



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208/66258191
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LE1883 dated 07.06.2021

Due date of Tender : 12.06.2021 at 16:00 hrs.
Opening of Price Bid: 12.06.2021 at 16:05 hrs.

Sealed Single Bid offers OR Offline Bid (in Password protected PDF format) are invited for “Structural Audit of Factory Premises at IP-Sewree” The tender document can be downloaded from www.balmerlawrie.com website.

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

Contact details

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

Contact Persons:

Shri Tushar D Ingale, Mob.9769015541 Land Line No.022 66258200
e.mail: ingale.td@balmerlawrie.com

Shri P B Pawar, Mob.9867290068 Land Line No.022 66258183
e.mail: pawar.pb@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 –I for detailed Technical Specifications.
2. The tender is invited in **Single Bid System**. The tender document consists of **Techno / Commercial & Price Bid.**
3. All documents required in the tender can be deposited in the Tender Box at the following address, "Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001"
4. Important points to be noted

4.1 Due date for submission of bids	12.06.2021 at 16:00 hrs.
4.2 Price Bid opening on	12.06.2021 at 16:05 hrs.

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.

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. Bid submission in Hard Copy -

The bidders are requested to submit their offer in a sealed envelope superscribing the envelope with the tender no., date and subject to reach us before the due date at below address -

**Balmer Lawrie & Co. Ltd. (SBU-IP)
Ballard Estate office Basement, 5 J N Heredia Marg,
Ballard Estate, Mumbai – 400 001, Mr. Tushar Ingale /9769015541**

8. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I – GST Compliances
- E. Annexure II – Details of Vendors
- F. Annexure III - Scope of supply
- G. Annexures IV – Price Bid.
- H. Annexure V – Addresses of Balmer Lawrie location/site
- I. Annexure VI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- J. Annexure VII- Purchase Preference for Make in India and MSE suppliers
- K. Annexure VIII – Restrictions on Ground of Defense of India and national Security
- L. Annexure IX - CPPP DECLARATION
- M. Annexure X - BID SECURITY DECLARATION
- N. Annexure XI – List of designated Officers responsible for releasing payment.
- O. Annexure XII - CONDITIONS FOR OFFLINE BID SUBMISSION (PDF with password protected format)

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 offers will be entertained after the closing date.

10. 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.

11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified including **Annexure VII to Annexure X**
- 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.

12. 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*)

13. Opening of Price Bid

The price bids of bidders with valid offers as set by BL shall only be opened.

14. Complete Scope of Work

The complete scope of work has been defined in Annexure III of the tender document.

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. 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.**

17. Preparation and submission of Tender Documents

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

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered price (NDP) in Indian Rupee, for the item mentioned in the scope of supply. In case there is a tie between bidders at L1 position, the L1 bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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 format provided (Annexure IV).

B. SPECIAL TERMS & CONDITIONS

1. Payment Terms:

Our payment terms are as follows:

Payment for the accepted material /services will be made within **7 days** from the date of receipt of the bill.

2. Tenderer should quote only rate lump sum basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, GST and Freight should be shown separately.

3. Risk Purchase

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

4. Award of Contract

The contract would be awarded to the L1 bidder only. In case there is a tie between bidders at L1 position, the L1 bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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

5. **Inspection**

Inspection and acceptance of the service shall be carried out in accordance with the procedure prescribed by the company if applicable

6. **Place of Service**

BALMER LAWRIE & COMPANY LIMITED

Industrial Packing Division,

149, Jakaria Bunder Road,

Sewree (West), Mumbai – 400015.

7. Contract Period:

Contract shall be valid upto 1 month from award of Contract or LOI whichever is earlier.

12 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 0.5 % of the value service so delayed for each week or part thereof such delay, subject to maximum of 5% of the total order value.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Supply

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

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Delays

6.1 Delay in Bidding

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

6.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 12.

7. 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 dispatches 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.

8. 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.

9. 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.

10. 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.

11. 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 I

D. 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] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

E.DETAILS OF VENDOR

ANNEXURE-II

	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/PAN 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-III

F. SCOPE OF WORK

Structural Audit with Non-Destructive Testing and submission of report for the below mentioned industrial building as required by MCGM by Empanelled and Approved MCGM structural engineers

Quantity required ... 1 Ls nos.

Site Address:

BALMER LAWRIE & COMPANY LIMITED

Industrial Packing Division,

149, Jakaria Bunder Road,

Sewree (West), Mumbai – 400015.

