



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

www.balmerlawrie.com

**Industrial Packaging - Vadodara,
Plot no-727, GIDC, Savli Industrial Estate
Manjusar, Vadodara – 391775 (Gujarat)
Tel. No. 0266 – 7269007**

**NOTICE INVITING TENDER
FOR PROVIDING CONSULTANCY SERVICES ON PLANT STATUTORY REQUIREMENT
PERTAINING TO POLLUTION CONTROL SYSTEM AT IP- VADODARA FACTORY**

Tender No. 1190LE0006 dated 18.03.2021

**Due date of Tender: 28.03.2021 at 15:00hrs.
Opening of Price Bid: 28.03.2021 at 17:00 hrs.**

Balmer Lawrie & Co. Ltd is a Govt. of India Enterprise; under Petroleum Ministry & engaged in manufacture of Industrial Packaging containers. Our factory is situated at Plot no-727, GIDC, Savli, Industrial Estate, Manjusar, Vadodara and the address is as mentioned below.

We require CONSULTANCY SERVICES on Plant Statutory requirement at our IP-Vadodara factory.

Sealed Single Bid offers are invited for “**Providing Consultancy Services on Plant Statutory Requirement pertaining to Pollution Control System**”. The tender document can be downloaded from www.balmerlawrie.com website

Contact details

Balmer Lawrie & Co.Ltd.
Industrial Packaging - Vadodara,
Plot no-727, GIDC, Savli Industrial Estate
Manjusar, Vadodara, Gujarat-391775

Contact Persons:

Shri. S.C. Tiwari - Mob- 9601649295 email ID : tiwari.sc@balmerlawrie.com

Shri. Deepak Kumar - Mob-9958504519,email ID: kumar.deepak@balmerlawrie.com.

ANNEXURE-I

1. SCOPE OF JOB

• Services related to Pollution Control Committee

Sr.No	Description	UOM	Qty
1	• Online Monthly Patrak with include Electrical unit, production details Water consumption, waste water generation & fuel consumption.	No	12
2	• Haz. Waste details generation & disposal monthly as well as yearly return FORM-4.	No	13
3	• Water- chess. (Yearly)	No	1
4	• Environmental statement-Form V (Yearly)	No	1
5	• Monitoring Charges for Lacquer Backing Oven/ Water Dring Oven/ Paint booth/ Paint Baking Oven / D.G. Set for the Parameters like Flue Gas Temperature, Velocity, Particulate Matters, SO2, & NOx.	No	4
6	• As per GPCB Ambient Air Quality Monitoring charges for Parameters like PM10, PM2.5, SO2 and,NO2.	No	2
7	• National Ambient Air Quality Monitoring charges for Parameters like PM10, PM2.5, SO2 ,NO2, O3, CO,Pb, Ni, As, CO, Benzene as C6H6 and Benzo Pyrene as BaP.	No	1
8	• Water Sample analysis charges as per GPCB Consent	No	2
9	• Borewell and Drinking water analysis charges for 10 parameter	No	1
10	• Borewell and Drinking water analysis charges as per IS-10500. (34 Parameters)	No	1
11	• Noise level Monitoring (Minimum 10 Location)	No	1
12	• Illumination charges	No	1
13	• Visit charges for To & Fro	No	2

1.01 Before filling up, the complete Tender Specification should be read properly. Avoid overwriting while filling the tender papers, any overwriting (if at all required) shall be duly signed.

1.02 If the tenderer finds any discrepancy, omission, ambiguity or conflict in or among the documents forwarded or be in doubt as to their meaning and

interpretations, such matter shall be brought to the attention of the BL (Balmer Lawrie & Co. Ltd.), at least four days before/prior to the date of filling/submission of the Tender.

- 1.03 Tender must contain any other information / enclosures as may be needed to complete the schedule job in all respect on a separate page under the head SCHEDULE OF DEVIATIONS; since 'NO' price escalation shall be accepted during or after the related tender job execution.
- 1.04 Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the nature and scope of the work to be done, site conditions and all other factors, affecting the performance of the contract and the cost thereof.

ANNEXURE-II

TERMS & CONDITIONS

1. 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.
2. **Purpose of Contract:**
This contract is for providing Consultancy services as per Annexure-I.
3. 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.
4. **Tender Evaluation**

The tender would be finalized on the basis of Lowest Net delivered price (NDP) as per Annexure -III.
5. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
6. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.
Negotiations, if held will be only with the lowest bidder.
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 30 days** (excluding the due date) from the date of opening of the tender.
8. **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.

