



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

www.balmerlawrie.com

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

**NOTICE INVITING TENDER**

Tender No. 0100LE\_\_\_ dated \_\_.03.2021

Due date of Tender: \_\_03.2021 at 15:00 hrs.  
Opening of Price Bid: \_\_.03.2021 at 15:05 hrs.

Online single bid e-tender is invited for “Hiring of **10/12 MT CAPACITY HYDRAULIC CRANE**” on monthly hire basis for a period of **From May 2021 to April 2022**. However, the contract period may be extended **by further one year period with the same terms and conditions at the discretion of our company** at our Industrial Packaging Division, 62, Patnam village & Post, Thavanampalle Mandal, Araconda Road, Chittoor – 517 131, Andhra Pradesh through Balmer Lawrie e.procurement Portal <https://balmerlawrie.eproc.in>

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

**Disclaimer - This product and services are not available on GeM and Balmer Lawrie have no objection in providing this information for making available such products/services on GeM**

**Contact details**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
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## 1. Introduction

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

### A. Instructions for bidders

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

4.1 Due date for submission of bids	: __.03.2021 at 15:00 hrs.
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4.2 Price Bid Opening	: __.03.2021 at 15:05 hrs
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All Bids are to be completed and submitted online in accordance with tender requirements within the duration as mentioned. The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

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

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

The successful bidder will be the Supplier.

This document is the Tender.

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

5. Earnest Money Deposit (EMD) – As per Clause no. 1 & 2 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(d).**

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.

Unless otherwise agreed to in terms of the Purchase Order, the price shall be firm till execution of entire contract.

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

**6. Corrigendum to tender:**

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

**7. Format of Tender Document**

Tender Documents consist of:

Sr.No.	Description	Page No.	Annexure
A	Instruction for bidders	2 to 4	
B	Special Terms & Conditions	5 to 11	
C	General Terms & Conditions	11 to 13	
D	Annexure I – Scope of Work	14	I
E	Annexure II – Price Bid	15	II
F	Annexure III – Addresses of Balmer Lawrie location	16	III
G	Annexures IV – Bank Details for SWIFT/RTGS Transfers	17	IV
H	Annexure V – Conditions for Online Bid submission	18 to 19	V
I	Annexure VI – GST compliance undertaking	20	VI
J	Annexure VII – Details of Bidder	21	VII
K	Annexure VIII- (a) Local & Import Content Certificate (b) Bid Security Declaration (c) Restrictions on Ground of Defense of India and National Security. (d) CPPP Declaration	22 to 23 24 25 to 26 27	VIII
L	Annexure IX – Format for BG to submit Security Deposit	28 to 29	IX
M	Annexure X – Code of Conduct for Balmer Lawrie & Co. Suppliers/Contractors	30	X
N	Annexure XI – List of designated Officers responsible for releasing payment.	31	XI

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

**8. Late Bids**

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

Seal & Signature of Tenderer

#### 9. Bid Validity

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

#### 10. Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.
- iii. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- VII 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.
- iv. 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 Work

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

#### 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-I would invite immediate disqualification from further consideration of the bid.

#### 14. Preparation and submission of Tender Documents

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

##### a. Price Bid (Annexure II is Price Bid)

The lowest bidder will be decided based on the Composite lowest Price in Indian Rupee, for the service mentioned in the scope of work. In case there is a tie between bidders at L1 position, these 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. Price bid should be filled in the online format provided.

**The quoted price should be firm till the completion of the contract placed on the successful bidder.**

**B. SPECIAL TERMS & CONDITIONS**

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

**EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per Annexure – VIII(b)**

**2. Security Deposit (SD)**

Security Deposit amount of 3% 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 or Bank Guarantee valid for contract period in BL's format [Annexure-IX) only.

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

**In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.**

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

- The Security Deposit will not bear any interest.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
  
- Security Deposit is liable for forfeiture, if
  - Successful bidder fails to provide service as per tendered job during the contract period.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded only after successful completion of the contract.
  - If the performance of the bidder is found to be unsatisfactory.

**In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.**

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

**3. Payment Terms:**

Monthly payment shall be released only on the basis of bill verified by the competent officer of the Company within 15 days from the date of submission of the monthly bill. TDS would be deducted at the prevailing rates time to time from the monthly running bill.

