



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258209/66258215
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1758 dated 18.12.2020.

Due date of Tender : 28.12.2020 at 15:00 hrs.
Opening of Price Bid: 28.12.2020 after 15:15 hrs.

Online Two Bid e-Tender is invited from MSE Vendors only for supply of “Special type rubber Gaskets” for sealing of top lid of 210 Litres Capacity Open Top M.S.Drums for our plants at Silvassa (UT Of D&NH), Asaoti (Faridabad), Chennai , Chittoor(AP) & Baroda 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.

THE ABOVE TENDER IS A SPECIAL DRIVE FOR MSE VENDORS ONLY.

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,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1.Shri A.S.Das , Mob.07600067189 Land Line No.022 66258216 e.mail: das.as@balmerlawrie.com 2.Smt Snehal J Gaikwad, Mob.09665779785 Land Line No.022 66258203 e.mail:gaikwad.s@balmerlawrie.com	Contact Person Mr. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr. Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4. Mr. CH. Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 5. Mr. Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

1. Introduction

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

A. Instructions for bidders.

1. Online Two bid [Pre-qualification Criterion & Price bid] e-Tenders are invited from registered MSE manufacturer who can supply of "Special type rubber Gasket" as per detailed specification contained in Annexure I of this tender for our plants at Silvassa, Asaoti, Chennai & Chittoor.
2. **Please Refer to Annexure – I for detailed Technical Specifications and quantity.**
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre-Qualification Criterion & Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids on Line 28.12.2020 at 15:00 hrs

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

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**" **BL would be the Purchaser/Owner for the tendered item.**

The successful bidder will be the Supplier.

This document is the Tender.

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

Earnest Money Deposit(EMD) : This is a special drive for MSE vendor.

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) /UDYAM number are exempted from payment of Earnest Money Deposit and also eligible for any other benefit applicable to MSE's mentioned in this tender document. Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public

Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure –VIII.

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

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

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 12

6. Award of Contract

6.1. As per the purchase policy set by Government of India for Government and PSU organizations, recommended 4% of tendered quantity will be reserved for MSE vendors owned by SC/ST and 3% will be for Women entrepreneurs provided their rates should be within L1 + 15% slab. The above bidders, if not L1 bidders, would be required to match with L1 rates to get the award of the allotted quantities mentioned above.

6.2. In the event of non- participation by SC/ST/Women entrepreneurs , total tendered quantity will be kept open for general MSE bidders.

In that case :

6.3 The order quantity will be split in between the L1 & L2 parties in the ratio of 70:30 provided the L2 party matches rate with L1 rate. In case L2 tenderer does not agree to match L1, then L3/L4/L5....so on tenderer will get chance to match rate with L1. In case no other tenderer agrees to match L1 rate, then 100% order will be placed on L1 party.

In the event there are more than one L1 bidder after evaluation, then the quantities will be split equally amongst all the L1 bidders. In case , the company feels that there is further scope for negotiation, then fresh quotes in sealed envelopes will be sought from the L1 bidders only. Based on Revised quotes, the fresh L1 will be allocated 70% and fresh L2 will be allocated 30% of this quantity subject to matching the Revised L1 rate. In case there are more than one parties then the procedure as in 6.3 above will be followed.

If, despite following all these steps, there are more than one L1, then the quantity shall be equally distributed amongst all such bidders.

6.4. In the event of the original L1 bidder belongs to SC/ST Categories or MSE run by Women entrepreneurs, order quantity will be split in to 70:30 ratio as per the conditions described in the above paragraphs(Point 6.3) between L1 & L2/L3/L4/L5....(agrees to match with L1) bidders irrespective of category.

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

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

The spill over quantity, if any, will be carried forward with mutual consent.

8. 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.

9. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – Technical Specifications with quantity
- E. Annexure II A– Pre-qualification Criteria .
Annexure II B – Price- Bid
- F. Annexure III – Code of Conduct for BL's Suppliers
- G. Annexure IV – Draft (Format for "Bank Guarantee for Security Deposit.")
- H. Annexure V - BANK DETAILS FOR SWIFT/RTGS TRANSFERS
- I. Annexure VI - Conditions for Online Bid submission
- J. Annexure VII , VIIA & VIIB - GST Compliance , vendor details & Drawings
- K. Annexure VIII - Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, CPPP Declaration and Restriction on ground of Defense of India & National Security

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.