9. **Completion schedule:** -The expected completion period of entire job should be 1 Year from the date issue of Purchase Order (PO) or LOI which ever is earlier. However, the short/early completion period quoted by bidder for the job(s) may be preferred. The required services shall be carried out for our works at Plot no. 727, GIDC, Savli, Manjusar, Vadodara -391775.
10. Any damage caused to the reputation of BL, directly and/or indirectly incidental to and connected with the execution of the work-In such case the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damage.
11. **Earnest Money Deposit [EMD]-** EMD Is not applicable to this tender. Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD. Bidder needs to submit the declaration as per **Annexure-V**

12. 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) 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.**

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.

11. PAYMENT TERMS:

Our payment terms are as follows:

Within 15 days from the date of completion of service and receipt of Tax Invoice at our IP-Vadodara Plant.

No deviation is acceptable in the payment terms as mentioned above All the bills to be duly certified by the concerned BL officer in charge before payment are released.

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.

Payment of Govt./Legal Fees/charges: Such fees/charges (if any) to complete the purpose shall be justified and will be paid by BL through the successful vendor being engaged for subject job and vendor has to submit the “receipts” Or “Proof as receipts (e.g. on-line registration doc etc. wherever applicable)” of such payment to BL prior to submit his own bill(s) to BL for payment.

12. RISK PURCHASE

In case service against the contract is not affected as per given schedule from time to time, we reserve the right to cancel the order placed on you by giving one month’s notice. The contract is liable for termination (without any notice) in case of breach of the conditions of the contract.

13. ARBITRATION

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

If not, such dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by COO [IP], Balmer Lawrie & Co Ltd.

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

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**
 - to comply with the laws of the applicable legal system(s).
- f* **Prohibition of corruption and bribery**
 - 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**
 - 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;
 - to respect the personal dignity, privacy and rights of each individual; ○ to refuse to employ or make anyone work against his will;
 - to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - to comply with the maximum number of working hours laid down in the applicable laws;
 - 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**
 - to employ no workers under the age of 18;
- f* **Health and safety of employees**
 - to take responsibility for the health and safety of its employees;
 - 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;
- f **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;
- f **Supply chain**
 - to use reasonable efforts to promote among its supplier's compliance with this Code of Conduct;
 - to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Vendor GSTN Details							
Vendor SAP Account Code	Vendor Name	Address	State	GSTIN Registration Number	GST ARN (Application Registration Number)	Vendors GSP Name (GST Suvidha Providers)	HS Code as per Excise

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE- III

To be filled by BIDDER

Sr. No	Description	UOM	Qty	Rate	Value
1	• Online Monthly Patrak with include Electrical unit, production details Water consumption, waste water generation & fuel consumption.	No	12		
2	• Haz. Waste details generation & disposal monthly as well as yearly return FORM-4.	No	13		
3	• Water- cess. (Yearly)	No	1		
4	• Environmental statement-Form V (Yearly)	No	1		
5	• Monitoring Charges for Lacquer Backing Oven/ Water Dring Oven/ Paint booth/ Paint Baking Oven / D.G. Set for the Parameters like Flue Gas Temperature, Velocity, Particulate Matters, SO ₂ , & NO _x .	No	4		
6	• As per GPCB Ambient Air Quality Monitoring charges for Parameters like PM ₁₀ , PM _{2.5} , SO ₂ and,NO ₂ .	No	2		
7	• National Ambient Air Quality Monitoring charges for Parameters like PM ₁₀ , PM _{2.5} , SO ₂ , NO ₂ , O ₃ , CO,Pb, Ni, As, CO, Benzene as C ₆ H ₆ and Benzo Pyrene as BaP.	No	1		
8	• Water Sample analysis charges as per GPCB Consent	No	2		
9	• Borewell and Drinking water analysis charges for 10 parameter	No	1		
10	• Drinking water analysis charges as per IS-10500. (34 Parameters)	No	1		
11	• Noise level Monitoring (Minimum 10 Location)	No	1		
12	• Illumination Report charges	No	1		
13	• Visit charges for To & Fro transport	No	2		
	• GST				
	• Total Value				

**Landed cost :-
Mention in numerals and in words**

(Rs.

Annexure-IV

GST Compliance

[1] Bidder to comply with all requirements under GST and provide their GST Registration details.

[2] Bidder 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 Bidder

[3] Bidder has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].

[4] Bidders are required to raise invoice as per the GST tax structure.

[5] Bidders 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 Bidders.

[6] In case of advance payment against goods/services, Bidder to ensure payment of tax as per GST Laws.

[7] Balmer Lawrie will keep a watch on compliance rating of their Bidders 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 Bidder.

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

ADDRESS /MOB NO. /e-mail ID	Signature	
	Name	
	Registration No	
	PAN NO.	
	Date	

ANNEXURE – V

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