 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.

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.

## **16. 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 5,000/- 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.

## **C. GENERAL TERMS AND CONDITIONS**

### **1. Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

### **2. Scope of Service**

Scope of service for the tender shall be as mentioned in Annexure I.

### **3. Reference for Documentation**

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

### **4. Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 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

### **5. Relaxation of Tender Terms & Conditions**

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

### **6. Rejection of Bids**

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

### **7. Delays**

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

**8. Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

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

**9. 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 in respect of the due performance of the contract and the bidder's obligations there under.

**10. Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**11. Termination**

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

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

Upon receipt of said termination notice, the bidder shall immediately stop supply.

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

**12. 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.

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

**D. SCOPE OF SERVICE**

**A) Painting Booth / Lacquer booths/ Conical booth**

- 1) Cleaning of drum rotating rollers mounted on Machine frame - Daily
- 2) Removing paint loaded drum rotating rollers mounted on walking beam and fitting of cleaned drum rotating rollers – Daily
- 3) Cleaning of paint loaded drum rotating rollers – Daily
- 4) Cleaning and greasing of Conveyor rollers, mounted on Loader of Paint baking Oven and Cross transfer after painting booth - Weekly twice
- 5) Cleaning and greasing of Walking Beam – Weekly once
- 6) Replacing Pre-baffles and Paint stop filter as per maintenance schedule.
- 7) Cleaning and greasing of circulating blowers- Monthly.
- 8) Cleaning of paint kitchen area / SS drums. - Monthly
- 9) Cleaning / Removing / Fitting of removable floor covers inside booth - Weekly
- 10) Cleaning and greasing of paint hoses / pneumatic tubes etc. –Monthly
- 11) Cleaning of Roof Walls of Painting Booth- Fortnightly
- 12) Dust cleaning on Motors - Fortnightly
- 13) Cleaning, tightening, Inspection of paint pump - Daily
- 14) Replacement of pump lubricating oil -as & when required
- 15) Replacement of paint pump seals -as & when required

**B) Paint Baking Oven/ Lacquer baking ovens**

- 1) Cleaning of Suction Air filter of combustion chamber – Weekly twice.
- 2) Cleaning of Roof walls of Baking oven tunnel.- Weekly twice
- 3) Dust Cleaning on Circulating Blower Motors – Monthly

**C) Drum/ shell/ ends handling Conveyors**

Cleaning , tightening, Inspection, oiling, replacement of conveyor chain, rollers , roller drive chains, sprockets , bearings ,driving chain, gear box, motor etc. weekly.

**D) Telescopic loading conveyor**

Cleaning , tightening, Inspection, oiling, replacement of conveyor belt, drive chain, rollers , roller drive chains, sprockets , bearings ,driving chain, gear box, motor etc. ----**Weekly**.

**E) Conveyor of all the Machines**

- 1) Cleaning , tightening, Inspection, oiling, greasing of moving parts
- 2) Replacement of bearing, worn out/ broken parts as and when required

**F) Hydraulics**

- 1) Cleaning of filters regularly
- 2) Cleaning of power pack completely-Monthly
- 3) Stoppage of oil leaks in hydraulic circuit on as & when required Basis.
- 4) Replacement/ repair of pipes, fittings, filters, valves, cylinders and other parts as & when required basis.

**G) Pneumatics**

- 1) Cleaning of filters regularly
- 2) Change of oil in lubricator-Monthly
- 3) Stoppage of air leaks in pneumatic circuit-Monthly
- 4) Replacement / repair of pipes, fittings, filters, valves, cylinders, vacuum cups and other parts & as & when required basis.

**H) Clutches & Brakes**

- 1) Cleaning, tightening, Inspection of moving parts - monthly
- 2) Replacement of bearing, worn out/ broken parts as and when required.

**I) Gear Box**

- 1) Cleaning, tightening, Inspection of moving parts - half yearly
- 2) Checking of oil – Monthly
- 3) Replacement of oil, seals etc. as & when required
- 4) Replacement of bearing, worn out/ broken parts as and when required

**J) Shafts & Bearings**

- 1) Cleaning, tightening, Inspection, lubrication of moving parts – Half yearly
- 2) Replacement of bearings, seals etc. as & when required
- 3) Replacement of worn out/ broken parts as and when required

**K)** Preventive Maintenance / Predictive Maintenance of any of the machine, conveyor, equipment etc. to be carried out as per plan

**L)** Breakdown maintenance of any of the machine, conveyor, equipment etc. to be carried out as & when required.

**M) Helium Leak Tester :**

- 1) Cleaning Of Water filter , Air filter & Vacuum Filter -Daily
- 2) Lubrication of sliding rails & bearing, Chain sprocket etc.-Daily

