

 **5, J. N. Heredia Marg, Ballard Estate,**

**Mumbai- 400001, India**

## NOTICE INVITING TENDER

Tender No. BL/MUM/201920/3 dated 15th April 2019

**Due date of Tender: 26th April 2019 at 11.00 am**

**Opening of Technical Bid: 26th April 2019 at 11.30 am**

# Online Two Bid e-Tender are invited for laying “New Pipeline for existing Fire Fighting System” installed at Balmer Lawrie Housing Complex, Plot No. 1-1 & 1-2, Sector 2, Phase II, Nerul (West), New Mumbai -400706 through Balmer Lawrie e- procurement Portal [https://balmerlawrie.eproc.in](https://balmerlawrie.eproc.in/)

The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com/)

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

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| --- | --- |
| **Balmer Lawrie & Co. Ltd.**Regional HR Department5, J .N. Heredia Marg, Ballard EstateMumbai – 400 001. | C1 India Pvt. Ltd.603, Coral Classic, 20th Road,Near Ambedkar Park, ChemburMumbai- 400 071 |
| **Contact Persons:**1. Ms. Beryl D’Silva Land Line No.022 66361224Email: dsilva.b@balmerlawrie.com2. Mr. Durjay Bhattacharya Mob.8652819678Email: bhattacharya.durjay@balmerlawrie.com | **Contact Person**1.Mr. Ujwala Shimpi,Land No 022 66865608Email – ujwala.shimpi@c1india.com2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4.Mr.CH.ManiSankar (Chennai), +91-8939284159Email– chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh,Mob.008811093299Email – partha.ghosh@c1india.com |

1. **Introduction**

 Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India, with its Corporate Office at 21, Netaji Subhas Road, Kolkata – 700 001 having 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 Drum holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conform to Safety, Health and environment norms.

1. **Instructions for bidders**

## Two bid (Pre-Qualification Bid and Price Bid) tenders are invited for laying New Pipeline for existing fire Fighting System” installed at Balmer Lawrie Housing Complex, Plot No. 1-1 & 1-2, Sector 2, Phase II, Nerul (West), New Mumbai as per detailed Scope of Work contained in Annexure II of this tender

2. Contractors, Vendors or their owners / proprietors who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have / had any dispute, are debarred for 5 years from the date of settlement of dispute to participate / bid in this tender.

3.The tender is invited **in Two Bid System** – Pre-Qualification and Price Bid.

4. 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 Bid can be submitted only after the online bid submission.

 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.

 5. 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.

6. Bid Security / Earnest Money Deposit (EMD) / Security Deposit– As per Clause No. 2 & 6 of the General Terms & Conditions of this Tender document.

Micro and Small Enterprises (MSE’s) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE’s mentioned in this tender document.

Above benefit/s shall be extended only to MSE’s whose UAM number is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure X.

Failure to submit above mentioned declaration by the bidder claiming above benefits will be treated as a non-MSE’s bidder and such bid shall be processed accordingly.

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.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

The Tender document consists of:

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| --- | --- | --- |
| SN | Contents | Annexure |
| 1 | General Information  | I |
| 2 | Scope of Work / Services | II  |
| 3 | Responsibilities of successful Bidder  | III |
| 4 | Pre-Qualification Criteria | IV |
| 5 | General Terms and Conditions  | V |
| 6 | GST Compliances | VI |
| 7 | Details of Vendor | VII |
| 8 | Price Bid | VIII |
|  9 | Format of Bank Guarantee | IX |
| 10 | CPPP Declaration | X |
| 11 | Conditions for Online Bid Submission | XI |
| 12 | Code of Conduct for BL Suppliers | XII |

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

## 7.1 Late Bids

 No bidding is admissible in the e.proc platform after the bid closing date.

## 7.2 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 60 days from opening of Prequalification Bid.

## 7.3 Bid Rejection Criteria

 A bid may be rejected if

1. The bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
2. The bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
3. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
4. Conflict of interest between the bidder and the Company is detected at any stage.
5. Offers received from bidders who are not registered under GST will not be considered for any evaluation against this tender.
6. Bidder do not submit their price against each of the `Description of work’ as mentioned in Annexure-VIII.

## 7.4 Clarifications

 Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (On*ly email queries shall be replied)*

**ANNEXURE-I**

**GENERAL INFORMATION**

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

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

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

**Corrigendum to tender:**

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

 **ANNEXURE - II**

**SCOPE OF WORK / SERVICE**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor’s scope.

1. Fixing, joining & testing of GI “C” class piping including cutting, welding with all necessary fittings.
2. Supply and Installation of fire extinguishers equipment/system such as portable fire extinguishers and fire hydrant system etc. Job includes servicing of equipment/system, testing of fire fighting pumps sets etc.
3. Equipment is required to be operative and maintained for their smooth working

And performance.

