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**NOTICE INVITING TENDER**

**Tender No. 0100LE1826 dated 22.03.2021**

**Due date of Tender: 01.04.2021 at 17:00 hrs.**  
**Opening of Price Bid: 01.04.2021 at 17:15 hrs.**

Sealed Single Bid offers are invited for “Contract for carrying out Electrical Maintenance Job” in our Plant at Kolkata.

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

**Contact details**

**Contact Persons:**

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- **Introduction**

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

**A. Instructions for bidders**

1. **Please Refer to Annexure – II for detailed Scope of Work.**

2. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid**.

3. Important points to be noted

4.1 Due date for submission of bids: 01.04.2021 at 17:00 hrs.

4.2 Price Bid Opening 01.04.2021 at 17:15 hrs.

All Bids are to be completed online 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 service.

The successful bidder will be the service provider.

**The service to be provided at Balmer Lawrie & Co. Ltd. Industrial Packaging,  
P4/1,Oil Installation Road,Paharpur,Kolkata-700 088**

This document is the Tender.

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

4. Bid Security – As per Annexure VIII -B

5. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8.3

Format of Tender

6. Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Vendors Obligation	V
6	Price Bid	VI
7	BG Format	VII
8	GST Compliances & Vendor Details	VIII & VIIIA
9	Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, CPPP Declaration and Restriction on ground of Defense of India & National Security	IX –A,B,C,D

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.

#### **Late Bids**

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

#### **Bid Validity**

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

#### **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 of the work.
- ii. Conflict of interest between the bidder and the Company is detected at any stage.

#### **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*).

Contractors, vendors, who are having unresolved issues, disputes, complaint, legal or court cases against the company, will not be eligible to participate in the tender.

**ANNEXURE-I**

**GENERAL INFORMATION**

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

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

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

**Corrigendum to tender:**

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

**ANNEXURE-II**

**SCOPE OF SERVICE/WORK.**

A Competent Certified Electrical Supervisor is required for:

- 1) Trouble shooting for HT breaker, Transformers, LT panels, Compressors and EOT Crane.
- 2) Trouble shooting for electrical faults throughout the Plant( IP-Kolkata).
- 3) De-energizing of all plant and machinery items of IP-Kolkata.
- 4) Trouble shootings for IT gadgets i.e., UPS etc.
- 5) For regular switching on and off, of PLC Panels, till such time it is dismantled and stock transfer.

**Visit:** Minimum 3 days visit in a week at our factory for inspection, supervision and Rectification job and you will have to attend in case of emergency.

- **Please submit your rate per month basis along with extra time job on normal day and Sunday/holidays.**

**The Vendor should visit the site to asses the quantum of job before submitting their offer.**

1. **Working Hour:** Our normal working schedule is 8:00AM to 04.30 PM (including ½ hr will be given for lunch break). However the plant may run beyond the normal schedule in case higher demand and the service provider will have to carry out job beyond normal schedule. Service provider will be intimated one day in advance for such working beyond normal schedule

**ANNEXURE-III**

**SPECIAL TERMS & CONDITIONS**

1. The bidder means all parties/firms who respond against this tender notice and successful bidder(s) mean party/parties, with whom the order is placed and shall be deemed to include the bidder's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for "**Contract for carrying out Electrical Maintenance Job**  
**" as per Annexure-II**
3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.  
  
ii) Bidder should quote online in the Price Bid format.
4. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
5. **Period of contract – 01.04.2021 to 31.09.2021 [tentative]**
6. **Tender Evaluation - The tender would be finalized on the basis of Lowest L1.**
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. 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.

**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.

9. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.

**ANNEXURE-IV**

**GENERAL TERMS & 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 Work for the tender shall be as mentioned in Annexure II.

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

6. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

7. **PAYMENT TERMS**

Monthly one consolidated bill, duly certified by the officer-in charge, to be submitted along with all statutory documents like ESI/PF challan etc. of the previous month by 7<sup>th</sup> of the following month, for which payment will be released within 30 days from the date of submission of the 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.

8. **SECURITY DEPOSIT:**

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 Kolkata

The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful completion of the contract for the tendered services

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 Contractor in the event of :-**

- Unsatisfactory services i.e failed to fulfill the results as per the requirement of the Company during the validity of the contract.

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

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

#### **9. Price**

The rate quoted should be per month basis along with extra time job on per hour basis.

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic. Unless otherwise agreed to in terms of the purchase order, the price shall be Firm and not subject to escalation for any reason whatsoever till execution of entire order.

#### **10. 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 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 /rectify any rejected or defective material 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 discontinue the supply as per the purchase order.

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 Security Deposit will be forfeited.

