



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 – 66258209/66258190
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1384 dated 28.05.2019

Due date of Tender: 07.06.2019 at 17:00 hrs.

INTRODUCTION:

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online SINGLE BID e-Tender** from **Registered Transporter** for providing **Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis** for the period from **01.06.2019 to 31.05.2020 (12 Month)** at Barrel Plant, Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu.

The above tender conducted at Balmer Lawrie e-Procurement Portal <https://balmerlawrie.eproc.in> and the Tender Document can also be downloaded from www.balmerlawrie.com.

Contact details for any clarification over the tender.

Balmer Lawrie & Co. Ltd. SBU-Industrial Packaging, 5, J.N. Heredia Marg, Ballard Estate, Mumbai – 400 001.	C1 India Pvt. Ltd. 603, Coral Classic, 20th Road, Near Ambedkar Park, Chembur, Mumbai-400 071
Contact Persons 1.Mr. Tushar Ingale / LL-022 66258209 e.mail: ingale.td@balmerlawrie.com 2.Mr.T.R.Srimagesh, Mob.9840330389 / LL-044 25946642 e.mail: srimagesh.tr@balmerlawrie.com 2.Mr.S.Kannappan, Mob. 8800886934 / LL-044 25946652 e.mail: kannappan.s@balmerlawrie.com	Contact Person 1. Mr.Ritabrata Chakraborty. Mob.08697910411 e.mail- ritabrata.chakraborty@c1india.com 2. Mr.Ujjal Mitra, Mob.07702669806 e.mail- ujjal.mitra@c1india.com 3. Mr.Rajesh Kumar, Mob.09650465143 e.mail- rajesh.kumar@c1india.com 4. Mr. Chandan Pdamkar, Mob.09930315405 e.mail- chandan.b@c1india.com 5. Mr.Siva Kumar, Mob-9042773377 e.mail- siva.kumar@c1india.com

FORMAT OF TENDER DOCUMENT CONSISTS OF:

- A. Instruction for bidders
- B. Tender Base Information
- C. Commercial Terms & Conditions
- D. General Terms & Conditions
- E. Scope of Work & Schedule Of Requirement
- F. PRICE BID FORMAT
- G. PROFORMA for BG as SD
- H. CONDITIONS FOR ONLINE BID SUBMISSION

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.

A. INSTRUCTIONS FOR BIDDERS:

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **Online SINGLE BID e-Tender** from **Registered Transporter** for providing **Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis** for the period from **June 2019 to May 2020 (12 Month)** at Barrel Plant, Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu.

1. Salient Features of Tender:

- i. **The bidder should be registered in Balmer Lawrie Web Portal through M/s. C1 India Pvt. Ltd., for online e.bidding.**
- ii. **Tender Type – Limited Tender - Bidders has to participate in this tender through BL e-procurement website: Portal <https://balmerlawrie.eproc.>**
- iii. **Tender Category – SINGLE BID e-TENDER (The tender document consists of Price Bid)**
- iv. **Evaluation Type - Item-wise: Prices are compared at individual item level.**
- v. **Payment of Earnest Money Deposit / Security Deposit**
- vi. **Please Refer to Annexure – I for detailed Scope of Work & Schedule of Requirement.**

2. Tender Details:

Tender Documents consists of **Priced Bid, Tender Details, and Terms & Conditions.**

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority.

The bidder have to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participate in the as per guidelines provided under **“Conditions for Online Bid Submission”** in the last pages.

The bidder has to keep track of any changes by viewing addendum / corrigendum issued by the tender inviting authority on time – to – time basis in the e-procurement platform. The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

3. Tender Submission:

After submission of bid online, the bidders are requested to submit the originals of Demand Draft (DD) towards EMD to the tender inviting authority before opening of un-priced bid and other uploaded documents at the time of concluding agreement.

The bidder shall **invariably furnish the original DD to the tender inviting authority before opening of priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder.** The Company shall not take any responsibility for any delay or non-receipt.

The bidder 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.**

M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not 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.