The work shall comprise of taking NOC from Statutory Authority before start of work, supply, installation, testing and commissioning, etc. within the project site.

All work including the issuance of Certificate by the Certifying Authority must be completed within 60 days of the issue of PO.

**The Contractor shall furnish all labour and install all materials, appliances, equipment, necessary for complete provision and testing of the whole fire fighting installation as specified herein and price BID. This also includes any material, appliances, equipment not specifically mentioned herein as being furnished or installed but which are necessary and customary to make complete installation and to make the fire fighting system shown in the schedule or described herein, properly connected and in working order.**

All quantities mentioned in the bill of quantity are approximate and the contractor shall not be eligible for any claim due to any variation in / or omission of any item.

It is the responsibility of the Contractor to co-ordinate with all statutory Authorities including Local Fire Authority and fulfil all the requirements, documents and drawings and any other requirement at no extra cost.

**The quantities are indicative and do not carry commitment.**

**Note:**

1. Bidders are requested to visit the site for inspection with prior appointment / permission.

2. Contractor must clean the premises after completion of work

3. Contractor shall be responsible if any damages occurred during the execution of work

**ANNEXURE-III**

  **RESPONSIBILITIES OF SUCCESSFUL BIDDER**

* **The Successful Bidder will be solely responsible for all Liaising, Co-ordinating and Dealing with concerned Authorities i.e. NMMC and Others pertaining to the above work at his own cost.**
* **Contractor must follow the HSE guidelines given in Clause No 19 in Annexure V during execution of work.**
* **Prepare the staging and scaffolding at any height in safety manner**
* **Staging and Scaffolding should be done by using materials like MS pipes, H-frames, Cup locks and Ledgers.**
* **Don’t use Wooden scaffolding for the above pertaining work.**
* **Provide the Safety net in entire working area if required and Workers should wear the helmet, safety belts, and shoes in working area premises.**
* **If any damages occur during execution of work, the Contractor will be whole and sole responsible.**
* **The contractor shall carry out and complete the said work under this contract in every respect and in conformity with the current rules and regulations of the local Fire Authority, the Indian Standards and with the directions of and to the satisfaction of the Owner.**
* **On completion of installation, instruction to bidder issue Fire certificate which is acceptable to Fire Dept., GOM / NMMC.**
* **The successful bidder shall provide Warranty & Guarantee for a period of one year for all the work done under this PO and also provide the Warranty documents for all equipment installed as part of this PO.**
* **Obtaining Form `A’ from Maharashtra Fire Department after completion.**

**Annexure IV**

 **PRE- QUALIFICATION CRITERIA**

The interested bidders have to provide documentary proof for the information provided and should fulfill the following criteria.

I. The tenderer should be a Registered Contractor with the following authorities and should submit proof of such registration.

1. Central Public Works Department
2. Licensed Certification from Fire Department of Govt. of Maharashtra / NMMC
3. Authorized to issue Fire certificate which is acceptable to Fire Dept., GOM / NMMC

2. The bidder should have successfully executed similar job Maintenance of Fire Fighting System and Hydrant System work of cost not less than any of following values during the last 3 years ending on 31st March 2019.

 (i) 3 jobs each of not less than Rs 2.00 Lakhs OR

 (ii) 2 jobs each of not less than Rs 4.00 Lakhs OR

 (iii) 1 job of value not less than Rs.6.00 lakhs

 Should have minimum average financial turnover of Rs. 4.00 Lakhs during the last 3 financial years ending with March 2019 (Proof to be attached).

3. Should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled.

4. EPF / ESIC & MSME & NSIC certification to be submitted.

5 Solvency Certificate from Bank up to Rs. 10.00 lakhs

6. Copies of Completion certificates from PSU, Government Departments / Organizations on Maintenance work carried out for Fire Fighting System and Hydrant System during the last five years.

**ANNEXURE-V**

**GENERAL TERMS & CONDITIONS**

1. 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. **Earnest Money Deposit (EMD)**

Interest Free Earnest Money Deposit of **Rs.5,000**/- (Rupees Five Thousand only) in favour of Balmer Lawrie & Co. Ltd. by way of Demand Draft / Pay Order payable at Mumbai to be made from a Scheduled Indian Bank and to be deposited within the due date of 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.**

 For accepted bidders, EMD can be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

Offers received without EMD will be rejected.

 Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should be deposited in the Tender Box (Ground Floor) prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line**.**

 **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

 EMD will be refunded by cheque to unsuccessful bidders after finalization of tender.

 In case of failure to comply with enquiry terms, the Company reserves the right to cancel order / forfeit EMD.

 EMD is liable to forfeiture if:

 (a) Withdrawal of offer during validity period of the offer.

 (b) Non acceptance of Order within the stipulated time.

 (c) Any unilateral revision made by the bidder during the validity period of offer.

 (e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.

 (f) Non submission of Security Deposit

3. Should not have been blacklisted by any PSU / Govt. Department (a self- certification is required). This is subject to verification by Balmer Lawrie and if found to be false, the bidder may be debarred from participating in the tender or order already placed will be cancelled

4. The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this Oder in writing or through email and shall there by confirm his acceptance of purchase order in entirely without exceptions.

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

6. **Security Deposit (SD)**

 Security Deposit of Rs. 35,000/- (Rupees Thirty Five Thousand only) to be deposited within 15 days of receipt of Purchase Order in the form of Pay Order / Demand Draft in favour of Balmer Lawrie & Co. Ltd. payable at Mumbai or Bank Guarantee valid for 18 months in BL’s format (Annexure IX).

 The Security Deposit will not bear any interest.

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

 The Security Deposit will be refunded after one year from date of successful completion and commission of the Fire Fighting System.

 Security Deposit is liable for forfeiture if;

 a) Withdrawal of offer during validity period

 b) Unsatisfactory services i.e failed to fulfil the results as per the requirement of the Company during the validity of the contract.

 c) The Contractor damages or loses records /documents of the Company and/or fails in statutory compliances.

 d) 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.

 e) The Contractor fails to comply with the norms of the competent authorities/apex body within the validity of the contract.

 f) The license of the Contractor is withdrawn / cancelled by any statutory / legal authorities during the validity of the contract.

 g) Successful Contractor violates the tender condition.

 h) Failure to comply statutory dues within due dates as per the statute and/or non submission of statutory dues to the respective statutory

 Security Deposit will be refunded only after verification of complete compliance of all statutory dues and successful completion of the tender conditions without any legal / statutory liability. 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. In case of any damages caused to the building, plant and machineries, the Security Deposit 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.

7. **Validity of Quotation**: The quotation should be valid for the Company's acceptance for a **period of 90 days** (excluding the due date) from the date of opening of the pre-qualification bid.

8. **Submission of Online Bids**

 The Price Bid should not contain any information other than the price. The Price Bid should be filled as per the online Price Bid format provided.

9. **Acceptance of offers**

9.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

9.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

9.3 Balmer Lawrie reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

9.4 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

9.5 In the event of L1 being more than one bidder, BL shall negotiate with all the L1 bidders in terms of approval taken from Competent Authority.

10. **Negotiations**

10.1 Balmer Lawrie reserves the right to negotiate with only L1 Tenderer. The Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

10.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

10.3 **Price Variation**

 The price should be firm during the contract period and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

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10.4 **Notification of Award**

 Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of Intent on the successful bidder(s).

11. **Tender Evaluation: The tender would be finalized on the basis of Lowest Nett Delivered Price (NDP).**

12. **Sub-Contracting**: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent in writing. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the ‘Risk & Cost’ of the contract.

13. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or behavior by the workmen of the contractor, the company reserves its right to cancel the contract or to deduct such amounts as the company may deem reasonable due to the loss of goodwill, business, etc. from the security deposit deposited by the successful bidder or the contract would be forthwith terminated

14. **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 of 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.

15. **Safety**

 The bidders are strictly advised to follow the various safety aspects as per HSE norms pertaining to the work. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

16. **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.

### 17. Delay in providing services

 The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause No. 29.

18. **Payment Terms**

 Payment will be made strictly against completion of work, successful commissioning of the Fire Fighting System and on submission of Certificate by applicable Statutory Authority.

Based on certification of the Company’s Engineer-in-Charge to the above requirement, payment will be released within 15 days.

19**. HSE REQUIREMENTS BY CONTRACTORS**

 **Housekeeping**

 Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

 All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

 **Confined Space**

 Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

 As minimum Contractors must ensure the following:

1. Confined spaces are kept identified and marked by a sign near the entrance(s).
2. Adequate ventilation is provided
3. Adequate emergency provisions are in place
4. Appropriate air monitoring is performed to ensure oxygen is above 20%.
5. Persons are provided with Confined Space training.
6. 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:

1. suitable for its intended use;
2. 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);
3. Used only by people who have received adequate information, instruction and training to use the tool or equipment.
4. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

 **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.

 **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:

1. 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.
2. Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.