11. All entries in the tender documents should be in ink or typed and there should be no erasers or overwriting. All corrections should be attested under the full signature of the Contractor.
12. Contractor should carefully study all the tender documents before quoting their rates. No alterations will be allowed after the tender is opened.
13. Late tenders/delayed tenders including postal delay and those not conforming to the prescribed terms and conditions,
14. Company reserves the right to accept any tender in whole or in part and rejects any or all tenders without assigning any reason. Company is not bound to accept the lowest tender and reserve the right to accept one or more tenders in part. The decision of Company in this connection will be final.
15. In case of unsatisfactory performance of the Contractor, failure to adhere to prescribed norms or misbehavior with employees of Company etc., Company reserves its right to cancel part or whole of the contract or to deduct such amounts as Company may deem reasonable due to the loss of goodwill, business, or material from the security deposit. In such a case, Company also reserves its right to get balance portion of the job executed through other means at the entire risk and cost of the Contractor.
16. The Contractor shall hold Company harmless and indemnified from and against all claims, charge and cost for which Company may be held liable under the Workmen' Compensation Act / ESIC (whichever is applicable) and or under any other Act which is prevailing in the Maharashtra State Government and amendments thereof and expenses which Company may be made to bear by them in respect of injuries to the servants and employees of Company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the Contractor his agents or his employees in carrying out the job of the Contractor.
17. Wherever any dispute regarding the jobs in day to day operations arises, the decision of the Officer-in-charge/Plant incharge in writing shall be final and binding on the Contractor.
18. **RISK PURCHASE**  
In case services are not effected as per given schedule, we reserve the right to cancel the order placed on you, and get the job done from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**19 HSE Clause**

1.	<b>HSE REQUIREMENTS BY CONTRACTORS</b>
<u>A</u>	Housekeeping
i	Contractors shall ensure that their work area is kept clean tidy and free from

	debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.
<b>B</b>	<b>Confined Space</b>
i	<p>Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed</p> <p>As minimum Contractors must ensure the following:</p> <ol style="list-style-type: none"> <li>a. Confined spaces are kept identified and marked by a sign near the entrance(s).</li> <li>b. Adequate ventilation is provided</li> <li>c. Adequate emergency provisions are in place</li> <li>d. Appropriate air monitoring is performed to ensure oxygen is above 20%.</li> <li>e. Persons are provided with Confined Space training.</li> <li>f. All necessary equipment and support personnel required to enter a Confined Space is provided.</li> </ol>
<b>C</b>	<b>Tools, Equipment &amp; Machinery</b>
i	<p>The Contractor must ensure that all tools &amp; equipment provided for use during the Work is:</p> <ol style="list-style-type: none"> <li>a. suitable for its intended use;</li> <li>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);</li> <li>c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.</li> <li>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.</li> </ol>
<b>D</b>	<b>Working at Height</b>
	<p>Any Work undertaken where there is a risk of fall and injury is considered to be working at height.</p> <p>For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.</p>
<b>E</b>	<b>Fall Prevention System :</b>
	Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.
<b>F</b>	<b>Fall Protection Systems</b>
	<p>Where fall protection systems are used then the Contractor must ensure the following is applied:</p> <ol style="list-style-type: none"> <li>1. Only approved full body harness and two shock-absorbing lanyards are used,</li> <li>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,</li> <li>3. Anchorage points must be at waist level or higher; and capable of</li> </ol>

	<p>supporting at least the attached weight,</p> <ol style="list-style-type: none"> <li>4. Lifeline systems must be approved by Owner before use.</li> <li>5. Use of ISI marked industrial helmet at all point of time.</li> </ol>
G	Scaffolding
	<p>All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.</p>
H	Stairways and Ladders
	<p>Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.</p> <ol style="list-style-type: none"> <li>1. Fabricated ladders are prohibited.</li> <li>2. Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.</li> <li>3. Ladders will never be tied to facility services piping, conduits, or ventilation ducting.</li> <li>4. Ladders will be lowered and securely stored at the end of each workday.</li> <li>5. Ladders shall be maintained free of oil, grease and other slipping hazards</li> <li>6. 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.</li> <li>7. Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, &amp; removed from the Site by end of the day.</li> </ol>
I	Lifting Operations
	<ol style="list-style-type: none"> <li>1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.</li> <li>2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.</li> </ol>
J	Lockout Tag out ("LOTO")
	<p>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.</p>
K	Barricades
	<p>Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where</p>

	necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used .Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.
L	Compressed Gas Cylinders
	Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.
M	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. c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.
N	Hot Works
	A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.
i.	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.
O	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, vapors.

- Violation of any safety rule would lead to penalty of Rs 1000/ per violation observed at the site.

## 20. ARBITRATION

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavor to settle such dispute amicably.

If not, such dispute or difference shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by C&MD, Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Kolkata, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.

## 21. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Head[IP], Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

## 22. 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.

## 23. Delay in providing services

The bidder shall try to complete the job as mentioned in the scope of work within the stipulated time. Delays in completion will attract risk purchase clause as mentioned in Clause no. 18.

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

**ANNEXURE-V**

**VENDORS OBLIGATION**

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

Company, which also includes termination of contract with consequences in this behalf.