10. Late Bids

No bidding is admissible in the E.Proc platform after the bid closing date. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

11. Bid Validity

The offer shall remain valid for a period of 60 days from the date of opening of the Price Bid.

12. Bid Rejection Criteria

A bid may be rejected

- i. If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- ii. If Conflict of interest between the bidder and the Company is detected at any stage.
- iii. Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional 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.
- iv. **Contractors, vendors, 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.**

13. Clarifications

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

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

14. Complete Scope of Work/Supply

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

15. 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 dis-qualification from further consideration of the bid.**

16. 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.

17 a. Pre-qualification Criteria: Annexure IIA

b. Price Bid: (Annexure-IIB) is Price Bid

The lowest bidder will be decided on the Nett delivered Price on location wise in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value.

The Price bid should not contain any information other than the price.

Price bid should be filled ON LINE as per the format provided (Annexure-IIB).

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

18.Stocks

Successful tenderer shall maintain sufficient stock in their stock point to cater periodical call ups to be given by BL-Plants. BL's official may visit the facility to verify the same.

19.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.

20. Testing / Inspection

- i] Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii] It must be noted that it is not incumbent upon the company to check and test each and every lot of "tendered item". The Company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective Plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

21. DELIVERY OF "Special type Rubber Gaskets"

- i) To our plants at Silvassa, Asaoti(Faridabad), Chennai, Chittoor & Baroda. Delivery schedule will be given time to time for different locations should be strictly adhered. The supplier shall complete the supplies of ordered quantities within the stipulated period as mentioned below (if not mentioned in the call up) :
- Within 7 days if the Manufacturer's address within the state of BL- delivery location.
 - Within 10 days if the Manufacturer's address is not within the same state of BL-delivery location.
 - All costs related to unloading & stacking of material at the plant shall be at the suppliers account.

Note: The quantity may vary plus/minus 10% as per market demand.

22. 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.

B. SPECIAL TERMS & CONDITIONS

- The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
- Purpose of Contract:**
This contract is for Supply of "**Special Rubber Gaskets**" as per Annexure-I
- Bidders should quote in the on line Price Bid format. Quotations should contain Basic rate and GST only. Freight should be included with the Basic rate.
- The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
- Period of Contract** – As per Purchase Order released for the period from **Jan'21 to June '21 [Tentative] OR till exhaust of the quantities.**
- Tender Evaluation**

The tender would be finalized on the basis of Item wise Lowest Nett Delivered Price (NDP) for each location as shown in Annexure -I.
- 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. Lowest bidder will be decided on Item & location wise.**
9. **Packing & Marking**
The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.
10. **Despatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be despatched without prior receipt of purchase order issued by BL.
11. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of material or adherence of specified 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 (s).

C. 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 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, 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 from the date of PO in writing or through email.

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. **Earnest Money Deposit:** This tender is a special drive for **MSE Vendors only** and EMD amount is exempted for this Tender. Successful vendor/s is/are advised to deposit SD amount with in 10 days on receipt of PO.

7. MSE vendors are requested to submit Udyog Adhaar Memo Certificate/UDYAM Number as a proof of their MSE profile.

8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.
9. **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.

10. **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 material with valid Invoice . Payments shall be made from the location of delivery.

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

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

Consignment should be accompanied by valid GST Invoice . Invoices will not be accepted by us for payment without the consignee's acknowledgment in the delivery challan /Invoice.

DEDUCTION OF TDS_: TDS deducted from vendor payment will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. 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.

11. **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 Mumbai. (Ballard Estate Office, 5, J.N.Heredia Marg, Mumbai-400 001 or Bank Guarantee **valid for 9 months** in BL's format (**Annexure-IV**) only.

The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

12. **RISK PURCHASE**

In case delivery of material is not effected , 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.

13. **ARBITRATION**

a) 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

b) 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.

14. 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 C&MD, 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.

15. 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.

16. Delay in Delivery

The bidder shall try to complete the delivery as mentioned in Clause 21 under "Instruction For Bidder". Delays in delivery will attract Risk Purchase clause as mentioned in Clause no. 12 of General Terms & Conditions of this tender.

