



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. 0100LM1731 dated 15.12.2020

Due date of Tender: 28.12.2020 at 17:00 hrs.
Opening of Price Bid: 28.12.2020 at 17:05 hrs.

Online Two Bid e-Tender is invited for supply of “Screen Printing Inks & Reducer” to our Plants located at Taloja(Navi Mumbai), Chennai, Chittoor & Asaoti. 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

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Mr. Tushar Ingale Mobile -9769015541 Email id – ingale.td@balmerlawrie.com 2.Mr.Sanket Thakur Mobile -9967524819 Email id - thakur.ss@balmerlawrie.com	Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 Escalation level 1 – Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 -Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

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 Two bid e-Tenders are invited from reputed suppliers/manufacturers for supply of "Screen Printing Inks" as per detailed specification contained in Annexure I of this tender for our plants at Taloja(Navi Mumbai), Chennai, Chittoor & Asaoti. **Please Refer to Annexure – I for detailed Scope of Supply.**
2. The tender is invited in **Two-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of Pre-Qualification Criteria (Unpriced Bid) - Annexure-II & Price Bid Annexure-III. **Only Price Bids of those bidders shall be opened who will satisfy all Pre-Qualification Criterion as written in Annexure- II**
3. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

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.

4. Important points to be noted

4.1 Due date for online bid submission : 28.12.2020 at 17:00 hrs.

4.2 Online Technical bid opening : 28.12.2020 at 17.05 hrs.

All Bids are to be completed and submitted online in accordance with tender requirements within the due date as mentioned. The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

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 –IX(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.

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/ newspapers. 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 7	
C	General Terms & Conditions	7 to 9	
D	Annexure I – Scope of Supply	10 to 11	I
E	Annexure II – Prequalification Criteria	12	II
G	Annexure III – Price Bid	13 to 14	III
H	Annexure IV – Addresses of Balmer Lawrie location	15	IV
I	Annexures V – Bank Details for SWIFT/RTGS Transfers	16	V
J	Annexure VI – Conditions for Online Bid submission	17 to 18	VI
K	Annexure VII – GST compliance undertaking	19	VII
L	Annexure VIII – Details of Bidder	20	VIII
M	Annexure IX- (a) Local & Import Content Certificate (b) Bid Security Declaration (c) Restrictions on Ground of Defense of India and National Security. (d) CPPP Declaration	21 to 22 23 24 to 25 26	IX
N	Annexure X – Format for BG to submit Security Deposit	27 to 28	X
O	Annexure XI – Code of Conduct for Balmer Lawrie & Co. Suppliers/Contractors	29	XI
P	Annexure XII – List of designated Officers responsible for releasing payment.	30	XII

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.

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. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- VIII 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.
- v. 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 Supply

The complete scope of supply has been defined in Annexure I of the tender document. Only those bidders who take responsibility and bid for the complete scope of supply 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:

a. Price Bid (Annexure III is Price Bid)

The tender would be finalized on the basis of Lowest Nett delivered price (NDP) shadewise Annexure III. In case there is a tie between bidders at L1 position, the item quantity will be distributed equally. In case the quantity is not divisible then the L1 bidders will have to submit discount for the particular shade in a sealed envelope. Thereafter the L1 position will be decided.

Quantity will be drawn on monthly basis as per call up from the Plant.

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

The quoted price should be firm till the completion of the Order quantity placed on the successful bidder.

Price bid should be filled as per the online Price Bid format provided.

- b. After submission of bid online, the bidders are requested to submit hard copies of documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office [Basement] at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001.

Responses from 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 the subsequent Tenders.

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 – IX(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-XII) 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.

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:

Our payment terms are as follows:

Payment for the accepted material will be made within **30 days** from the date of receipt of the material or bill whichever is later. Payments for supply at different locations shall be made from the respective location.

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.

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.

Kindly refer Annexure - XIV pertaining to queries regarding invoices/payment.

4. Risk Purchase

In case delivery of material is not effected as per given schedule, we reserve the right to prune the order quantity to the extent it is purchased from the market at your cost and risk. The deduction on account of such procurement, if any, will be recovered from your due payments / security deposit.

