

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 – 66258208 /66258209 Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1841 dated 09.04.2021

Due date of Tender: 19.04.2021 at 16:00 hrs. Opening of Price Bid: 19.04.2021 at 16:05 hrs

Sealed Two Bid offers are invited from Organizations / Auditing Agency to conduct Re-Certification / Surveillance Audit [QMS / EMS / OHSAS]. These Certificates to be comprehensively upgraded from ISO: 9001:2015, OHSAS: 18001:2007 & ISO: 14001:2015 1 to QMS 9001-2015, EMS 14001-2015, and OHSMS ISO 45001:2018 (or latest standards/version available at the time of implementation) for our M.S Barrel manufacturing Plant at Taloja Navi Mumbai]. The tender document can be downloaded from www.balmerlawrie.com website.

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.

Contact Persons:

Shri S B Kanhere, Chief Manager (T&M) Mobile 9892968212 Email: kanhere.sb@balmerlawrie.com

Shri Tushar Ingale, SM [SCM] Mob-09769015541, 022 66258209,

Email ID: ingale.td@balmerlawrie.com

Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

A. Instructions for bidders

- 1. Please Refer to Annexure -IV for detailed Scope of service.
- 2. Two bid [Pre- Qualification/ Technical bid and Price bid] Tenders are invited from Consultants who meet the Pre-Qualification criteria for carrying out Re-Certification / Surveillance Audit [QMS / EMS / OHSAS] as per detailed Scope of Service contained in Annexure III of this tender for our plant at Taloja [Navi Mumbai].
- 3. The tender comprises of Pre-Qualification / Technical Bid & Price Bid quoted in the Bid Form [Annexure V].

The **Technical Bid & the Price Bid** shall be put in separate envelopes & sealed and super scribed clearly as "<u>Technical Bid Re-certification / Surveillance Audit</u>" and "<u>Price Bid Recertification / Surveillance Audit</u>" respectively. Both the Technical Bid and Price Bid are to be put in another envelope super scribing as "<u>Bid for Re-certification / Surveillance Audit at Industrial Packaging Division -Taloja</u>" and should be deposited in the Tender Box at the following address, "Balmer Lawrie & Co. Ltd. – SBU - Industrial Packaging [Basement], 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001"

- 4. Important points to be noted
- 4.1 Due date for submission of bids 19.04.2021 at 16:00 hours
- 4.2 Price Bid opening on 19.04.2021 at 16:05 hours.

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

The term "BL" wherever mentioned in the tender document refers to "Balmer Lawrie & Co. Ltd."

BL would be the Purchaser/Owner for the tendered 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.

Response from BL registered/unregistered Vendors will be accepted.

SBU: Industrial Packaging

4. Earnest Money Deposit (EMD)- Not applicable for this tender.

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – 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 processed accordingly.

6. Corrigendum to tender:

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

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure I Pre-qualification criteria
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. Annexure II GST Compliances
- F. Annexure III Details of Vendors
- G. Annexure IV Scope of service
- H. Annexures V Price Bid.
- I. Annexure VI Addresses of Balmer Lawrie location
- J. Annexure VII Bank Details for SWIFT/RTGS Transfers
- K. Annexure VIII Code of Conduct for Balmer Lawrie & Co. Suppliers
- L. Annexure IX CPPP Declaration
- M. Annexure X -List of Designated Officers responsible for releasing payment

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

8. Late Bids

No offers will be entertained after the closing date.

9. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- II and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.
- v. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.

11. Clarifications

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

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

12. Opening of Price Bid

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

13. Complete Scope of Service

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

14. 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 scope of service, as given in the Tender Document-Annexure – IV, would invite immediate dis-qualification from further consideration of the bid.

15.Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

16. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined

a. Pre-Qualification / Technical Bid

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure I.

b. Price Bid (Annexure V is Price Bid)

The lowest bidder will be decided on the Total Contract Value in Indian Rupee, for the requirement as mentioned in the scope of service {all inclusive}.

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

Price bid should be filled as per the Price Bid format provided. [Annexure-V]

17. Pre-Qualification / Technical Criteria

Pre-Qualification / Technical Bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for Technical and Commercial evaluation.

B. Pre - Qualification / Technical Criteria

ANNEXURE I

SI.No.	Pre Qualification Clause	Supporting
1	"The organization / professionally qualified Auditors applying for this tender should be Accredited to the "National Accreditation Board for Certification Bodies (NABCB)" for minimum of any two among the three systems of QMS 9001-2015, EMS 14001- 2015, and OHSMS ISO 45001:2018 (latest standards/version at the time of implementation" and the third Accreditation may be from any Reputed / Renowned Accreditation body. The bidders must provide documentary proof of the same.	Relevant documents to be attached.
2	The organization / professionally qualified Auditors applying for this tender should have been in the field of carrying out similar audit for the last 5 years in reputed organization.	
3	The organization / professionally qualified Auditors applying for this tender should have conducted a minimum of 10 audits in the past.	