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

Payments for supply to different locations shall be made from the respective location, [Refer Annexure XI for designated officers responsible for releasing payment].

**Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.**

**BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.**

**TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.**

**Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.**

**4. Risk Purchase**

In case services are not effected as per given schedule,, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**5. Period of Contact**

May 2021 to April 2022 [**Further extendable by one year with mutual consent**].

**6. Tender Evaluation** - The tender would be finalized on the basis of Composite Lowest quoted bidder. In case there is a tie between bidders at L1 position, these bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

**10. Award of Contract**

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

**Negotiations, if held will be only with the lowest bidder.** During negotiations or in the revised offer only downward revised rates shall be valid for considerations.

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

**11. Fuel, Gear Oil/wear and tear parts and complete vehicle maintenance for smooth running of the vehicle will be on contractors account.**

12. The **quoted rate** will be inclusive of **Driver allowance Diesel / Oil** etc.

13. The **crane has to be provided only on Need Basis** as and when required by the company.

14. **Scope of Job:** CRCA Steel sheets in the packet form. The weight of these packets is about 3 to 3.5 MT. For unloading & loading of these raw materials as well as for shifting it to desired location, division

15. If the hired vehicle is not in running condition, replacement vehicle will be provided at no extra cost. In the event of non replacement, the Company may hire a similar type of vehicle from the market at the market rate and the differential (if any) will be recovered from contractors account.

16. **Capacity of Crane** The successful bidder must provide Hydraulic crane **10 to 12 Ton**. Capacity

**17. Mandatory Requirement**

1. The Crane should have working reverse horn and reverse light
  2. The crane should have working head light
  3. The crane driver should have valid driving license
  4. The crane driver should wear safety shoes in the factory.
  5. The Crane driver should be in good health & physiques
  6. The successful vendor should provide necessary helmet, nose mask and safety shoes to the driver.
18. **Compensation For Damage:** Proper care to be taken for operation of the crane to prevent any damage of the materials property caused by rough driving.
19. The vehicle shall be kept neat and clean and in perfect running condition provided with basic amenities like neat and clean upholstery. Regular servicing and maintenance of the vehicle as required as well as replacement of parts, if required, will be to contractors account and will be carried out by the contractor.
20. The operator must observe all the etiquette and protocol while performing the duty. He must be neatly dressed in uniform and well behaved. He must carry a mobile phone in working condition, for which, no separate payment shall be made by the Company. He must be polite at all times and follow road safety rules and norms.
21. The operator should not be suffering from colour/night blindness.
22. The operator should not be allowed to operate under the influence of any intoxicant or Liquor.
23. A daily record indicating time for the vehicle shall be maintained separately in a log book and he has to obtain the signature of consent authority. At the end of the month, copy of the relevant pages of the log book to be submitted alongwith the bill.
24. The contract should not be an employee of BL or his relative or a retired employee of BL who has not completed 2 years after retirement.
25. No court case/dispute should be pending on contractors account as on date.
26. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
27. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.

**28. HSE Clause**

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

**Safety Code & Practices:**

**Housekeeping**

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

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

**Confined Space**

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

As minimum Contractors must ensure the following:

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

**Tools, Equipment and Machinery**

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

- suitable for its intended use;
- safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);



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

### **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

#### Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

#### Fall Protection Systems

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

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

### **Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **Stairways and Ladders**

- Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.
- Fabricated ladders are prohibited.
- Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- Ladders will be lowered and securely stored at the end of each workday.
- Ladders shall be maintained free of oil, grease and other slipping hazards
- Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Lifting Operations**

**Cranes and Hoisting Equipment**

- Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.
- Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

**Lifting Equipment and Accessories**

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

**Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

**Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning..

**Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

**Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects.

Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

**Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

### **Environmental Requirements**

#### **Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

#### **Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

#### **Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

### **29. 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.

## **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 Work**

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

**3. Reference for Documentation**

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

**4. Confirmation of Order**

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

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

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

**6. Rejection of Bids**

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

**7. Delays**

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

**8. Delay due to Force Majeure**

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

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

**9. Sub-Contracts**

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

**10. Control Regulations**

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

#### 11. Termination

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

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

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

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

#### 12. Arbitration

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

*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*

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

**AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.**

**ANNEXURE I**

**D. SCOPE OF WORK**

CRCA Steel sheets in the packet form and machineries and other items. The weight of these packets is about 3 to 3.5 MT. For unloading & loading of these materials as well as for shifting it to desired location, division.