5. Period of Contract :

The Contract if any awarded against this tender will be valid from January, 2021 to December, 2021 or till the completion of the ordered quantity, whichever is later, the spill over quantity, if any, will be carried forward with mutual consent.

6. Testing / Inspection

i) Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.

7. Delivery Of "Screen Printing Ink"

i) To our various Plant [addresses given in Annexure IV). Delivery schedule should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.

ii) The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material should be suitably protected from water ingress especially during monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packaging.

iii) All costs related to unloading & stacking of material at the plant shall be at the supplier's account.

8. Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

9. 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.
10. No fresh conditions apart from those mentioned above will be accepted. Tenders with conditions will be treated as rejected.
11. 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.

Despatch Instructions:

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior inspection testing and release notes/Materials Acceptance certificates issued by inspectors/BL. The goods shall be consigned in the name of consignee viz

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 Supply

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

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Risk Purchase Clause as mentioned in Special Terms & Conditions Clause no. 4.

8. Delay due to Force Majeure

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

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

9. Sub-Contracts

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

10. 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.

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- 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 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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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

D. SCOPE OF SUPPLY

Annexure-I

Shade	Type	Pack (kg)	Qty (kgs)
IP-Taloja (Navi Mumbai)			
Super White	Light Fastners	1	500
Black	Regular	1	250
Castrol Red	Regular	1	250
Golden Yellow Ink [*]	Regular	1	120
Peacock Blue	Regular	1	48
Penton 7687 Blue Ink	Regular	1	48
Pentone Blue 2745c Ink	Regular	1	32
Grey Ink	Regular		32
Ink Reducer	Regular	1	1000
IP-Asaoti			
Azure Blue	Regular	1	100
Black	Regular	1	240
Castrol Red	Regular	1	300
Golden Yellow	Regular	1	200
White	Regular	1	600
Royal Blue	Regular	1	100
Royal Rich Blue	Regular	1	50
Orange	Regular	1	50
Reducer	Regular	1	150
IP-Chittoor			
Black	Acrylic/Gloss	1	50
Castrol White	Acrylic/Gloss	1	900
Castrol Red	Acrylic/Gloss	1	50
Golden Yellow	Acrylic/Gloss	1	60
Rich Royal Blue	Acrylic/Gloss	1	30
Pentone 293C	Acrylic/Gloss	1	50
TSP Green	Polybond	1	100
SS Grey VPS 1315	Acrylic/Gloss	1	150
Juton Blue Print Ink SS VPS 1281	Acrylic/Gloss	1	240
Reducer	Polybond	1	550
IP-Chennai			
Black	Acrylic	1	150
Castrol Red	Acrylic	1	150
Golden Yellow	Acrylic	1	50

SS Grey	Acrylic	1	100
Special Gulf Blue [SU-00109-12][**]	Acrylic	1	300
Juton Blue	Acrylic	1	150
Penton 293C Blue	Acrylic	1	100
White	Acrylic	1	500
Reducer	Polybond	1	800

[*] Golden Yellow & [] Gulf Blue**

The panel for the said shades are available at our Ballard Estate Office. Request you to kindly collect the same before submission of your offer.

Note:

1. The item is to be supplied in one Kg air tight metal containers.
2. Interchange of order quantity among shades within the awarded order value of the contract shall be applicable at the sole discretion of BL.

ANNEXURE – II

E. PRE-QUALIFICATION CRITERIA

SR NO.	Criteria	Documents need to submit
1	The bidder shall have at least two years' experience in the supply of Similar type of material.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	PAN Number	Copy of PAN CARD
3	GST Number	Copy of GST Certificate
4	Declarations - (a) Local & Import Content Certificate (b) Bid Security Declaration (c) Restriction on ground of Defense of India and National security (d) CPPP Declaration	Self-Declaration from bidder on company's letter head As per Annexure – IX (a)(b)(c)(d)

Only those Vendors who meet the above Pre-qualification criteria will be qualified for opening of Price Bid subsequently.