17. Price

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.

18. 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.
- viii. BL reserves the right to terminate the contract with a notice period of One month.

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.

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

Bidder's Signature with Stamp

Date :

Co's Name :

D. SCOPE OF SUPPLY

“Special type Rubber Gaskets”

Special type rubber Gaskets for sealing of top lid of 210 Litres Capacity Open Top M.S.Drums for our plant at Silvassa, Asaoti, Chennai, Chittoor & Baroda

S.NO	Item Code	Description	Plant	Unit of Measurement	Qty.
1	1002970	Special type Rubber Gasket as per drg no.BL/SB4/B-1 Natural Sponge Rubber , Length :1775 mm plus / minus 5mm, Colour- Black	Silvassa	(UOM) Nos.	63000
2	1000164	Special type Rubber Gasket D type. Colour-Black, Natural Sponge Rubber, as per drawing no.BL/SB4/C-1 (Revised) Length : 1800 mm plus / minus 5 mm	Chennai	Nos.	30000
3	1001017	Special type Rubber Gasket D type. Colour-White, Natural Sponge Rubber, as per drawing no.BL/SB4/C-1 (Revised) Length : 1800 mm plus / minus 5 mm	Chennai	Nos.	15000
4	1002548	Natural Sponge Rubber Gasket , Length :1775 mm plus / minus 5mm, Colour- Black	Asaoti	Nos.	35000
5	1000401	Round Solid Rubber Gasket , Length – 1700mm , 6mm DIA	Asaoti	Nos	15000
6	1000164	Special type Rubber Gasket D type. Colour-Black, DRG NO.BL/SB4/C-2 Length : 1800 plus / minus 5mm.	Chittoor	Nos	20000
7	1002970	Special type Rubber Gasket as per drg no.BL/SB4/B-1 Natural Sponge Rubber , Length :1775 mm plus / minus 5mm, Colour- Black	Baroda	Nos	6000

NB : Quantities may vary +- 5% .

Note: 1. The joining of two ends should pass 180 degree bend and should not open up for item no 1-9.

2. Hardness-30 to 40 on Shore Scale

3.Rates should be inclusive of all other charges like , Packing & Forwarding, Delivery charges etc.

Specifications of Spl. Type Rubber Gasket are as under:-

1. Colour – Black / White (as per specifications)
2. Material- Natural Rubber
3. Type- "D" Type/ Round
4. No. of Joint : One and only One (i.e. Single). The joining of two ends should pass 180 degree bend (no joint for Sl. No.4)
5. Size : Diameter 580 mm or as per given Sample (based on its fitment inside the curl of our Open Top Lid)
6. Flat Width : as per specific Drawing.
7. Thickness: as per specific Drawing
8. Shore Hardness: 30 - 40
9. No Blow holes
10. No Foreign particles embedded into Rubber
11. No Scratches i.e. no roughness i.e. Smooth surface
12. No Sissing Defect ("Break the Rubber into two parts and Rub face to face on broken cross section- No Rubber/dust particle should develop")
13. On Twisting it should not break.
14. On Nail scratching it should not release rubber particles.
15. Shelf life : not less than 6 months.

Gasket Should be Dry and free from Moisture.

E. ANNEXURE IIA

PREQUALIFICATION CRITERIA

SR NO	Criteria	Documents need to submit
1	The bidder shall have at least Two years of experience in supplying of similar type of material/service in past 2 years.	Certificate of Incorporation/Certificate of Registration/Trade License/Factory License to be submitted for experience .
2	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
3	The bidder is required to attach documentary evidences of successful supply of tendered mentioned item or similar type of material / service in last 7 years.	Purchase Order copies /Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria
4	Participation of MSE Vendor	Udyog ADHAAR No./UDYAM Number
5	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19 (GSTR-1 &GSTR-3B)	Copy of (GSTR-1 &GSTR-3B)
6	Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company (Balmer Lawrie & Co.Ltd) 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.	Self-Declaration on Company's letter head with Sign and Stamp
7	Declarations - <ul style="list-style-type: none"> a) Local & Import Content Certificate b) Bid Securing Declaration c) Restriction on ground of Defence of India and National Security CPPP Declaration	Self-Declaration from bidder on Company's letterhead as per Annexure- VIII

E. SAMPLE PRICE BID

ANNEXURE-IIB

1.SILVASSA

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1002970	Special type Rubber Ring	63000	(UOM) Nos.		
2.		GST		%		
3.	TOTAL (1+2)					
3.						