- a. Providing Crane 10 to 12 Ton Capacity Hydraulic crane with operator on hire basis

**Technical / Rental Terms and Conditions.**

- (a). Capacity – 10 to 12 Ton with Hydraulic crane.
- (b). Model / Year - Any Reputed Brand such as **ACE, Escort, Voltas or any reputed make.** Year – Not earlier than 2012
- (c). Running time: As per company need basis.
- (d). **The successful bidder shall provide their own operator for running the Hydraulic Crane. The hiring charges shall be inclusive of charges payable to operator such as wages, Driver's Allowance and other statutory payment.**
- (d) **Fuel and oil for running / maintenance of the Crane provided by the bidder.**
- (e) Hiring charges will be payable from the time of entry at our Plant gate and exit time from our gate.
- (f) Successfull bidder should submit Load certificate.

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

**ANNEXURE-II**

SNo.	Item Description	Estimated Quantity (A)	Rate Rs. per Trip / Hrs. (B)	Total Value Amount Rs. (AxB)
1.	<p>Providing Suitable <b>HYDRAULIC CRANE of 10~12 MT Capacity on Rental Basis</b> for material handling work to M/s. <b>Balmer Lawrie &amp; Co. Ltd.</b> 62 Patnam Post, Thavanampalle Mandal, Araconda Road, Chittor-517131, Andhra Pradesh on <b>Trip basis / Need basis</b>.</p> <p>a. The <b>Trip shall consist of a Maximum of Two Hours of Actual Working / Engagement</b> of above Crane at our Plant.</p> <p>b. The <b>quoted rate</b> will be inclusive of <b>Driver Allowance, Diesel / Oil</b> etc.</p> <p>c. The <b>crane has to be provided only on Need Basis</b> as and when required by the company.</p>	<b>130 Trips</b>		
2.	<b>For Additional / Extended Working Hour</b> (on <b>Per Hour Basis</b> ) apart from the Rental against SNo.(1).	<b>140 Hrs</b>		
Cumulative Total Amount [SNo. 1 & 2 ] Rs.				
GST if Any %				
<b>*Cumulative Grand Total Amount Rs.</b>				

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

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

**ANNEXURE – III**

**F. ADDRESS OF BALMER LAWRIE PLANT**

**Balmer Lawrie & Co Ltd,  
Industrial Packaging  
62, Patnam Village & Post  
Thavanampalli Mandal,  
Aragonda Road,  
Chittoor – 517 131**



ANNEXURE IV

**G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACB0984E
<b>4</b>	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	<b>SCBL0036046</b>
	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	<b>222-0-526803-6</b>
5	L. Vendor's e mail id	

**ANNEXURE-V**

**H. CONDITIONS FOR ONLINE BID SUBMISSION**

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

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

**Registration with e-Procurement platform:**

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

Contact Nos. and email IDs for C1 India helpdesk officers

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

Or

**Balmer Lawrie's officials.**

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

1. Shri Tushar Ingale, Mob. 9769015541 Land Line No.022 66258209  
e.mail: [ingale.td@balmerlawrie.com](mailto:ingale.td@balmerlawrie.com)

2.Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:  
amanda.c@balmerlawrie.com

**Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate (Class III) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.

**Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit the documents which could not be uploaded, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the other documents if any 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, cancellation of work and criminal prosecution.

**Disclaimer Clause**

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**ANNEXURE-VI**

**I. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VII attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] 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].

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

J. DETAILS OF VENDOR

ANNEXURE - VII

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

**Annexure – VIII(a)**

**K. Purchase Preference to Make in India and MSE Supplier-**

1. **Purchase Preference under Public Procurement (Preference to Make in India) Order:**

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

“Margin of purchase preference” means the maximum extent to which the price quoted by a \*Class-I local supplier’ may be above the L1 for the purpose of purchase preference.