For bidder whose annual threshold limit of turnover is Rs.40 Lakhs is exempted for qualification in above clause 3

ANNEXURE III

F, PRICE BID – to be filled by BIDDER

Shade	Type	Pack	Qty	Basic	GST (%)	Total value
		(kg)	(kgs)	Rate/kg		
IP-Taloja (Navi Mumbai)						
Super White	Light Fastners	1	500			
Black	Regular	1	250			
Castrol Red	Regular	1	250			
Golden Yellow Ink [*]	Regular	1	120			
Peacock Blue	Regular	1	48			
Penton 7687 Blue Ink	Regular	1	48			
Pentone Blue 2745c Ink	Regular	1	32			
Grey Ink	Regular		32			
Ink Reducer	Regular	1	1000			
IP-Asaoti						
Azure Blue	Regular	1	100			
Black	Regular	1	240			
Castrol Red	Regular	1	300			
Golden Yellow	Regular	1	200			
White	Regular	1	600			
Royal Blue	Regular	1	100			
Royal Rich Blue	Regular	1	50			
Orange	Regular	1	50			
Reducer	Regular	1	150			
IP-Chittoor						
Black	Acrylic/Gloss	1	50			
Castrol White	Acrylic/Gloss	1	900			
Castrol Red	Acrylic/Gloss	1	50			
Golden Yellow	Acrylic/Gloss	1	60			
Rich Royal Blue	Acrylic/Gloss	1	30			
Pentone 293C	Acrylic/Gloss	1	50			
TSP Green	Polybond	1	100			
SS Grey VPS 1315	Acrylic/Gloss	1	150			
Juton Blue Print Ink SS VPS 1281	Acrylic/Gloss	1	240			
Reducer	Polybond	1	550			
IP-Chennai						
Black	Acrylic	1	150			

Castrol Red	Acrylic	1	150			
Golden Yellow	Acrylic	1	50			
SS Grey	Acrylic	1	100			
Special Gulf Blue [SU-00109-12][**]	Acrylic	1	300			
Juton Blue	Acrylic	1	150			
Penton 293C Blue	Acrylic	1	100			
White	Acrylic	1	500			
Reducer	Polybond	1	800			
TOTAL VALUE						
GST						
GRAND TOTAL VALUE						

[*] * [] Kindly quote as per the shade panel available at our Ballard Estate Office.**

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

G. ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS

- 1. Balmer Lawrie & Co. Ltd.,
Industrial Packaging,
32,Sathangadu Village,Manali,
Chennai-600 068,Tamilnadu.**
- 2. Balmer Lawrie & Co. Ltd.Industrial Packaging
62,Patnam Village,Patnam Post
Thavanampalle Mandal, Araconda Road,
Chittoor-517131,Andhra Pradesh.**
- 3. Balmer Lawrie & Co Ltd, Industrial Packaging
Vill: Piyala, PO Asaoti
Faridabad (Haryana) – 121102**
- 4. Balmer Lawrie & Co Ltd, Industrial Packaging
G 15,16,17, MIDC,
Taloja, District – Raigad (Maharashtra) – 410208**

ANNEXURE V

H. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

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

ANNEXURE-VI

I. 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
 2. Mr. Tuhin Ghosh, Mob 08981165071 Email – tuhin.ghosh@c1india.com
 3. Mr. Partha Ghosh, Mob 8811093299 email – partha.ghosh@india.com
 4. Mr. CH Mani Sankar, Mob 8939284159 email – chikkavarapu.manisankar@c1india.com
 5. Ms. Ujwala Shimpi, Landline (022)66865608 email – 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

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.

J. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIII attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

K. DETAILS OF VENDOR

ANNEXURE - VIII

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 – XI(a)

L. 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 04th 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 – IX(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 – IX©

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,

Annexure – IX(d)

**L. 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- X

(To be provided by Successful bidder only)

**M. 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 “Providing Mechanical Services to our Taloja 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 al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. **00.00** (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

Annexure – XV

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

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

The supplier declares herewith:

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

ANNEXURE – XVI

O. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT

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

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

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

Company Authorized Signatory
(Seal & Stamp)