2.CHENNAI

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1000164	Special type Rubber Gasket	30000	(UOM) Nos.		
2	1001017	Special D type Rubber Gasket White	15000	Nos.		
3.		GST (on val. 1+2+3+4)		%		
4.	TOTAL (1+2+3+4)					

3.ASAOTI

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1002548	Special type Rubber Gasket black	25000	(UOM) Nos.		
2		GST (on val. Sl.1+2)		%		
3	TOTAL (1+2+3)					

4.CHITTOOR

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1000164	Special D type Rubber Gasket black	20000	(UOM) Nos.		
2		GST (on val. Sl.1+2)		%		
3	TOTAL (1+2+3)					

5.BARODA

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1002970	Special type Rubber Gasket	6000	(UOM) Nos.		
2.		GST		%		
3.	TOLAL (1+2)					

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	

ADDRESSES OF BALMER LAWRIE PLANTS :

1. **Balmer Lawrie & Co. Ltd., Industrial Packaging,
Survey No.23/1/1,Khadoli Village
SILVASSA – 396 230.
UT of Dadra & Nagar Haveli.**
2. **Balmer Lawrie & Co. Ltd., Industrial Packaging,
32,Sattangadu Village,Thiruvottiyur, Manali Road,
Manali,
Chennai-600 068**
3. **Balmer Lawrie & Co. Ltd., Industrial Packaging,
Vill: Piyala, P.O. Asaoti
Faridabad (Hariyana) – 121102**
4. **Balmer Lawrie & Co. Ltd., Industrial Packaging
62, Patnam Village, Araconda Road,
Chittoor, Andhra Pradesh- 517131**
- 6 **Balmer Lawrie & Co. Ltd, Industrial Packaging
Plot No.-727, GIDC, Manjusar. Savli, Baroda-391775**

Code of Conduct for Balmer Lawrie & Co. Suppliers

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

The supplier declares herewith:

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

- to provide training and ensure that employees are educated in health and safety issues;
- to set up or use a reasonable occupational health & safety management system;
- ☐ **Environmental protection**
 - to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - to minimize environmental pollution and make continuous improvements in environmental protection;
 - to set up or use a reasonable environmental management system;
- ☐ **Supply chain**
 - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - to comply with the principles of non discrimination with regard to supplier selection and treatment.

ANNEXURE- IV

(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 to as "the said Tender") for the Supply of "Special Type Rubber Gaskets" 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:

ANNEXURE-V

G. 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

H. CONDITIONS FOR ONLINE BID SUBMISSION

1.Registration with e.Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.
Contact Nos. and email IDs for C1 India helpdesk officers

- 1.Mr. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com
2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com
3. Mr. Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com
- 4.Mr.CH.ManiSankar(Chennai), +91-8939284159 Email– chikkavarapu.manisankar@c1india.com
5. Mr.Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Shri A S Das, Mob.07600067189, Land Line No.022 66258216,
email-das.as@balmerlawrie.com
2. Smt Snehal J Gaikwad, Mob.09665779785; Land Line No.022 66258203
e.mail: gaikwad.s@balmerlawrie.com

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

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

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

7. 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.

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.

4.Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.

The bidder shall furnish the documents either in person or through courier /e-mail or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Disclaimer Clause

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

Annexure-VII

A. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIIA 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-VIIA