All correspondence shall be addressed to the office of **Manager (SCM) M/s. Balmer Lawrie & Co Ltd., J N Heredia Marg, Ballard Estate , Mumbai 400 001 Land Line : 022066258216 / Fax no : 66258200.**

4. Important Points to Note:

- i. **Due date for Price Bid submission 07.06.2019 at 17:00 hrs.**

- ii. All documents required which cannot upload online, can be deposited in the Tender Box at **our Ballard Estate Office, 5, J.N.Heredia Marg, Ballard Estate, Mumbai - 400 001.**
- iii. The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **Registered Vendors alone will be allowed for participation in this Limited Tender.**
 - 1. **However, in case of your firm is already Registered / Approved Vendor of Balmer Lawrie & Co. Ltd., Industrial Packaging (or) any other units elsewhere in India, then the registration details your firm as well as your valid Registration with M/s. C1 India Pvt. Ltd., may be provided well prior to the due date of this tender to the Tender Inviting Authority.**
 - 2. **On scrutiny of your firm's credentials the Tender Inviting Authority may permit your firm to participate in the Tender if found suitable.**
- vi. **This document is the Tender.**
- vii. **The Acceptance of the Order by the successful bidder will form the contract.**
- viii. **Bid Security / Earnest Money Deposit (EMD)/ Bid Bond.**
- ix. **SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**
- x. **NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.**
- 5. **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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- 6. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of **THREE MONTHS** from the date of opening of the Price Bid.
- 7. **BID REJECTION CRITERIA:** A bid may be rejected if
 - a. **If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.**
 - b. **The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.**
 - c. **Conflict of interest between the bidder and the Company is detected at any stage.**
- 8. **CLARIFICATION:** 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*)
- 9. **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 would invite immediate dis-qualification from further consideration of the bid.**

B. TENDER BASE INFORMATION

1.	Tender No.	:	0100LE1384 dated 28.05.2019
2.	Tender Title	:	Providing <u>Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis</u>
3.	Tender Description	:	
	Providing <u>Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis</u> for the period from <u>June 2019 to May 2020 (12 Month)</u> at Barrel Plant, Industrial Packaging, No.32, Sathangadu Village, Manali, Chennai 600 068, Tamilnadu.		
4.	Tender Type (NCB / ICN) National / International Level Competitive Bidding (or) Limited.	:	LIMITED
5.	Factory / Division	:	Industrial Packaging, Chennai
6.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
7.	Section / Sub-division	:	-
8.	Tender Category (Single Bid/ Two Bid / EOI)	:	SINGLE BID TENDER
9.	Evaluation Type: (Item-wise: Rates are compared at individual item level , <u>Schedule-wise</u> : Rates are compared as groups of similar items)	:	ITEM-WISE
10.	Estimated Value (min)	:	N.A.
11.	Estimated Value (max)	:	N.A.
12.	Payment Level (Tender Level / Item Level)	:	TENDER LEVEL
13.	Currency of payment	:	Indian Rupees (INR)
14.	❖ EMD Amount	:	₹ 3,000/- (Rs. Three Thousand only)
15.	Payment Mode	:	Demand Draft only Cheque / Cash / NEFT or any other forms of payment are not acceptable
16.	Payable at	:	Chennai, in favor of M/s. Balmer Lawrie & Co. Ltd.

