



**SBU - Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258208/66258209
Fax No. 091 - 022- 66258200**

NOTICE INVITING TENDER

Tender No. 0100LE1607 dated 19.03.2020

**Due date of Tender: 30.03.2020 at 14:00 hrs.
Opening of Price Bid: 30.03.2020 at 14:10 hrs.**

Sealed Single Bid offers are invited for "Servicing/Preventive Maintenance of Power Substation equipments" at our M.S Barrel manufacturing Plant at Taloja [Navi Mumbai]. The tender document can be downloaded from www.balmerlawrie.com website.

Contact details

Balmer Lawrie & Co.Ltd.
SBU-Industrial Packaging,
5, J. N. Heredia Marg , Ballard Estate
Mumbai – 400 001.

Contact Persons:

Shri Tushar Ingale, Mob.09769015541 Land Line No.022 66258209
e.mail: ingale.td@balmerlawrie.com

Smt Amanda Couto – Mob-09004002269, 022 66258208,
email ID: amanda.c@balmerlawrie.com

Introduction

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

A. Instructions for bidders

1. **Please Refer to Annexure –III for detailed Scope of work.**
2. The tender is invited in **Single Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender can be deposited in the Tender Box at the following address, “Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001”
4. Important points to be noted

4.1 Due date for submission of bids 30.03.2020 at 14:00 hrs.

4.2 Price Bid opening on 30.03.2020 at 14:10 hrs.

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

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

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

The successful bidder will be the Supplier.

This document is the Tender.

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

5. Earnest Money Deposit (EMD) / – As per Clause no. 1 of the Special 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 no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – VIII**.

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

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

6. **Corrigendum to tender:**

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

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – GST Compliances
- E. Annexure II – Details of Vendors
- F. Annexure III - Scope of service
- G. Annexures IV – Price Bid.
- H. Annexure V – Addresses of Balmer Lawrie location
- I. Annexure VI - Bank Details for SWIFT/RTGS Transfers
- J. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers
- K. Annexure VIII – CPPP Declaration
- L. Annexure IX – List of designated Officers responsible for releasing payment.

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

8. Late Bids

No offers will be entertained after the closing date.

9. 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 one month from opening of Technical Bid.

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- II and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

- vi. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

11. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

12. Complete Scope of Service

The complete scope of service has been defined in Annexure III of the tender document.

13. Tender Documents and Deviations

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

14. Language of Bids

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

15. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined therein.

a. Price Bid (Annexure IV is Price Bid)

The tender would be finalized on the basis of overall Lowest Nett delivered price (NDP) Annexure –IV. In case there is a tie between bidders at L1 position, both the bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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

Price bid should be filled as per the format provided (Annexure IV).

- b. The vendors are requested to submit the demand drafts towards EMD along with hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.**

B. SPECIAL TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **INR 3,000.00** (Rs. 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 if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond.**

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

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit

2. Security Deposit (SD)

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

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

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

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

Security Deposit is liable for forfeiture, if

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded six months after successful completion of the contract.

3. Payment Terms:

Payment for the accepted material will be made within **30 days** from the date of receipt of the material or bill whichever is later. Payments for supply to different locations shall be made from the respective location [Refer Annexure IX for designated officers responsible for releasing payment]

Note : Early payment with discounting for MSME bidder only :

MSME suppliers desirous of availing early payment of 10 days as against standard payment terms as per tender, may do so, with prior intimation to BL. Payments against such invoices shall be made after deduction of 9.5% interest per annum for the actual number of days by which the payment is preponed as compared to the tendered credit period.

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender and evaluation of the bids will be done accordingly.

Company's standard payment terms are 30 days from the date of satisfactory completion of the work.

4. Tenderer should quote only rate per no. basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per no. and GST.

5. Completion Period

Job allotted, to be completed within 1 week from the date of Purchase Order.

6. Risk Purchase

In case the job work is awarded to you and you are unable to complete the order within the stipulated time, we reserve the right to get the job work done from the market at your cost and risk. The deduction on account of such job work, if any, will be recovered from your due payments / security deposit.

7. Award of Contract

The lowest bidder will be decided based on the Composite Lowest Nett delivered Price (NDP) [Annexure-IV]. In case there is a tie between bidders at L1 position, both the bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Service

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

3. **Reference for Documentation**

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

4. **Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

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

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

6. **Rejection of Bids**

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

7. **Delays**

7.1 Delay in Bidding

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

7.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 6.

8. **Delay due to Force Majeure**

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

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

9. **Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

10. HSE Clause

(i) 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.

(ii) 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:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- a) Adequate ventilation is provided
- b) Adequate emergency provisions are in place
- c) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- d) Persons are provided with Confined Space training.
- e) All necessary equipment and support personnel required to enter a Confined Space is provided

(iii) Tools, Equipment & Machinery-

The Contractor must ensure that all tools & equipment provided for use during the Work is:

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

(iv) 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. People working at height must have "Medically Fit" certificate from the Authority.

(v) 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.

(vi) Fall Protection Systems-

Where fall protection systems are used then the Contractor must ensure the following is applied:

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

(vii) 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.