A. DETAILS OF VENDOR

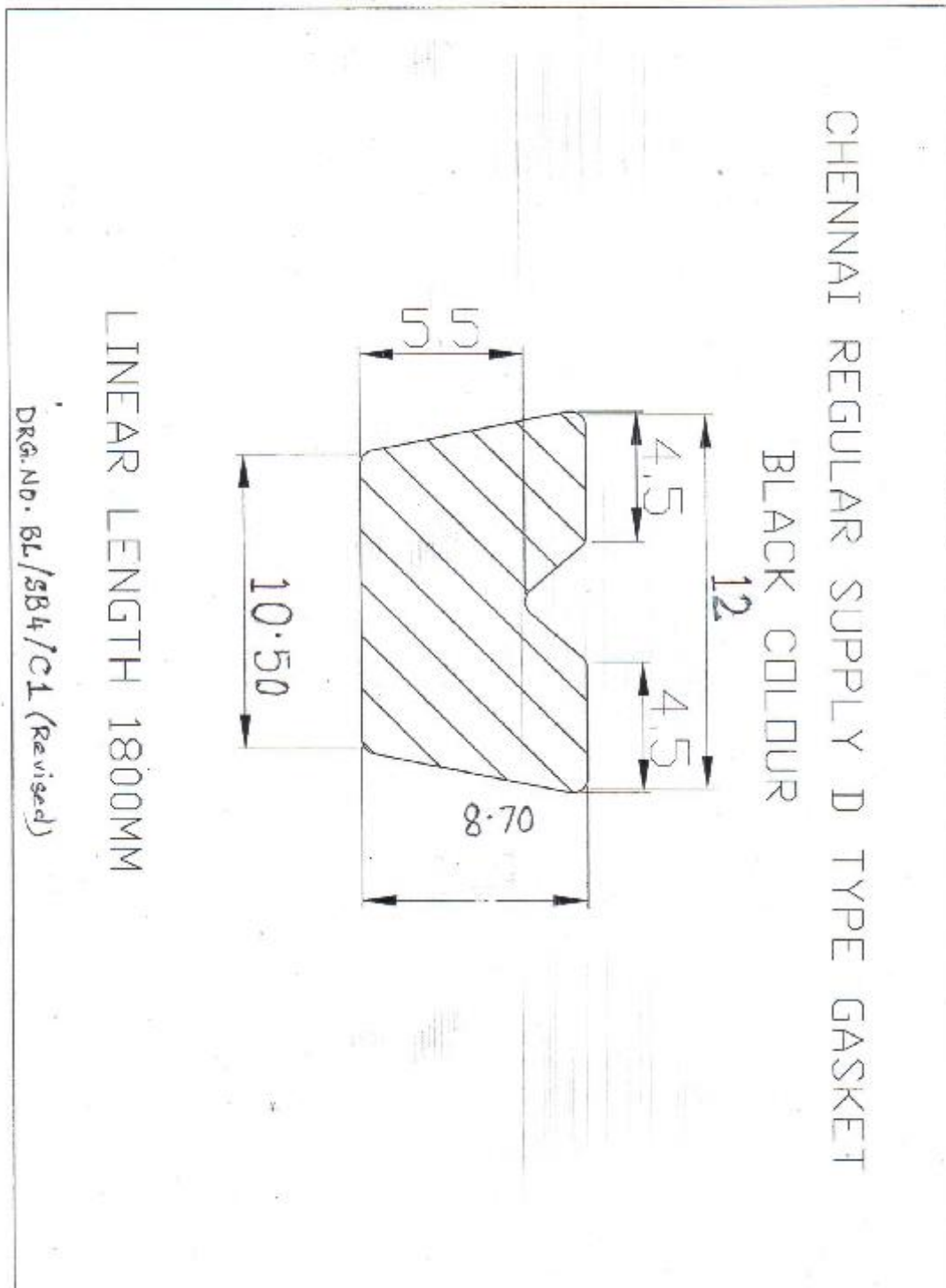
1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC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

DRAWINGS

ANNEXURE VIIB

ALL DIMENSIONS ARE IN MM				
Balmer Lawrie & Co.Ltd.				
PROJECT: GASKET				
CLIENT:				
SCALE: 1:1				
WE RESERVE THE COMPANY'S RIGHT TO MAKE ANY CHANGES WITHOUT NOTICE TO THE CLIENT.				
REV	FOR APPROVAL	SIGN	DATE	DATE
0	DESCRIPTION	BY	CHKD	DATE

NB :Length of gaskets are mentioned in the “Scope of Supply”, Annexure-I



ANNEXURE –VIII: Purchase Preference for Make in India and MSE suppliers

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 divisible and in case of all class I bidder, Clause 6 - Page 3 will be followed for splitting the tender quantity”

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.

VIII - (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,

VIII (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 Defence 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.

VIII (C) DECLARATION –

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

Dated -

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

Authorized Signatory,

**VIII (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].