- 11) The Contractor shall arrange to obtain necessary entry permits from Officer-in-charge for the personnel engaged by him and issue them identification cards.
- 12) The Contractor or his personnel would not tamper with any property of the Company. In case of any default, damage as assessed by the Officer-in-Charge, whose assessment shall be final and binding on the Contractor, shall be payable by the Contractor.
- 13) Wherever any dispute regarding the job arises, the decision of the Officer-in-Charge would be final and binding on the Contractor.
- 14) The labour engaged by the Contractor shall conduct them self soberly and temperately while on duty. The Labour shall not indulge in any acts of in-discipline, in-subordination or rowdism.
- 15) While being on duty, if the Contractor's workmen sustain any injury, the responsibility for providing treatment or payment of compensation, as the case may be, shall lie on the Contractor only.
- 16) In case of labour unrest or dispute arising out of the non-implementation of any law, rules or award or applicable condition or for any other cause the responsibility shall solely lie with the Contractor to ensure that continuity, quality and efficiency of the work and to ensure that the unrest or dispute is quickly and efficiently resolved. The Contractor shall keep the Company and its employees indemnified from and against any loss or damage to person or property and shall take all measures necessary to protect the person or property of Company at his risk and cost.
- 17) **CONTRACT LABOUR REGULATIONS**
  - a) The Contractor shall obtain the required contract labour license issued by the authority designated under the Contract Labour (Regulation & Abolition) Act- 1970. The Contractor shall not undertake or execute any work through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer.
  - b) The Contractor shall not undertake or execute or permit any other agency or sub-Contractor to undertake or execute any work on the Contractor's behalf through contract labour except under and in accordance with the licence issued in that behalf by the Licencing Officer or other authority prescribed under the Contract labour (Regulation & Abolition) Act-1970.
  - c) The Contractor will maintain all the statutory required registers, returns of the workmen engaged by him as prescribed under the act.
  - d) A copy of the above wage cum muster register has to be submitted along with each month's bill. Payment will not be made till the Contractor submits the aforesaid register.

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

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

**18) PAYMENT OF MINIMUM WAGES**

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

**19) PAYMENT OF WAGES**

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

**20) PAYMENT OF BONUS**

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

**21) SAFETY AND WELFARE**

- The Contractor shall be responsible for providing and maintaining various safety and welfare amenities in respect of the personnel engaged by him as per the provisions of Factories Act, 1948.
- The Contractor shall arrange to keep rest room / change room, toilet facilities and drinking water facilities provided to the personnel engaged by them in proper safe and hygiene condition.
- The Contractor shall provide safety clothing, safety shoes (2 pairs) etc. to the personnel deployed by him for carrying out the jobs in the factory premises, as required.
- First aid medical facility will be made available at the plant and all employment injuries shall be attended to immediately by the Contractor.
- Any loss or damage that may arise to the Company on grounds of non-compliance with the above safety and welfare provisions shall be to the account of the Contractor.

**22) WORKMEN COMPENSATION**

In case the area where the Plant is located is not covered under ESI Act, 1948, then the Contractor shall organize insurance coverage through Workmen's Compensation Insurance Policy as per the Workmen's Compensation Act and any other Industrial



Legislation that may be applicable, from time to time, for the prescribed amount of sum assured providing for payment of compensation in the event of death, injury or accident to persons engaged in course of or in connection with employment. The cost of the Workmen's Compensation Policy will be borne by the Contractor.

**23) SUSPENSION OF WORK:**

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

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

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

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

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

**25) CONFIDENTIALITY / SECURITY**

The successful Contractor would have to acknowledge that any confidential information received by them from BL or to which it has access, in connection with

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

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

**ANNEXURE-VI**

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

**PRICE BID FORMAT**

SI No.	Job Description	Quantity	UOM	Rate	Total Value (Rs.)
A					
1]	Contract for carrying out Electrical Maintenance Job Rate/month	6	Months		
2]	Rate per hour for extra hours & holidays		Hours		
3]	Total				
4]	GST		%		
5]	Total Amount[In figures]				
6]	Total Amount[In Words]				

Note :

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

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

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

ANNEXURE- VII

**(To be provided by successful bidder only)**  
**Proforma of the Bank Guarantee**  
**(Security Deposit)**

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred as “the said Tender”) for “-----” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

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

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given

by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**A. GST Compliances (If Applicable)**

**Annexure -VIII**

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

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

**B. DETAILS OF VENDOR -- Annexure VIII-A**

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 applicable)	
20	HSN /SAC Code for Supply/Service (if applicable)	
21	GST rate (in %) applicable for Supply/Service to be provided. (if applicable)	
22	Composition Scheme Applicable (if 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] (if applicable)	
25	Exemption No. (if applicable)	
26	Exemption Percentage (if applicable)	
27	Exemption Reason(if applicable)	
28	Exempt From (if applicable)	
29	Exempt To (if applicable)	

**IX - (A) - 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 declared that the value addition for the material supplied/ to be supplied is made at  
following locations:

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

Authorized Signatory,

**IX (B) DECLARATION –**

**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 security deposit 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.

**IX (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,

**IX (D) DECLARATION**

**CPPP DECLARATION**

**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 / proprietors is a female – Yes / No [Kindly tick the appropriate category].