(viii) 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.

- a) Fabricated ladders are prohibited.
- b) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- c) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- d) Ladders will be lowered and securely stored at the end of each workday.
- e) Ladders shall be maintained free of oil, grease and other slipping hazards
- f) 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.
- g) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service & removed from the Site by end of the day.

(ix) Lifting Operations –

- a) 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.
- b) 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.

(x) 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.

(xi) 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 barrier 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.

(xii) 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.

(xiii) 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:

- 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.
- 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.
Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

(xiv) 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.

(xv) 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.

(xvi) 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 emissions shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

(xvii) Drug Free Workplace

All Successful bidder employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance at any time in BL's workplace or during hours of employment. Successful bidder's employees are expected to report to work free from the influence of illegal drugs and to remain free from such influence while on BL's premises or while performing any work for BL off premises. If any Successful bidder employee engages in any of the activities stated above, the employee is subject to appropriate disciplinary action by the Successful bidder (including, but not limited to , unpaid suspension and termination). In addition,

Successful bidder is required to report such activities to BL authorities immediately on detection of such event.

(xviii) Alcohol Free Workplace

Successful bidder employees are prohibited from the use or possession of alcohol at any time in the workplace or during hours of employment. Successful bidder employees are expected to report to work free from the influence of alcohol and to remain free from such influence while on BL's premises or while performing any work for BL off premises. Employees who violate this policy will be subject to disciplinary action (including, but not limited to, unpaid suspension and termination) by the Successful bidder.

(xix) Smoke Free Workplace

For the health, safety and protection of all employees of BL as well as Contractual employees, smoking is not permitted anywhere in BL's premises, including but not limited to the lobbies, elevators, stairwells, corridors, restrooms, lounges, public areas, and all other building/plant spaces.

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

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of **Rs 5,000/- shall** be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him 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.

11. Control Regulations

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

12. Termination

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

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

- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

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

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

13. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

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

ANNEXURE I

D. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-II 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] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

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

E. DETAILS OF VENDOR

ANNEXURE-II

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

ANNEXURE - III

F SCOPE OF SERVICE

| | Description | Quantity | UOM |
|-----|--|-----------------|-------------------|
| 1] | Servicing / Overhauling as per manufacturer's recommendation VCB - 22 KV ,C&S Make ,630 Amps Capacity. * PT Unit Fixing Work | 1 | no. |
| 2] | Servicing / Overhauling 22 KV /433 V, 1250 KVA, VOLT AMPS make out door oil cooled Transformer. * Oil Filtration, Oil topping up if required * BDV Report Submission. * Inspection of all HT & LT cables & Tightening at required torque. * Cleaning, checking of Support Insulators * Checking of Bucolz Relay & replacement of Sand as if necessary. * Inspection & checking of transformer oil leakage thru bushing & necessarily arresting it . * IR Value Test.,Ratio Test.Magnetic Balance Test,Vector Group. | 1 | no. |
| 3] | Servicing / Overhauling / /Testing of LT Air Circuit Breakers of - L & T Make make, Model -SL 960460000 Type : C- Power , Capacity -2000 Amps. | 1 | no. |
| 4] | Servicing / Overhauling / / Testing of LT Air Circuit Breakers of - L & T Make make,Model -SL 960460000 Type : C-Power Capacity -1250 amps | 1 | no. |
| 5] | Servicing / Overhauling / / Testing of Lighting Voltage stabilizer of - Agro Make make,Model,UBR-150 Type /S.N. -131047, Ccapacity: 150 KVA | 1 | no. |
| 6] | Testing & Calibration of - Protective relays of HT & LT Panels. * CLRH1 Lockout Relay * CARH 213 Auxillary Relay * IRI PRO -V2-3I-PI-1-1 OC,Earth Fault Relay | 1 1 1 | no. no. no. |
| 7] | Testing of tripping system of 22 KV / 433 V, 1250 KVA Transformer thru 22 KV VCB & LT ACBs | 4 | nos |
| 8] | High Voltage Tests Of 22 KV ,C & S make VCB, 22 KV Current Transformers, LT ACBs. | 1 | no. |
| 9] | Servicing of Electrical Main DPMCC Panels | 2 | nos. |
| 10] | Servicing of Capacitor Panel & checking of Capacitance value. (400 KVAR)-25X4,50X2,100X2.KVAR | 1 | no. |
| 11] | Checking & Testing of CT/PTs of # VCB & PCC Panel . | 2 | sets |

For any clarification, you may contact our Shri S B Kanhere on Mobile No. 9892968212.