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

C. COMMERCIAL TERMS & CONDITION

1.	<p>Period of Contract: <u>June 2019 to May 2020.</u></p> <p>The contract is extendable on mutual agreement as per tender terms for <u>further period / completion of balance order quantity whichever is later.</u></p> <p>The exact date of commencement of the contract shall be decided based on the finalization of the contract.</p>
2.	<p><u>The quantity mentioned under schedule of requirement is merely indicative</u> and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered <u>quantity by 20%.</u></p>
3.	<p>The bidder shall quote their rate as per price bid format provided in the tender. Rate quoted by any other basis is not acceptable and will not be considered.</p>
4.	<p><u>Inter change / transfer of ordered quantity among the items</u> within the awarded estimated order value shall be made by the company.</p>
5.	<p>The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid.</p>
6.	<p>The bidders are requested visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.</p>
7.	<p>Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.</p>
8.	<p>AWARD OF CONTRACT</p> <p>a. The lowest [L1] bid will be arrived on the basis of <u>Total Cumulative Amount [SNo. 1, 2 & 3] as shown in Bid Form.</u></p> <p>b. 100% order will be placed on the L1 quoted bidder.</p> <p>1. <u>The quantity mentioned is merely indicative</u> and the company cannot give any commitment</p> <p>2. The decision of the company is final in retaining more than one transporter.</p> <p>3. The company with mutual agreement with the successful bidder</p> <p>i. Shall enhance the ordered quantity by 20%</p> <p>ii. The contract is extendable on mutual agreement as per tender terms for <u>further period / completion of balance order quantity whichever is later.</u></p> <p>iii. Shall interchange of order quantities among the items within the order value.</p>
9.	<p>Rate Validity: The rate awarded to the successful bidder to be kept valid till completion of contract and no rate increase will be considered. The rate quoted would be <u>Firm & Final irrespective of hike in price of High Speed Diesel.</u></p>
10.	<p>EARNEST MONEY DEPOSIT (EMD):</p> <p>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 ₹ 3,000/- (₹ Three Thousand only). Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of Balmer Lawrie & Co. Ltd., payable at Mumbai, India. The Demand Draft/Pay order has to be made from a Scheduled Indian Bank. The EMD/Bid Bond to be deposited within the Due date for the tender. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.</p> <p>a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED</p> <p>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.</p> <p>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.</p> <p>d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.</p> <p>EMD is liable to forfeiture in the event of</p> <p>a. Withdrawal of offers during validity period of the offer.</p> <p>b. Non acceptance of orders.</p> <p>c. Non Confirmation of acceptance of orders within the stipulated time after placement.</p> <p>d. Any unilateral revision made by the bidder during the validity period of the offer.</p> <p>e. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.</p> <p>f. Non submission of Security Deposit.</p>

	<p>For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.</p> <p>EMD is exempted for those vendors registered under NSIC (National Small Industries Corporation) (or) coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items / services. However, attested / notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.</p>
11.	<p>SECURITY DEPOSIT [SD]:</p> <p>The SD amount payable by the successful bidder would be 3 % of the contract value with a minimum of Rs. 10,000/- (Rs. Ten Thousand only) by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at Chennai. The Security Deposit may be submitted within 15 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.</p> <p>The Successful bidder is required pay 50% of the above SD upfront within 15days from the date of receipt of order. And the balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up. [or]</p> <p>The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 15 MONTHS for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format given by company will only be used for submitting the BG.</p> <p>The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and</p> <p>All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.</p> <p>The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.</p> <p>Security deposit is liable to forfeiture in the event of:</p> <ol style="list-style-type: none"> Non Supply after Acceptance of Purchase Order. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order. Successful Bidder violates the tender conditions. If the performance of the bidder is found to be unsatisfactory Any unilateral revision made by the successful bidder during the validity period of the contract.
12.	<p>PAYMENT: Payment will be released 30days from the date of submission of bill as recorded by our Stores dept.</p>
13.	<p>PENALTY & RISK PURCHASE CLAUSE:</p> <ol style="list-style-type: none"> In case of the successful bidder fails to provide Suitable Mobile Crane / Truck requirements within 24 hours of telephonic intimation to them, the company shall be free to engage any other contractor at the risk of the successful bidder. Further, failure in executing contract as per our schedule will be viewed seriously and our requirement will be met by arranging the Suitable Mobile Crane / Truck from the open market at the then prevailing rate. The additional cost if any incurred in this process will be recovered from the successful bidders Security Deposit / pending bills. Also the bidder may be debarred from participating in our future tenders. In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the successful bidder. <u>If such failures is of frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder.</u> The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.
14.	<p>Sub-Letting: The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.</p>
15.	<p>The Company reserves the right at any time to appoint parallel contractors for the requirement without giving any notice whatsoever to the existing contract.</p>
16.	<p>The Successful bidder shall be entirely responsible for safe handling, security of goods. The cost of damages if any will be recovered from the successful bidder.</p>

