



**SBU – Industrial Packaging,**  
**5, J. N. Heredia Marg, Ballard Estate,**  
**Mumbai- 400001, India**  
**Tel. No. 091 - 022 –66258215/66258208**  
**Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LE1821 DTD. 22.03.2021**  
**Due date of Tender: 01.04.2021 Till: 16:00 HRS**  
**Opening of Bid: 01.04.2021 at 16:05 HRS**

Online Two Bid e-Tender is invited from vendors for “Repairing of plant & machineries located at IP-Kolkata. Job includes repairing and activating, dismantling, painting, lifting, shifting, loading of plant & machineries at IP-Kolkata” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc>. Detailed scope of work is provided in Annexure I of tender documents.

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

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

**Contact details**

<b>Balmer Lawrie &amp; Co. Ltd.</b> SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603, Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai-400 071
<b>Contact Persons:</b>  1.Mr. Tushar Ingale Email id – <a href="mailto:ingale.td@balmerlawrie.com">ingale.td@balmerlawrie.com</a> Mobile – 9769015541 2.Mr. P B Pawar-Landline-022 66258183 Email - <a href="mailto:pawar.pb@balmerlawrie.com">pawar.pb@balmerlawrie.com</a> Mob.9867290068	1.Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) Email - <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a> 2. Mr. Tirtha Das, Mob +91 -9163254290 Email - <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata / Monday -Friday) 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai / Monday -Saturday) 4.Helpdesk Support (Kolkata) Email - <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> - (Monday – Saturday) +91 -8017272644 <b>Escalation level 1–</b> Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> <b>Level 2 -</b> Mr. Sandeep Bhandari <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a> +91-8826814007

## **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 Chennai, Chittoor, Silvassa, Asaoti, Kolkata, Taloja and Vadodara. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

### **A. Instructions for bidders.**

1. Online Single bid e-Tenders is invited from vendors for “Repairing of plant & machineries located at IP-Kolkata. Job includes repairing and activating, dismantling, painting, lifting, shifting, loading of plant & machineries at IP-Kolkata” at our Industrial Packaging, Kolkata Plant (West Bengal) as per detailed specification contained in Annexure- I of this tender documents.
2. **Please Refer to Annexure – I for detailed Technical Specifications & Scope of Supply.**
3. The tender is invited in **Two-Bid System**.
4. **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.**
5. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

<b>5.1 Due date for submission of bids on Line</b>	<b>Date: 01.04.2021 till 16:00 hrs.</b>
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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.**

BL reserves the right to accept any bid in full or part.

**This document is the Tender.**

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

## **6. Earnest Money Deposit (EMD) –**

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

As per Clause no. 1 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 eligible to participate and are 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.

**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.**

The bidder may up-load necessary documents with the on-line bid or furnish in person or through courier / 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.

Unless otherwise agreed to in terms of the purchase order, the price shall be firm till execution of entire order.

**7. 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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**8. Format of Tender Document- Tender Documents consist of:**

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I – Scope of Supply/Work
- E. Annexure II-A – Pre Qualification Criteria
- F. Annexure- II -B Price Bid.
- G. Annexure -III - Conditions for Online Bid submission
- H. Annexure- IV – Format for Bank Guarantee
- I. Annexure- V – GST Compliance
- J. Annexure VI– Details of Vendor
- K. Annexure VII- CPPP Declaration format for the MSE bidders
- L. ANNEXURE –VII: Purchase Preference for Make in India and MSE suppliers
- M. Annexure VIII - DECLARATION – BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT
- N. Annexure IX DECLARATION – BIDDER TO SUBMIT ON THEIR LETTER PAD – "BID SECURITY DECLARATION"
- O. Annexure X DECLARATION – BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON GROUND OF DEFENSE OF INDIA AND 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.

#### **9. Late Bids**

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

#### **10. Bid Validity**

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

#### **11. Bid Rejection Criteria**

A bid may be rejected -

- If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- If Conflict of interest between the bidder and the Company is detected at any stage.

#### **12. 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*)

#### **13. Opening of Price Bid**

The Price Bid of Bidders will be opened on the due date.