**N) Air Compressors:**

- 1) Air Filter Cleaning –Daily

**O) Lubrication for Main shaft of conveyor for**

- 1) Remy Cap Placing-Monthly
- 2) Bung Screw Machine-Monthly
- 3) Top Screen printing machine-Monthly

**P ) Remy Precurlers ( 1 & 2 ) :**

- 1) Chuck plate bearing lubrication-Daily
- 2) Transfer conveyor lubrication- Daily
- 3) Screw bearing Nut Lubrication-Daily

**Q) CTL & Blanking Press:**

- 1) Dec coiler Mandrel greasing for both line- Monthly
- 2) Straightener greasing/lubrication for both line – Monthly
- 3) Power Pack Oil Tank nut bolt tightening-Weekly
- 4) Maintenance of die sets-Monthly
- 5)

**R) Cooling Tower :**

- 1) Removing of water & thorough Tank cleaning-Quarterly
- 2) Water filter cleaning- Weekly
- 3) Water filter cleaning (Arplas welder )

**S) 40 T Press:**

- 1) Press guide bushing cleaning & lubrication- Alternate day
- 2) Inspection & tightening of all hydraulic pipe fittings-Alternate Day

**T) Remy Destacker/Stacker/Bungs Screwing/Dummy Cap Fixing/Tops screen printing :**

1. Lubrication of shaft & sliding surfaces/all moving parts- daily
2. Lubrication of chain & Sprockets- daily
3. Maintenance of scissors assembly-weekly

**U) Fire Hydrant System:**

- 1 ). General maintenance like starting trouble handling & regular inspection.
- 2 ) Any emergency b/d attending upto arrival of AMC person

**V) DRINKING WATER RO System :**

1. Daily checking of RO system & its healthiness
- 2 . Filter cleaning as per schedule given.

**W) Auto Factory Sliding Gates:**

- 1) General Maintenance of gates like cleaning & lubrication of sliding parts.
- 2) Attending breakdown as per requirement.

**X) Drinking & Gardening Water supply Pumps:**

- 1) General maintenance Pumps
- 2) Attending breakdown as per requirement.

**Note:**

**The Fitters deployed should have the necessary skills & experience to troubleshoot and maintain**

- i) **Hydraulic /Pneumatic components,**
- ii) **Alignment works related to pump, blowers, motors etc.**
- iii) **Mounting /Dismounting of Shafts & Bearings.**
- iv) **Maintenance of tools and die sets.**

**\*\*\* Also any other additional spot maintenance job work not covered above will have to be carried out as per the requirement.**



**ANNEXURE-II**

**E. VENDORS OBLIGATION**

- 1) The Contractor should have necessary PF, ESIC/Workmen's Compensation policy registration (if applicable), PAN No., GST No. Necessary documentary evidence to be attached alongwith the offer. **"APPLIED" status for statutory licenses & documents is acceptable by the company. The Contractor shall submit the documentary proof in support of the same**
- 2) The Contractor shall ensure that his workmen are in neat and clean uniform while on duty at all times and attend the duties regularly.
- 3) The Contractor's workmen should be easily traceable within the Company's premises and shall have to strictly follow the Company's direction relating to cleanliness. Wearing of uniform and personal protective appliances, etc.
- 4) If the Company is not satisfied with the service or conduct of any of the Contractor's workmen for any reason whatsoever, the Contractor shall take appropriate action against such workmen.
- 5) The Contractor's workers shall have to make their own arrangements for transportation/canteen. The Company's transport/canteen arrangements will not be made available to them.
- 6) The Contractor shall ensure personal supervision of his workmen in Plant and will meet Officer In-charge weekly or as and when required. One supervisor has to be deputed on daily basis.
- 7) The Company reserves the right to terminate the contract by giving one month's notice in case contractor's services are found unsatisfactory and the security deposit of the party will stands forfeited.
- 8) Care must be taken while carrying out the work to ensure that no structure and installation, fittings, fixtures pertaining to Company, are damaged. Any damage done to the same or any other property will have to be repaired/replaced by the Contractor at his cost failing which the same will be got done and the amount incurred on repairs/replacement shall be recovered from the bills payable to the Contractor. The decision of Officer-in-Charge on the propriety or adequacy of any repairs/replacement work done by the Contractor or any costs recoverable from the Contractor in this behalf shall be final and binding on the Contractor.
- 9) The Contractor will ensure that workmen and other personnel employed by him behave and conduct themselves in a disciplined manner and the Contractor shall take responsibility for the antecedents and character of his workmen and other personnel.
- 10) The Contractor shall observe all Labour Laws and regulations that might be applicable in respect of the contract, whether under Central or local statutes. The Contractor would be liable to observe all safety, security rules and regulations of Company, which are in force at present and which may come into force during the Contract period. Any violation of any rules and regulations would entail penalty so recommended by the Officer-in-Charge and approved by the Competent Authority of Company, which also includes termination of contract with consequences in this behalf.