**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.

20. **Sub-letting of Work**

 No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the ‘Risk & Cost’ of the contract.

 21. **Extra Items of Work:** During the course of execution of the work, if the contractor comes across items of work which are not covered under the Schedule rate or not included therein, Contactor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

22. **Indemnity**

 The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen while delivering the test weights at site.. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

23**. Liquidated Damage**

 If the contractor is unable to complete the jobs specified in the scope of work within the period specified, it may request owner for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of contract value for each week of delay or part there of subject to a maximum of 10% of contract value.

24. **PF / Other Statutory obligations**

 The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

1. he Contract Labour (Regulation & Abolition) Act 1970
2. The Employees Provident Funds and Miscellaneous Provisions Act 1952
3. The Employees State Insurance Act 1948
4. The Minimum Wages Act 1948
5. The Workmen Compensation Act 1923

 and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company’s premises.

 The personnel deployed in the Company’s premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he has been deployed.

 The contractor shall equip the personnel deployed by him in the Company’s premises with all the necessary implements and safety equipment.

 It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company’s premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

25. **Insurance**

 Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of Balmer Lawrie & Co Ltd for coverage of Workmen’s compensation and employees’ liability insurance.

26**. Liability & Ensuring Safety**

 The Contractor will be fully responsible for ensuring safety of lives and property within Company’s flats. Any damage to any life and/or property due to negligence/mishandling by the tenderer would be to the account of the contractor.

27. **Penalty Due to Non-performance**

 In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder’s **“Risks and Cost”** and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders.

 In case of damage to property by the contractor’s personnel the contractor will be responsible to make good the losses as assessed by the Engineer in Charge or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor’s ‘**Risk and Cost’** and charges on account of such losses will be fully recovered from Contractor’s bills.

28. **Addition/alteration of Tender Document**

 The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

29. **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 mount to be incurred by us, would be recovered from the party’s due payments or security amount held with us.

30**. 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. Ltd. 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 thereof and is final and binding on the parties. The proceedings shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

31. **Force Majeure Clause**

 If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Regional Administrative Head, 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

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

|  |  |  |
| --- | --- | --- |
| **Company Seal** | **Signature** |  |
|  | **Name** |  |
| **Designation** |  |
| **Company** |  |
| **Date** |  |

 **ANNEXURE - VI**

**GST Compliances**

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

[2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor

[3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].

[4] Vendors are required to raise invoice as per the GST tax structure.

[5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.

[6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.

[7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

|  |  |  |
| --- | --- | --- |
| **Company Seal** | **Signature** |  |
|  | **Name** |  |
| **Designation** |  |
| **Company** |  |
| **Date** |  |

**ANNEXURE – VII**

**DETAILS OF VENDOR**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| 1 | Name of the Vendor |  |
| 2 | Address of Registered Office |   |
| 3 | Address of the Branch / Office quoting against the Tender |   |
| 4 | Year of commencement of business |   |
| 5 | Whether Sole Trader / Partnership / Private Limited Co. / Public Limited Co. / LLP |   |
| 6 | Registration No. (Under Companies Act) |   |
| 7 | Whether copy of incorporation / registration Certificate from ROC (Registrar of Company) uploaded |   |
| 8 | Email ID |   |
| 11 | Contact Person |   |
| 12 | Bank Name / Branch |   |
| 13 | Address of banker |   |
| 16 | IFSC Code |  |
| 17 | MICR Code |   |
| 18 | Account Number |   |
| 19 | Latest Income Tax Returns to be submitted |  |
| 20 | Minority Indicator |   |
| 21 | GSTIN Registration Number |   |
| 22 | HSN /SAC Code for Supply/Service |  |
| 23 | GST rate (in %) applicable for Supply/Service to be provided. |  |
| 24 | Composition Scheme Applicable  | Yes / No |
| 25 | Proof of GSTIN Registration No. per state [From GSTN website] |   |
| 26 | Vendor's GSP name [GST Suvidha Provider's] |   |
| 27 | Exemption No. |   |
| 28 | Exemption Percentage |   |
| 29 | Exemption Reason |   |
| 30 | Exempt From |   |
| 31 | Exempt To |   |