#### **14. Complete Scope of Work**

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

#### **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 disqualification 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:

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

The lowest bidder will be decided on the **Nett delivered Price on Composite basis** in Rupee, for the item mentioned in the scope of supply.

**Price bid should be filled on line as per the format provided (Annexure- II).**

- b. After submission of EMD and bid online, the bidders are requested to submit the hard copies of necessary documents (which cannot be uploaded) at our Ballard Estate Office at 5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001 before due date & time.**

**B. SPECIAL TERMS & CONDITIONS.**

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

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

**2. Security Deposit (SD)**

Security Deposit amount of 3 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai.

The Security Deposit may be submitted as Bank Guarantee with validity of 6 months by a **Scheduled Indian Bank** /Nationalised bank 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.**

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery/Commissioning of the tendered item and

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. Security deposit is liable to forfeiture in the event of:**

- a) Non-Supply/Job Completion after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver/complete the item/service as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

**4. Period of Contract –**

The Contract if any awarded against this tender will be valid for approximately 16weeks **from date of award of contract.** The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later.

**Delivery/Job Completion Period:**

- Dismantling, painting & loading in truck within 16 weeks from receiving PO (Purchase Order)/WO(Work Order)/LOI (Letter of Intent)or advance from BL
- Total job to be completed within 16 weeks from date of award of contract.

**5. Payment Terms:**

Our payment terms are as follows –

Sl. No.	Job Details	Payment terms
1	Cleaning, minor repairs, Painting, Dismantling, of plant & machines and equipment at IP- Kolkata as per Annexure-II	40% of job order value plus GST within 7 days after successful completion of job & certification of bill by officer in charge.
2	Lifting, Shifting, Packing and loading in truck of Plant & machines and equipment as per instructions given by officer in charge at IP- Kolkata	55 % of job order value plus GST within 7days after successful completion of job & certification of bill by officer in charge.

5% of basic value of PO will be kept as retention money for 6 months from date of commissioning of machines and certification from BL officer in charge Or can be released within 15 days after commissioning & submission of performance bank guarantee of equivalent amount, valid for 13 months from the date of commissioning.

No deviation is acceptable in the payment terms as mentioned above.

Following are the details of designated officers responsible for processing of payment and invoices -  
Mr. Vishal Gokarn // email id – [vishal.g@balmerlawrie.com](mailto:vishal.g@balmerlawrie.com) // Mob no – 9819520229

**Early payment with discounting for MSME bidder only:**

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.**

***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 / 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.***

6. Tenderer should quote only rate as per UOM (unit of measurement) basis mentioned in the On-Line Price Format and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates, GST, Freight etc. Separately.

**7. Award of Contract**

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

**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.**

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

**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. DELIVERY INSTALLATION & COMMISSIONING OF THE SYSTEM**

- Dismantling, painting & loading in truck within 16 weeks from receiving PO (Purchase Order)/WO (Work Order)/LOI (Letter of Intent)
- Total job to be completed within 16 weeks from date of award of contract.
- The item should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material shall 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 packing.

**10.** In case of unsatisfactory performance of the successful bidder either in relation to quality of material/service 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.

## **C. GENERAL TERMS AND CONDITIONS**

### **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.

**1. Scope of Supply / Work**

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

**2. Reference for Documentation**

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

**3. Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 7 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirely without exceptions

**4. 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.

**5. 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. The decision of BL in this connection will be final.

**6. Delay in bidding**

Late tenders / delayed tenders will not be accepted by the ON LINE system.

**7. RISK PURCHASE**

In case delivery of material / execution of service is not effected as per given schedule , we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**8. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS**

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 1.0 % of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 5% of the total order value.

**9. 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.

#### **11. 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.

#### **12. 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.

#### **13. Vendors Obligation**

The vendor shall ensure that no damage is caused to BL's property/or any decorative structure/fittings while carrying out the work. It is obligatory on the part of the vendor to rectify/make good such damages at their own cost. The Tenderer shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner on completion of the work.