Details of work

1. STRUCTURAL AUDIT

1.1 Technical scrutiny of the distressed Building.

- Visit the building premises to have a precise report on the present status of structure.
- Inspecting the soundness of existing structural as well as envelope members.
- **Inspecting all the units internally to ascertain the leakages, seepages & structural condition of the units.**

Carrying out Non Destructive Testing for Industrial Building to understand the actual condition of the structure. The type of test to be carried out are as mentioned below:

Sr. No.	Item Description	Total Qty.
1	Half Cell Potential Test	10 nos.
2	Carbonation Test	10 nos.
3	Ultra Pulse Velocity Test	20 nos.
4	Rebound Hammer Test	20 nos.
5	Core Test	04 nos.

- **Structural audit of Load Bearing Brick wall structure on visual inspection basis.**
- Draw inferences & for technically assessing the extent deterioration.

- Drainage survey of the building to ascertain the status of sanitary as well as water lines.
 - Inspecting every structure (internal & external) of building which includes Beams, Columns & Slabs, water tanks, pump rooms, common passage & staircase, compound wall & premises, chajjas, water supply lines, drainage lines, plinth level, etc.
 - Photographic observation of selected locations.
 - Mentioning detailed latest scientific methodologies with specifications to attend to each problem, remedial measures, cost estimate & technical solutions with respect to civil, plumbing, waterproofing, painting & allied works.
 - Prepare Bill of Quantities and Cost estimate for approval.
- 1.2 Devise a methodology to repair the damages and Prepare detail specifications of work.
- 1.3 Submit the detail report for the approval and attend the meeting to explain if necessary.
- 1.4 Submission of stability certificate

ANNEXURE-IV

G, PRICE BID – to be filled by BIDDER

Sr. No.	Item Description	UOM	Quantity (Nos)	Unit Rate [Rs.]	Total Value (Rs.)
1.	Structural Audit of all units as well as of external areas and common areas and Load Bearing Brick Wall structure along with Non Destructive Testing for Industrial Building of Industrial Packaging Division, Sewree as mentioned in scope of work	Ls	1		
2	TOTAL VALUE				
3	SAC code				
4	GST				
5	Net Delivered Price				

(Amount in words-)

Note :-

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

H. ANNEXURE - V

ADDRESSESS OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd,
Industrial Packaging
149, Jakeria Bunder Road, Sewree, Mumbai- 400015, Maharashtra

I. Annexure - VI

CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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

The supplier declares herewith:

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

J. 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 **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.

- If L1 is Class-I local supplier, full quantity will be awarded to L1.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest
- If Class-I local supplier matches L1 price the contract will be awarded to them.
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

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

VII -A- DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

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

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

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

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

Authorized Signatory,

K. Annexure VIII

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.

VIII (A) 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,

**L. Annexure IX-DECLARATION –
CPPP DECLARATION**

BIDDER TO SUBMIT ON THEIR LETTER PAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated

I/We, M/s,
address.....,
hereby declare that I/We are registered as MSE supplier and have registered
our Udyog Aadhar Memorandum (UAM) Number.....on
Central Public Procurement Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the
above claim through CPPP.

I/We hereby also declare the following: -

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietors is a female – Yes / No [Kindly tick the appropriate category].

M. ANNEXURE – X

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

We _____ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the security deposit before the deadline defined in the NIT, we will be suspended for the period of two years or the contract period whichever is later

Authorized Signatory,

N. Annexure -XI

**LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR
RELEASING PAYMENT**

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

Sr.No.	Industrial Packaging -Location	Contact Person	Contact No.	email ID
1	Mumbai	Mr Vishal Gokarn	9819520229	Vishal.g@balmerlawrie.com

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

O. Annexure XII - CONDITIONS FOR OFFLINE BID SUBMISSION (PDF with password protected format)

Bidders who opt to submit their bids in PDF format are requested to follow the following instructions carefully while filling up the Bid Form and submission of the same:

1. Bids to be filled in Annexure II as provided in the Tender document. Prints out may be taken and filled up (typed or hand written).
2. Bidders may also opt to submit their bids in their Company Letter Pad as per the format provided in Annexure II of the Tender document. No change or alternation to the specified bid format will be accepted.
3. All pages of the bid documents to be signed by authorized representative of the Company. Bids without signature of the authorized signatory will not be treated as valid document
4. Bidders to carefully put in their bids. No amendment, correction or withdrawal will be accepted post submission of the bids
5. Bids to converted in PDF format and password protected and sent to only designated email ID : ingale.td@balmerlawrie.com
6. Bids to be sent positively on or before due date of the tender. No bids will be accepted post closure of the bidding time. BL will not be held responsible for any delay due to system issue or any reason whatsoever at the bidders end and bids received post closure date and time will not be accepted.
7. Bidders to email the password to BL designated email ID's only post closure of the bidding time on receipt of email request for password from BL.
8. Bidders to strictly agree and abide by the decision of BL as to the outcome of the bidding and no claims whatsoever will be accepted once the bids are opened and results declared.