ANNEXURE-IV

G. PRICE BID – to be filled by BIDDER

| | Description | Quantity | UOM | Rate [Rs./ea] | Total value [Rs.] |
|-----|--|-------------|-------------------|------------------|----------------------|
| 1] | Servicing / Overhauling as per manufacturer's recommendation VCB - 22 KV ,C&S Make ,630 Amps Capacity. * PT Unit Fixing Work | 1 | no. | | |
| 2] | Servicing / Overhauling 22 KV /433 V, 1250 KVA, VOLT AMPS make out door oil cooled Transformer. * Oil Filtration, Oil topping up if required * BDV Report Submission. * Inspection of all HT & LT cables & Tightening at required torque. * Cleaning, checking of Support Insulators * Checking of Bucolz Relay & replacement of Sand as if necessary. * Inspection & checking of transformer oil leakage thru bushing & necessarily arresting it . * IR Value Test.,Ratio Test.Magnetic Balance Test,Vector Group. | 1 | no. | | |
| 3] | Servicing / Overhauling / /Testing of LT Air Circuit Breakers of - L & T Make make, Model -SL 960460000 Type : C- Power , Capacity -2000 Amps. | 1 | no. | | |
| 4] | Servicing / Overhauling / / Testing of LT Air Circuit Breakers of - L & T Make make,Model -SL 960460000 Type : C-Power Capacity -1250 amps | 1 | no. | | |
| 5] | Servicing / Overhauling / / Testing of Lighting Voltage stabilizer of - Agro Make make,Model,UBR-150 Type /S.N. -131047, Ccapacity: 150 KVA | 1 | no. | | |
| 6] | Testing & Calibration of - Protective relays of HT & LT Panels. * CLRH1 Lockout Relay * CARH 213 Auxillary Relay * IRI PRO -V2-3I-PI-1-1 OC,Earth Fault Relay | 1 1 1 | no. no. no. | | |
| 7] | Testing of tripping system of 22 KV / 433 V, 1250 KVA Transformer thru 22 KV VCB & LT ACBs | 4 | nos | | |
| 8] | High Voltage Tests Of 22 KV ,C & S make VCB, 22 KV Current Transformers, LT ACBs. | 1 | no. | | |
| 9] | Servicing of Electrical Main DPMCC Panels | 2 | nos. | | |
| 10] | Servicing of Capacitor Panel & checking of Capacitance value. (400 KVAR)-25X4,50X2,100X2.KVAR | 1 | no. | | |
| 11] | Checking & Testing of CT/PTs of # VCB & PCC Panel . | 2 | sets | | |
| | TOTAL VALUE | | | | |
| | GST@18% | | | | |
| | GRAND TOTAL | | | | |

(Amount in words-)

Note :-

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

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

ANNEXURE - V

H. ADDRESS OF BALMER LAWRIE PLANT

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

ANNEXURE - VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

| | | |
|---|---|-------------------------------------|
| 1 | Name | BALMER LAWRIE & CO. LTD., |
| 2 | Supplier Code | |
| 3 | Permanent Account Number (PAN) | AACB0984E |
| 4 | Particulars of the Bank Account | |
| | A. Name of the Bank | Standard Chartered Bank |
| | B. Name of the Branch | M.G. Road |
| | C. Branch Code | 29 |
| | D. Address | 90, M.G. Road, Mumbai-400001, India |
| | E. City Name | Mumbai |
| | F. Telephone No. | +9122 22683300 |
| | G. NEFT/RTGS IFSC Code | SCBL0036046 |
| | H. 9 digit MICR code appearing on the cheque book | 400036002 |
| | I. SWIFT CODE | SCBLINBBXXX |
| | J. Type of Account | Current |
| | K. Account No. appearing on the cheque | 222-0-526803-6 |
| 5 | Vendor's e mail id | |

ANNEXURE-VII

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

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

The supplier declares herewith:

f Legal compliance

- o to comply with the laws of the applicable legal system(s).

f Prohibition of corruption and bribery

- o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

f Respect for the basic human rights of employees

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

f Prohibition of child labor

- o to employ no workers under the age of 18;

f Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- o to provide training and ensure that employees are educated in health and safety issues;
- o to set up or use a reasonable occupational health & safety management system;

f Environmental protection

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
- o to set up or use a reasonable environmental management system;

f Supply chain

- o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Annexure – VIII

K. BIDDER TO SUBMIT ON THEIR LETTER PAD

(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 – XII

L. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT

Following are the details of designated officers responsible for processing of invoices/payment :-

| Sr. No. | Industrial Packaging -Location | Contact Person | Contact No. | email ID |
|----------------|---------------------------------------|-----------------------|--------------------|--|
| 1 | Silvassa | Mr. Prasoon Aggarwal | 9555587372 | aggarwal.p@balmerlawrie.com |
| 2 | Kolkata | Mr. Shuvam Banerjee | 9831737098 | banerjee.shuvam@balmerlawrie.com |
| 3 | Chennai | Mr. Manoj Karmakar | 8124056521 | karmakar.mk@balmerlawrie.com |
| 4 | Chittoor | Mr. Pravin K Singh | 9883325136 | singh.pk@balmerlawrie.com |
| 5 | Asaoti | Mr. D P Sharma | 9717695849 | sharma.dp@balmerlawrie.com |
| 6 | Taloja | Ms. Rekha | 9867420162 | rekha.rr@balmerlawrie.com |
| 7 | Vadodara | Mr. Vishal Gokharan | 9819520229 | vishal.g@balmerlawrie.com |

You are requested to contact the above officers for any queries pertaining to Invoices/payment.

**Company Authorized Signatory
(Seal & Stamp)**