The work executed should be got approved by Balmer Lawrie & Co Ltd. and the Tenderer shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.

#### **14. Statutory Compliance**

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with

#### **15. Termination**

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

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

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

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

#### **16. 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”***

#### **17.HSE REQUIREMENTS BY CONTRACTORS**

##### **Housekeeping**

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

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

##### **Confined Space**

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

As minimum Contractors must ensure the following:

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

##### **Tools, Equipment and Machinery**

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

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

### **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

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

### **Fall Prevention System**

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

### **Fall Protection Systems**

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

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

### **Scaffolding**

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

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

### **Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
  - a) Ladders shall be maintained free of oil, grease and other slipping hazards
  - b) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
  - c) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

### **Lifting Operations**

#### **Cranes and Hoisting Equipment**

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

#### **Lifting Equipment and Accessories**

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

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

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

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

### **Barricades**

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

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

### **Compressed Gas Cylinders**

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

### **Electrical Safety**

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

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

### **Hot Works**

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

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

### **Trenching, Excavating, Drilling and Concreting**

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

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

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

### **Environmental Requirements**

#### **Waste Management**

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

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

**Spills**

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

**Emissions**

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

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

## **D - Annexure-I**

### **SCOPE OF SUPPLY/WORK –**

Repairing and Dismantling of Assembly & de-coiling line in plant at IP-Kolkata. Job include, Checking of Machine, Repairing and activating, Cleaning, Packing, lifting, shifting, loading of Assembly & de-coiling line plant & machineries at IP-Kolkata as directed by BL officer in charge. Activation, repairs, replacement of damaged spares, rectification and commissioning of the Assembly & de-coiling line at our IP- Kolkata plant

List of machines

1. **Flanging**
2. **Corrugator**
3. **Bader**
4. **End Fixing**
5. **DEDS Machine**
6. **Orienter Machine**
7. **Testing Machine**
8. **Indexing Conveyor**
9. **De-coiling line:**
  - Mandel (Coil holder)
  - Leveller
  - Shearing
  - Belt conveyor unit
  - Sheet stacker
10. Electricals items, Operating panels and Electrical control panels.
11. PLC System and accessories.
12. All Input/output conveyors use at assembly & de-coiling line.
13. All spares of Assembly & de-coiling line plant and machineries
14. Hydraulic Power Packs, Reduction head gear box & Induction motors etc.
15. The above names are indicative, all other left over miscellaneous items other than electrical & PLC System as instructed by officer in charge.

#### **Details of Scope of work for above machines:**

##### **Jobs at IP-Kolkata**

1. Cleaning of Assembly & de-coiling lines all machines as mentioned above, electrical control panels and accessories.
2. Thorough cleaning & painting of Assembly & de-coiling lines all machines, control panels, conveyors, motors, gear boxes guards & accessories at IP-Kolkata. The two coats of paint are to be applied. Color shade as advised & approved by officer in charge. The paint, thinner, spray gun, brushes, cleaning material etc. is in the scope of bidder.
3. Dismantling of machines and control panels along with inter connecting structures, conveyors & other accessories with proper marking & noting's in such a manner that assembly & de-coiling line machines can be re-start at the earliest after re-sitting.