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- 11) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- 12) The Contractor shall arrange to provide 2 times tea at the contractor's cost.
- 13) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 14) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 15) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 16) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 17) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.

**18) CONTRACT LABOUR REGULATIONS**

- a) The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act-1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
- b) The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
- c) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
- d) A copy of the above wage cum muster register has to be submitted along with each months bill. Payment will not be made till the Contractor submits the aforesaid register.

The Contractor will retain the original wage cum muster register with their Manager at the site office and should produce the same for inspection by the authorized representative of the company and/or statutory representative.

- e) Notices mentioning hours of work, period of wage payment, rates of wages, etc. as required under the relevant Act would also be displayed and copies as required would be sent to concerned statutory authorities by the contractor.

**19) PAYMENT OF MINIMUM WAGES**

- The Contractor will pay minimum wages as prescribed by Maharashtra State Government from time to time.
- The Contractor will in respect of personnel engaged by him maintain record of attendance and issue wage slip.

**20) PAYMENT OF WAGES**

The Contractor shall ensure payment of wages to all workmen employed/deployed/engaged by him in connection with the work before the expiry of the 7th day after the last day of wage period or as per the rules of the applicable state in respect of which the wages are payable.

**21) PAYMENT OF BONUS**

The Contractor shall be liable to pay the mandatory minimum bonus as prescribed under Payment of Bonus Act, 1965 to eligible personnel.

**22) SAFETY AND WELFARE**

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, shoes etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

**23) WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

**24) SUSPENSION OF WORK:**

The Officer-in-Charge may at any time (s) at his discretion should he consider that the circumstances so warrant (the decision of Officer-in-Charge as to the existence of Circumstances warranting such suspension shall be final and binding upon the Contractor), by notice in writing to the Contractor temporarily suspend the work or any part thereof for such period (s), as Officer-in-Charge shall deem fit, and the Contractor upon receipt of the order of

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suspension forthwith suspend the work (s) or such part thereof as shall have been suspended until he has received a written order from the Officer-in-Charge to proceed with the work suspended or any part thereof.

The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension, the personnel of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the liability of the Contractor to pay Salary, wages or hire charges or bear other charges and expenses thereof.

Unless the suspension is by reason of default or failure on the part of the Contractor (and the reasons for the suspension stated by the Officer-in-Charge in any notice of Suspension as aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor).

**25) TERMINAL PAYMENT TO PERSONNEL ENGAGED BY THE CONTRACTOR**

- a) It should be clearly understood that the Company owes no responsibility in respect of personnel engaged by the Contractor, other than in the capacity of the Principal Employer and/or to the extent dictated under various law.
- b) On cessation of the contract, by way of non-renewal or otherwise, all responsibility, financial or otherwise, in respect of personnel engaged by the Contractor shall be that of the Contractor himself.
- c) Payment of terminal dues applicable, if any, shall be to the account of the Contractor and he shall be responsible for the full and final settlement and payment of all terminal dues such as leave pay, notice pay and retrenchment compensation, gratuity etc. to all personnel who may have been engaged by him in connection with the fabrication contract.
- d) It will be the Contractor's responsibility to ensure that the personnel engaged by him peacefully and orderly vacate the Company's premises, without any claim or demand on the Company.

**26) CONFIDENTIALITY / SECRECY**

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with the discharge by the Contractor of its duties and obligations under and in accordance with the agreement required to be executed, or granted by BL to the Contractor and/or its employees/workmen and/or contract labour to be engaged or employed by it in accordance with the terms hereof, would be under a duty/obligations of confidentiality and agrees that such confidential information shall not be disclosed or divulged to any third party without the prior written consent of BL and shall be used by the Contractor and/or employees/workmen and/or contract labour engaged or employed by it as aforesaid solely for the purpose of the discharge by the Contractor of its duties and obligations in accordance with the terms hereof.

For the purpose of this clause, "Confidential Information" shall mean all records, books, statements, vouchers, and other data or information (whether written, graphic or oral) to be supplied or furnished by BL or on its behalf to the Contractor or to which BL would grant access to the Contractor, its employees/workmen and/or contract labour, as the case may be as aforesaid.