D. GENERAL TERMS & CONDITION

1.	Purpose of the contract: This contract is for providing Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis in our barrel plant M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 32, Sathangadu Village, Manali, Chennai- 600 068.
2.	The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time.
3.	The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.
4.	The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws . In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965 , and submit proof towards effecting payment of Bonus.
5.	The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's Compensation Act 1923 . Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.
6.	The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under Employers Liability Act 1938 and amendments 1970 thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.
7.	The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval
8.	The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
9.	The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
10.	Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.
11.	The Mobile Crane & Truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.
12.	HEALTH, SAFETY AND ENVIRONMENT STANDARD The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the Mobile Crane & Truck to be provided by the successful bidder should qualify as per the HSE requirements of our customers . The list of the HSE qualification norms are listed below. <ol style="list-style-type: none"> Drivers should possess a valid driving license. Each Mobile Crane & Suitable Truck should have a cleaner Driver and cleaner should wear Shirt and Pant only. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes. Mobile Crane & Suitable Truck platform to be free from rust, dents sharp areas and uneven surfaces. All the tyres should have proper treads. Head lights, indicators and reverse horn to be in working condition.

	<p>h. All the Suitable Mobile Crane & Truck should have a valid pollution / emission control certificate apart from other statutory requirements.</p> <p>i. Any person accompanying the Mobile Crane & Truck should not be drunken and if found the Mobile Crane & Truck will be blacklisted.</p> <p>j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.</p> <p>k. Over all Mobile Crane & Truck should be in a well-maintained condition.</p> <p>l. Copy of the HSHE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises.</p>
13.	Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
14.	It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
15.	<p>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.</p> <p>BL reserves the right to ask Bidder to suspend service 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.</p>
16.	<p>Statutory Provisions: The transporter shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's compensation Act 1923. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises. The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.</p>
17.	<p>TERMINATION: Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:</p> <ol style="list-style-type: none"> The bidder fails to comply with any material term of the Contract. 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. The bidder fails to deliver the item within the stipulated Delivery Period The bidder becomes bankrupt or goes into liquidation. The bidder makes a general assignment for the benefit of creditors. A receiver is appointed for any substantial property owned by the bidder. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder. <p>Upon receipt of said termination notice, the bidder shall immediately stop the service. 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.</p>
23.	HSE REQUIREMENTS BY CONTRACTORS
a.	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.

b.	<p>Confined Space</p> <p>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</p> <p>As minimum Contractors must ensure the following:</p> <ol style="list-style-type: none"> 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.
c.	<p>Tools, Equipment & Machinery</p> <p>The Contractor must ensure that all tools & equipment provided for use during the Work is:</p> <ol style="list-style-type: none"> 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.
d.	<p>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.</p>
e.	<p>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.</p>
f.	<p>Fall Protection Systems where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> 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.
g.	<p>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.</p>
h.	<p>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.</p> <ol style="list-style-type: none"> 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, & removed from the Site by end of the day.

i.	Lifting Operations
	<p>1. 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.</p> <p>2. 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.</p>
j.	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.
k.	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.
l.	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.
m.	<p>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.</p> <p>The below measures will be taken:</p> <p>a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.</p> <p>b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.</p> <p>c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.</p>
n.	Hot Works: A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.
o.	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.
p.	Environmental Requirements
	<p>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.</p> <p>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.</p>

24.	<p>PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:</p> <p>The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.</p>
25.	<p>a. FORCE MAJEURE CLAUSE</p> <p>If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the ED (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.</p> <p>b. SAFETY AND WELFARE</p> <ol style="list-style-type: none"> water facilities provided to the personnel engaged by them in proper safe and hygiene condition. The Contractor shall provide safety clothing, shoes to the personnel deployed by him for carrying out the jobs in the factory premises, as required. Payment of the same will be done on submission of proof. 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. <p>c. SUSPENSION OF WORK:</p> <p>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.</p> <p>The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking -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 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.</p> <p>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.</p> <p>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).</p> <p>d. <u>CONFIDENTIALITY / SECRECY</u></p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>e <u>Control Regulations</u></p> <p>Successful bidder warrants that all goods/materials/service 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 connection with manufacturing/ supply of goods/ service 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.</p>
26.	<p>ARBITRATION: Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation 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 and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.</p>