4. Electrical job work includes dismantling of electrical Power and control cables of various sizes, switches, distribution boards sensors, other accessories etc. of assembly & de-coiling line at Industrial packaging division Kolkata with proper marking.
5. Lifting, shifting and packing of machines, control panels and accessories etc. as required or as instructed by officer in charge for safe transportation to IP-Chittoor.
6. Loading of machines and accessories in a truck.
7. Indicative Job List is as following:
  - a) Flanging Machine – Thorough overhauling of the machine, Hydraulic cylinder bucket & gland to be checked & replaced for both side column, Right side hydraulic pump to be overhauled or replaced, hydraulic pump filter to be changed and hydraulic tank to be cleaned.
  - b) Beader - Thorough overhauling of the machine, Right side column bead expansion to be rectified properly & refitted, Cushion of both the column to be overhauled, hydraulic cylinder bucket & gland to be checked & replaced for both side column, hydraulic pump filter to be changed and hydraulic tank to be cleaned.
  - c) Corrugator – Thorough overhauling of the machine, Clutch unit to be rectified properly, hydraulic cylinder bucket & gland to be checked & replaced for both side column, hydraulic pump filter, hosepipe to be changed & hydraulic tank to be cleaned.
  - d) End Fixing – Thoroughly overhauling of the end fixing arrangement, Clutch break motor to be adjusted & rectified properly, Proximity sensor bracket to be fabricated for bottom end fixing conveyor, both the cams to be adjusted properly for the ends fixing.
  - e) DEDS – Thorough overhauling of the machine, Top side column cushion cylinder bucket & gland to be changed, Clutch unit bucket & O-ring to be changed & Clutch unit to be adjusted properly & to be leak-proof. Both the power pack filter to be changed, heat exchanger to be checked & overhauled and hydraulic tank to be cleaned. Hydraulic cartridge valve to be rectified for column & clutch. 1/4"\*5 POT pneumatic solenoid valve double & single coil 24V DC to be rectified or replaced.
  - f) Orienter - Thorough overhauling of the machine, all the mechanical fittings to be rectified & adjusted, over-head cylinder to be overhauled & 1/2"\*5 POT pneumatic solenoid valve double & single coil 24V DC to be rectified or replaced.
  - g) Testing Machine – Thorough overhauling of the machine & testing rubber pad to be replaced.
  - h) Indexing conveyor- Thorough overhauling of the Indexing conveyor & proper indexing to be done.
  - i) De-coiling leveller – Thoroughly overhauling of the leveller unit. All the 9nos. rollers to be dismantled, material deposit to be cleaned, machined & grinding to be done. 18nos. PB bush & 18nos. thrust bearing to be replaced. 6Nos. Gears to be replaced & 8nos. bearing to be

replaced for 4nos. idler pinion. 2nos. roller side block to be rectified properly. Adjustable screw to be rectified properly.

- j) De-coiling shearing – Thorough overhauling of the shearing unit. Clutch brake unit to be overhauled properly.
- k) De-coiling sheet stacking – Thorough overhauling of the sheet stacking unit. Main drive chain guide to be checked & aligned.
- l) **Indicative works to be carried out before activation as per instructions given by officer in charge**

**BL SCOPE**

- Supply of air, water and electricity for necessary dismantling at Kolkata
  - Providing all the spares, consumables, cables, hardware etc. for all jobs except for machines painting work.
  - Crane at IP-Kolkata will be available to vendor provided successful bidder clean, lubricate & activate EOT crane before use & engage skilled operator for loading the machines otherwise vendor is required to make their own arrangement. Additional cranes /fork lifts etc. arrangement is to be made by successful vendor.
  - Transportation of machines and accessories from IP-Kolkata to IP-Chittoor.
- 
- **All interested vendors should visit the site for understanding of the job before submission of offer.**
  - **Tools and Tackles, Gas cutters, welding machines, consumables, paint, thinner etc., lifting equipment i.e. Hydra, Crane equipment's etc. required for the job to be arranged by the vendor.**
  - **Vendor will have to take all safety measures during carrying out the job and will be responsible for providing all safety gears e.g. Helmet, Safety Shoes, Hand Gloves, Nose Mask, Safety Belts, Goggles, etc. Required by the workers during execution of the job.**