 **ANNEXURE - VIII**

**PRICE BID**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **SN** | **Description of work** | **Unit** | **Qty** | **Rate** | **Amount** |
| 1 | Providing and Fixing Joining & Testing of **GI “C” class piping** as per IS:239 including cutting, welding / screwing etc. and providing all fitting i.e. Flanges, Bends, Test, Elbows, Reducer, Clamp etc. complete with 1 Coat of primer & 1 coat synthetic enamel Paint |  |  |  |  |
| a | 100mm NB (4’’ dia) | Mtr. | 30 |  |  |
| b | 80mm NB (3’’ dia) | Mtr. | 30 |  |  |
| 2 | Providing and Fixing **Butterfly valve** as per IS: 13095-1991 including nut bolts, gaskets. Necessary pad locking arrangement etc. complete  |  |  |  |  |
|  a | 100mm NB (4’’ dia) | Nos | 02 |  |  |
| 3 | Providing and Fixing C.I. **double flange Non-return valves** as per IS: 5312 (part 1)1984, swing check type with required nuts, bolts, gaskets etc. complete.  | Nos | 02 |  |  |
| 4 | Providing and Fixing of Fire Hose Box, fire hose cabinet wall mounting or free standing type, single door and keys arrangement, Fire Red & RRL hose pipe as per IS: 636 type-A, Bearing ISI marks, with 63 mm male/female coupling 15 meters long with 63mm PVC, branch pipe with nozzle etc. complete. | Nos | 04 |  |  |
| 5 | Dismantling and Refixing existing **Fire Brigade inlet connection** with testing & commissioning etc. as require | Nos | 02 |  |  |
| 6 | Dismantling and Refixing of existing **hydrant valve** with testing & commissioning etc. as require | Nos | 04 |  |  |
| 7 | Supply, installation, Testing and commissioning of 4.5 kg capacity Co2 type fire extinguishers as per IS 15222 with control discharge mechanism fitted with Bend & Hoorn applicable on class B fire rating 21 B confirm to ISI mark. Co2 cylinder as per IS 7258 with PESO approved. Make: Fire Quip / Safe pro / Safety first. | Nos | 04 |  |  |
|  | **Total** |  |  |  |  |

# PLUS: APPLICABLE TAXES

# ANNEXURE- IX

**(To be provided by successful bidder only)**

**Proforma of the Bank Guarantee (Security Deposit)**

Balmer Lawrie & Co. Ltd.

5, J N Heredia Marg,

Ballard Estate,

Mumbai – 400 001

Dear Sir,

That Messrs. /Mr.\_\_\_\_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----------------------------------------------- dated ----------------(hereinafter referred as “the said Tender”) for providing “Replacing andRepairing of Accessories of fire Fighting System” at New Mumbai 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. \_\_\_\_\_.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. \_\_\_\_\_\_.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Two Thousand \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ granted by the Bank.

Yours faithfully, Dated:

#  ANNEXURE- X

**BIDDER TO SUBMIT ON THEIR LETTER HEAD**

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE’s ORDER 2012)

Dated …………………….

 I / We, M/s ………………………………………………………….

address…………………………………………………………………, hereby declare

That I / We are registered as MSE supplier and have registered our Udyog Aadhar

Memorandum (UAM) Number…………………..on Central Public Procurement Portal

(CPPP). Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the

Above claim through CPPP.

Company Authorized Signatory

(Seal & Stamp)

**ANNEXURE-XI**

**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
* Reliable Internet Connectivity
* Certificate with full chain
* Certificate should not be expired it should be valid certificate

**Operating System:**

* Windows 7,8,10

**Browser Version:**

* Internet Explorer Versions 11

**Java Component:**

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

**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

2. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com

Or

**Balmer Lawrie’s officials.**

Contact nos. and e.mail ID’s

1. Ms. Beryl D’Silva, Mob: 9867178291 / Land Line No.022 6636224

 Email: dsilva.b@balmerlawrie.com

**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 eProcurement 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.

**Submission of Hard copies**:

**After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office**.

The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

**Disclaimer Clause**

Neither 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 - XII**

**CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS**

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

**The supplier declares herewith:**

**Legal compliance**

To comply with the laws of the applicable legal system(s)

**Prohibition of corruption and bribery**

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**

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;

To respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;

To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;

+

To prohibit behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;

To provide fair remuneration and to guarantee the applicable national statutory minimum wage;

To comply with the maximum number of working hours laid down in the applicable laws;

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 labour**

To employ no workers under the age of 18;

 **Health and safety of employees**

To take responsibility for the health and safety of its employees;

To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;

To provide training and ensure that employees are educated in health and safety issues;

To set up or use a reasonable occupational health & safety management system;

**Environmental protection**

To act in accordance with the applicable statutory and international standards regarding environmental protection;

To minimize environmental pollution and make continuous improvements in environmental protection;

To set up or use a reasonable environmental management system;

**Supply chain**

To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

To comply with the principles of non-discrimination with regard to supplier selection and treatment.