UNDERTAKING FROM VENDOR

a.	We are aware that the rate awarded to the successful bidder to be kept valid till completion of contract and no rate increase will be considered. The rate quoted would be Firm & Final irrespective of hike in price of High Speed Diesel.
b.	We would provide suitable / appropriate Suitable Crane /Truck for inter-carting CRCA Coils as per tender requirement and our quote.
c.	The contract is extendable on mutual agreement as per tender terms for further period / completion of balance order quantity whichever is later.
d.	We are aware that the estimated tender quantity shall be increased by another 20%.
e.	We are aware that the company shall inter change of ordered quantity among items within the awarded estimated order value of the contract.
f.	We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place Suitable Crane / Truck against company's call ups.
g.	The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid.
h.	The contract if any awarded against this Tender will be valid for a period of TWELVE MONTHS. However, the exact date of commencement of the contract shall be decided based on the finalization of the contract.

Statutory Details Of Bidder

Name of Company	:	
PAN Number	:	
GSTIN Reg.No.	:	
Contact Person / Designation	:	
Telephone [Mobile / Land Line / Fax]	:	
e-Mail ID	:	
MSME / NSIC / SSI Registration if any	:	

We have quoted our rate after studying carefully all the details mentioned in the Tender, Terms & Conditions and we confirm to have accepted the same.

Signature with Date & Seal

E. SCOPE OF WORK & SCHEDULE OF REQUIREMENT

Scope Of Work: This contract is for providing **Suitable Mobile Crane & Truck on rental basis for Inter-Carting CRCA Steel Coils on need basis** in our barrel plant M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, 32, Sathangadu Village, Manali, Chennai- 600 068.

SNo Destination	Estimated Number of Shifts (A)	Lump Sum Rate Rs. per Shift (B)	Total Amount Rs.(A x B)
1. Providing Suitable Mobile Crane on Rental / Need Basis for handling CRCA Coils weighing up to 18MT as and when required by the company. (** Rental Charges for 8 Hours Shift)	25 Full Shift		
2. Providing Suitable Mobile Crane on Rental / Need Basis for handling CRCA Coils weighing up to 18MT as and when required by the company. (** Rental Charges for 4 Hours Shift)	50 Half Shift		
3. Providing Suitable Truck on Rental / Need Basis for Inter-Carting CRCA Coils weighing up to 18MT as and when required by the company. In case services of Suitable Truck used for 4 Hours then the payment would be made on "Pro-Rata" basis.	12 Full Shift		
Cumulative Amount Rs. [SNo. 1, 2 & 3]			
<p>a. The ** Rental charges shall be calculated on 8 Hours Shift / 4 Hours Shift basis (i.e. Shift of 8 Hours / 4 Hours would be considered from time of arrival of Mobile Crane at BLCL and departure from BLCL).</p> <p>b. The SUITABLE TRUCK provided against SNo.3 above should have carrying capacity up to 25MT and the Truck will be used for shifting CRCA coils within our factory complex, Manali.</p> <p>c. Also the rate will be inclusive of Driver Bata, Diesel / Oil etc. for the Mobile Crane / Truck provided.</p> <p>d. The bidder should quote their rates only on "Lump sum per Shift / Half Shift basis". Rates quoted any other basis will not be accepted.</p> <p>e. The Rate quoted by the bidder against this Tender shall be FIRM and FINAL throughout the above said contract period.</p> <p>f. The company with the mutual agreement of the successful bidder as per tender terms shall extend the contract for further period / exhausting balance quantity whichever is later.</p> <p>g. The contract finalized with the successful bidder is extendable for further one-year period (with amended quantity) upon its expiry, with the mutual agreement of the bidder.</p> <p>h. Award of Contract:</p> <p>a. The lowest [L1] bid will be arrived on the basis of Total Cumulative Amount [SNo. 1, 2 & 3] as above.</p> <p>b. 100% order will be placed on the L1 quoted bidder.</p> <p>The decision of the company is final in retaining the bidder.</p> <p>i. Interchange of quantity between SNo. 1, 2 & 3 may be made during period of contract within the total contract value in case of exigency.</p>			

Rates to be quoted only in Online Mode

- j. Union Govt. has implemented **Goods & Service Tax w.e.f. 1st July 2017** and accordingly the bidders are required to provide **GST Registration of their firm** along with relevant **SAC Code** & applicable **GST - %** against SNo. 1, 2 & 3.