**Annexure –II-A**

**E. PREQUALIFICATION CRITERIA**

**Bidders should full fill the following criterion for opening of price bids:**

<b>SR NO</b>	<b>Criteria</b>	<b>Documents need to submit</b>
1	The bidder shall have at least three years of experience in dismantling/ fabrication/ painting/ manufacturing/ refurbishment/ job work/ Erection and Commissioning of machines & equipment or similar type of job	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidences of successful commissioning of dismantling/ fabrication/ painting/ manufacturing/ refurbishment/ job work/ Erection and Commissioning of machines & equipment or similar type of job of job during last <b>7 years</b> and should meet either of the following criteria – a) Three similar completed works costing not less than the amount equal to <b>6 Lakhs</b> . <b>or</b> b) Two similar completed works costing not less than the amount <b>equal to 7 Lakhs</b> <b>or</b> C) One similar completed work costing not less than the amount <b>equal to 8 Lakhs</b>	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria
3	The bidders should have an average annual financial turnover during the last 3 years ( <b>2016-17,2017-18,2018-19</b> ), ending 31 <sup>st</sup> March of previous financial year, should be at least Rs. <b>8 Lakhs</b>	Chartered Accountant Certified Profit and Loss & Balance Sheet copies/Letter
4	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
5	Regular submission of GST Return to the Authority along with proof of submission of return for FY -18-19 (GSTR-1 &GSTR-3B)	Copies of GSTR-1 & GSTR 3B
6	Local & Import Content Certificate	Self-Declaration from bidder on Company's letterhead as per <b>Annexure- X</b>

**Note:**

- 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 is Rs.40Lakhs is exempted for qualification in above clause number 5**

**F -ANNEXURE-II-B**

**(SAMPLE PRICE FORMAT. NOT TO BE FILLED IN. PRICE SHOULD BE QUOTED ON LINE ONLY)**

**1. SAMPLE PRICE BID FOR CHITTOOR**

<b>SR NO.</b>	<b>Description of Item</b>	<b>Qty.</b>	<b>Value (Rs.)</b>	<b>GST %</b>
<b>1</b>	“Repairing and Activating, Dismantling, Cleaning, Painting and Loading in truck of Plant & Machines at IP Kolkata ” as per scope of work/supply mentioned in Annexure -1	<b>1 LS</b>		
	<b>TOTAL</b>			

**Note - TRANSPORT & TRANSIT INSURANCE TO BE ARRANGED BY BL.**

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

**G. ANNEXURE-III**

**CONDITIONS FOR ONLINE BID SUBMISSION**

### **1. Registration with eProcurement 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.Ms. Ritu Patil (Mumbai) , +91-0124-4302000 (Ex-236) (Monday-Friday)

Email - [ritu.patil@c1india.com](mailto:ritu.patil@c1india.com)

2. Mr. Tirtha Das, Mob +91 -9163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata / Monday -Friday)

3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com) (Chennai / Monday -Saturday)

4.Helpdesk Support (Kolkata) Email [blsupport@c1india.com](mailto:blsupport@c1india.com) - (Monday – Saturday) +91 -8017272644

**Escalation level 1**– Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)

**Escalation level 2** -Mr.Sandeep Bhandari [/sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com) +91-8826814007

### **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.

### **1. 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 necessary documents if any which cannot be uploaded online to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001.** 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.

**H. Annexure IV - \_PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

MUMBAI – 400 001  
India.

Dear Sir,

That Messrs/Mr. ....(set out full name and address and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their/his/its quotation against your Tender being Tender No. .... dated ..... (hereinafter referred as "the said Tender") for the work ..... (set out the purpose of the job) and in pursuance thereto an Order being No. .... dated ..... (hereinafter to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... 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 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) have agreed to give such guarantee in the manner following:

We, ..... (set out full name of the Bank), hereby undertake 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 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 of Rs..... (Rupees ..... 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 hereunder to adopt any mode for realisation 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..... (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 affected 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 all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,

5. Our liability under this guarantee is restricted to Rs. .... (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 thereunder.

We , ..... (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

We, ..... (set out full name of the Bank) have power to issue this Guarantee in your favour 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 and Four granted by the Bank.

Yours faithfully,

Dated : .....

(Place): .....

(Signature of Officer on.....behalf of .....)

(Set out name of the Bank)

(Date).....

**GST Compliances**

**I- Annexure -V**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VI 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.
- [8] **Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by BL].**

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

**J -ANNEXURE-VI**

**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	

**K-ANNEXURE- VII**



## 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].

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

#### **L. ANNEXURE –VII: 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**

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

### **VIII - DECLARATION –**

#### **BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

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

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

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

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

Authorized Signatory,

**IX 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 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.

**X 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,