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, full quantity will be awarded to L1.

- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest
- If Class-I local supplier matches L1 price the contract will be awarded to them.
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June 2020.

**DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

I/We,M/s.....,address.....  
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content(%) –  
Imported Content (%)–

It is also declare that the value addition for the material supplied/ to be supplied is made at following locations:

- a).....
- b).....
- c).....
- d).....

Authorized Signatory,



**2. Purchase preference for MSE supplier:**

As per the purchase policy set by Government of India for Government and PSU organizations (25% of the tendered quantity shall be allowed to be supplied by participating MSEs), 4% out of this 25% of tendered quantity to be reserved for MSE vendors owned by SC/ST and 3% out of this 25% the tendered quantity to be reserved for Women entrepreneur provided they match the L1 rates.

As this is a non-divisible tender, an MSE quoting in the price band L1 +15 % may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.

**ANNEXURE – VIII(b)**

**BIDDER TO SUBMIT ON THEIR LETTER PAD –**

**“BID SECURITY DECLARATION”**

Dated .....

We \_\_\_\_\_ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we will be suspended for the period of two years or the contract period whichever is later

Authorized Signatory,

**Restrictions on Ground of Defense of India and national Security:**

Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**ANNEXURE – VIII(C)**

**DECLARATION –**

**BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY**

**Dated -**

We \_\_\_\_\_ (Name the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that this bidder is not from such a country and is eligible to be considered.

Authorized Signatory,

**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.

I/We hereby also declare the following :-

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietor is a female – Yes / No [Kindly tick the appropriate category].

**ANNEXURE- IX**

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

- L. Proforma of the Bank Guarantee

**(Security Deposit)**

**Balmer Lawrie & Co. Ltd.**  
**5, J N Heredia Marg,**  
**Ballard Estate,**  
**Mumbai – 400 001.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Successful bidder) (hereinafter referred to as “the Successful bidder”) filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as “the said Tender”) for “Hiring of 10/12 MT capacity Hydraulic Crane at our Chittoor Plant” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Successful bidder.

The conditions of the said Tender, inter alia, require that the Successful bidder 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 Successful bidder) 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 Successful bidder ), 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 Successful bidder and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the successful bidder ) or to extend time of performance by Successful bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Successful bidder 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 Successful bidder 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 Successful bidders), 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:

**Annexure – X**

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

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

**The supplier declares herewith:**

- Legal compliance**
  - o to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery**
  - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- Respect for the basic human rights of employees**
  - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
  - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
  - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
  - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
  - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
  - o to comply with the maximum number of working hours laid down in the applicable laws;
  - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor**
  - o to employ no workers under the age of 18;
- Health and safety of employees**
  - o to take responsibility for the health and safety of its employees;
  - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
  - o to provide training and ensure that employees are educated in health and safety issues;
  - o to set up or use a reasonable occupational health & safety management system;
- Environmental protection**
  - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
  - o to minimize environmental pollution and make continuous improvements in environmental protection;
  - o to set up or use a reasonable environmental management system;
- Supply chain**
  - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
  - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

**ANNEXURE – XI**

N. 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	<a href="mailto:aggarwal.p@balmerlawrie.com">aggarwal.p@balmerlawrie.com</a>
2	Chennai	Mr. Manoj Karmakar	8124056521	<a href="mailto:karmakar.mk@balmerlawrie.com">karmakar.mk@balmerlawrie.com</a>
3	Chittoor	Mr. Pravin K Singh	9883325136	<a href="mailto:singh.pk@balmerlawrie.com">singh.pk@balmerlawrie.com</a>
4	Asaoti	Mr. D P Sharma	9717695849	<a href="mailto:sharma.dp@balmerlawrie.com">sharma.dp@balmerlawrie.com</a>
5	Taloja	Ms. Rekha	9867420162	<a href="mailto:rekha.rr@balmerlawrie.com">rekha.rr@balmerlawrie.com</a>
6	Vadodara	Mr. Vishal Gokharan	9819520229	<a href="mailto:vishal.g@balmerlawrie.com">vishal.g@balmerlawrie.com</a>

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

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