F. PRICE BID FORMAT

SNo	Destination	Estimated Number of Shifts (A)	Lump Sum Rate Rs. per Shift (B)	Total Amount Rs.(A x B)
1.	Providing suitable Mobile Crane on Rental / Need Basis for handling CRCA Coils weighing up to 18MT as and when required by the company. (Rental Charges for 8 Hours Shift)	25 Full Shift	Rates to be quoted only in Online Mode	
2.	Providing suitable Mobile Crane on Rental / Need Basis for handling CRCA Coils weighing up to 18MT as and when required by the company. (Rental Charges for 4 Hours Shift)	50 Half Shift		
3.	Providing Suitable Truck on Rental / Need Basis for Inter-Carting CRCA Coils weighing up to 18MT as and when required by the company. In case services of Suitable Truck used for 4 Hours then the payment would be made on "Pro-Rata" basis.	12 Full Shift		
Cumulative Amount Rs. [SNo. 1, 2 & 3]				
<p>a. The ** Rental charges shall be calculated on 8 Hours Shift / 4 Hours Shift basis (i.e. Shift of 8Hours / 4 Hours would be considered from time of arrival of Mobile Crane at BLCL and departure from BLCL).</p> <p>b. The Suitable Truck provided against SNo.3 above should have the carrying capacity up to 25MT and the truck will be used for shifting CRCA coils within our factory complex, Manali.</p> <p>c. Also, the rate will be inclusive of Driver Bata, Diesel / Oil etc. for the Mobile Crane / Truck provided.</p> <p>d. The bidder should quote their rates only on "Lump sum per Shift / Half Shit basis". Rates quoted any other basis will not be accepted.</p> <p>e. The Rate quoted by the bidder against this Tender shall be FIRM and FINAL throughout the above said contract period.</p> <p>f. Union Govt. has implemented Goods & Service Tax w.e.f. 1st July 2017 and accordingly the bidders are required to provide GST Registration of their firm along with relevant SAC Code & applicable GST - % against SNo. 1, 2 & 3.</p>				

G. PROFORMA for BG as SD.

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

BALMER LAWRIE & CO. LTD.
5, J N HEREDIA MARG, BALLARD ESTATE,
MUMBAI – 400 001.

Dear Sir,

That Messrs./Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. _____ dated --- _____(hereinafter referred as "the said Tender") for Suitable Mobile Crane & Truck Hiring and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. 000.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

H. CONDITIONS FOR ONLINE BID SUBMISSION

1. Registration with e.Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Person

1. Mr. Tirtha Das, Mob 09163254290
Email - tirtha.das@c1india.com
2. Mr. Tuhin Ghosh, Mob.08981165071
Email – tuhin.ghosh@c1india.com
3. Mr. CH.ManiSankar (Chennai), +91-8939284159
Email – chikkavarapu.manisankar@c1india.com
4. Mr.Partha Ghosh, Mob.008811093299
Email – partha.ghosh@c1india.com
5. Ms. Ujwala Chimpi(Mumbai), Tel 022-66865608
Email – ujwala.shimpi@c1india.com

Or

Balmer Lawrie's officials.

- 1.Mr.Tushar Ingale, Mob.09769015541 / LL-022 66258209,e.mail: ingale.td@balmerlawrie.com
- 2.Mr.T.R.Srimagesh, Mob.9840330389 / LL-044 25946642,e.mail: srimagesh.tr@balmerlawrie.com

2. Pre-Requisites before Login to System (Software requirements.)

- a. Minimum System Requirements:
 - Pentium III or Later Processor
 - Minimum of 128 MB of RAM
 - Minimum 1 USB port (If Certificate is in USB Token)
 - DSC Dongle driver should be installed before logging in
 - Reliable Internet Connectivity
 - Certificate with full chain
 - Certificate should not be expired it should be valid certificate
- b. **Operating System:**
 - Windows 2000 Professional
 - Windows XP
- c. **Browser Version:**
 - Internet Explorer Versions 6.0 SP2 and above
- d. **Java Component:**
 - Go to Control panel>Add/Remove Programs>
 - Check whether Java Runtime Environment is installed on your machine or not.



3. **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.
4. **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.
5. **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.
6. **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.
7. **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.