**ANNEXURE III**

**F. GST Compliances (If any)**

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

**G. DETAILS OF VENDOR**

**ANNEXURE-IV**

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 (If any)	
20	HSN/SA Code for Supply/Service (If applicable)	
21	GST rates (in %) applicable for Supply/Service to be provided (If Applicable).	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website](If applicable)	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

**H. ADDITIONAL DETAILS OF VENDOR**

The following information to be furnished by the Contractor –

1. Name of the Contractor :
2. Whether Proprietorship firm /Partnership firm/ Private Limited Company / Limited Company :
3. Addresses (with Telephone, Fax, Mobile No, E-mail, Contact Person)
  - a. Registered Office:
  - b. Branch Office (quoted against this tender) :
  - c. Factory/Go down/Workshop :
4. Year of Establishment  
Date of Registration (With Photo Copies)  
Registration No.  
Year of Commencement of Operations
5. Details of business activities including that of Sister Concerns, if any
6. No. of employees employed
  - ❖ Permanent
  - ❖ Temporary
7. List of existing customers dealing with for similar jobs along-with photo copies of un priced orders executed by the Contractor for similar jobs/light engineering fabrication job in last five years.
8.
  - a) Contractor's EPF Code Number & Issuing Office address :
  - b) Contractor's Contract Labour Licence Number (If any) :
  - c) Contractors GST No. :
  - d) Details of PAN Number :

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9. Whether any legal (Civil, Industrial, Criminal) cases/disputes are either pending or contemplated against the Contractor in any Court of Law or before any other authority? If so, please give the details.
10. Details about Bankers ( Name, Branch, Addresses with Tel. Nos.)
11. Details of latest Income Tax Assessment and Clearance, if applicable (Please attach certificates)
12. EMD PARTICULARS :  
Demand Draft /Pay Order No. :  
Date :  
Drawn On :  
Amount :



**ANNEXURE-VI**

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

SI.No	Major scope description	Period	Rate per month.	Rate for the period
A	Preventive & Breakdown Mechanical maint. Of paint booth/ lacquer booth / conical booth. / Complete conveyor system / all ovens / and any other maint. Job as given in the scope of service – Ref Annexure - I	12 months		

- [1] The contractor has to deploy manpower based on daily/weekly/monthly/yearly requirement at the site.
- [2] Price Rate : Contractor should quote per month basis.
- [3] Statutory Compliance: Contractor has to comply with ESIC, PF, Workmen Compensation (WCI) etc. as per prevailing labour rules & regulation.
- [4] Contractors maintenance crew should be available throughout the time of production.

Apart from above, any liability within the contract period will be borne by the Contractor

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

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

**Annexure – VII**

**J. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co Ltd, Industrial Packaging**  
G 15,16,17, MIDC, Taloja,  
District – Raigad (Maharashtra) – 410208

**ANNEXURE - VIII**

**K BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	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. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	Vendor's e mail id	

**(To be provided by successful bidder only)**  
**L .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 to as “the said Tender”) for “Carrying out Mechanical Maintenance job” 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

Seal & Signature of Tenderer

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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:

## M. CONDITIONS FOR ONLINE BID SUBMISSION

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

#### **Minimum System Requirements:**

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- High Speed Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

#### **Operating System:**

- Windows 7,8,10

#### **Browser Version:**

- Internet Explorer Versions 11

#### **Java Component:**

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

#### **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.

#### **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

1. Mr. Tirtha Das, Mob 9163254290 email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
3. Mr. Partha Ghosh, Mob 8811093299 email – [partha.ghosh@india.com](mailto:partha.ghosh@india.com)
4. Mr. CH Mani Sankar, Mob 8939284159 email – [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
5. Ms. Ujwala Shimpi, Landline (022)66865608 email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)

Or

#### **Balmer Lawrie's officials.**

#### **Contact nos. and e.mail ID's**

1. Shri Nayan Yada ,Mob.8879294183 Land Line No.022 66258191  
e.mail: [Yadav.nd@balmerlawrie.com](mailto:Yadav.nd@balmerlawrie.com)
2. Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:  
[amanda.c@balmerlawrie.com](mailto:amanda.c@balmerlawrie.com)

**Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate (Class III) 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.

**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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**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.

**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.

## N. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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

### The supplier declares herewith:

- f* **Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- f* **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.
- f* **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.
- f* **Prohibition of child labor**
  - o to employ no workers under the age of 18;
- f* **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;
- f* **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;
- f* **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.