 Bidders may kindly refer to Annexure I for list of documents required to be submitted against Pre-Qualification/Technical criteria. SBU: Industrial Packaging

- Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.
- The auditors / organization are requested to visit our division and understand themselves the operation before submitting their offer.
- The bidders are requested to submit the hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.

C. SPECIAL TERMS & CONDITIONS

1. 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. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001.

The Security Deposit to be submitted within 10 days of receipt of the Purchase Order. Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.

In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.

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

- The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- 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

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.

2. Payment Terms:

15 days from the date of Completion of Audit (Stage wise) / Submission of Reports.

- 3. Tenderer should quote only lumpsum basis and any other basis is not acceptable. GST extra.
- 4. Period of Contract From June, 2021 to May, 2024 (Three Years).

5. Tender Evaluation

The tender would be finalized on the basis of Cumulative Lowest Total Amount (Annexure – V)

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

8 LIQUIDATED DAMAGES FOR DELAY IN SERVICE

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 service so delayed for each week or part thereof such delay in service, subject to maximum of 5% of the total order value.

9. Service delivery Instructions

Unless otherwise specifically advised in writing, the service shall not be carried out without prior receipt of purchase order issued by BL.

10. In case of unsatisfactory performance of the successful bidder (s) either in relation to quality of service or adherence of specified service 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)

D. GENERAL TERMS AND CONDITIONS

1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

2. Scope of Service

Scope of Service for the tender shall be as mentioned in Annexure IV.

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in Service

The bidder shall try to complete the service as mentioned in the tender within the stipulated time. Delays in completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 8.

8. Delay due to Force Majeure

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

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

9. Sub-Contracts

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

10. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

11. Termination

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- 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.

SBU: Industrial Packaging

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

12. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE II

E. **GST Compliances**

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

Company Seal	Signature
	Name
	Designation
	Company
	Date

SBU: Industrial Packaging F.DETAILS OF VENDOR

ANNEXURE-III

		-
	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/SA Code for Supply/Service	
21	GST rates (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	

ANNEXURE-IV

G. SCOPE OF SERVICE

A. Scope of Audit & Requirement

The various Stages of Audit to be conducted during shall be

- 1. **Certification Audit (Stage 2) (May 2021)** Review and evaluation of management system documents, Audit planning, conducting On-site audit & provide Audit report.
- 2. **Certification Issuing and use of certificate for 3 years**, 2 certificates, in English (A4 and A3)
- 3. First Surveillance Audit (April 2022) Follow up audit after 9 months and before 12 months from certification audit
- 4. **Second Surveillance Audit (April 2023)** Follow up audit due after 24 months from certification audit.

B. Nature of Audit:-

- 1. To inspect the plant and check for compliance / practices and suggest corrective actions.
- 2. To conduct comprehensive audit and to submit Audit Report.
- 3. To ensure systems and procedures for safe handling, safety practices etc. this could meet the standard norms of safety in sheet metal industries.
- 4. To comply with Government regulations as lay down by Factories Inspectorate etc.

ANNEXURE-V

H. PRICE BID – to be filled by BIDDER

S.No	Description	Lump Sum amount (Rs.)
1.	Certification Audit (Stage 2) – [May, 2021] Review & evaluation of management system documents Audit planning, on-site audit & audit report.	
2.	Certification Fee Issuing and use of certificates for 3 years, 2 certificates, in English (A4 and A3)	
3.	First Surveillance Audit - [April, 2022] Follow up audit after 9 months and before 12 months from certification audit	
4.	Second Surveillance Audit - [April, 2023] Follow up audit due after 24 months from certification audit.	
5	Cumulative Total Amount (Sr.No. 1 to 4)	
6.	GST %	

mount in words -	

Note: <u>The quoted rates should be inclusive of conveyance expenses of the Consultants.</u>

L1 bid shall be arrived based on cumulative total amount of Sl.no: 1 to 4.

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

Company Seal	Signature
	Name
	Designation
	Company
	Date

ANNEXURE - VI

<u>I.</u> ADDRESSESS OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd, Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208

ANNEXURE VII

J. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
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 - VIII

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

The supplier declares herewith:

f Legal compliance

o to comply with the laws of the applicable legal system(s).

f Prohibition of corruption and bribery

o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

f Respect for the basic human rights of employees

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage:
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

f Prohibition of child labor

o to employ no workers under the age of 18;

f Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- 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;
- o to set up or use a reasonable occupational health & safety management system;

f Environmental protection

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;

f Supply chain

- to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.