



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

**NOTICE INVITING TENDER
FOR “Transportation of Machinery & equipment” from IP- VADODARA FACTORY**

Tender No. 1190LE0013 dated 12.11.2021

**Due date of Tender: 22.11.2021 at 15:00hrs.
Opening of Price Bid: 22.11.2021 at 17:00 hrs.**

Sealed Single Bid offers are invited for Transportation of Machinery & equipment by Road from our Industrial Packaging Plant at Vadodara to Industrial Packaging Plant Chittoor, Andhra Pradesh.

Tender documents can be downloaded from www.balmerlawrie.com

Contact Details –

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

Contact Persons:

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

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

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, Vadodara and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

A. Instructions for bidders

1. Sealed Single Bid offers are invited for Transportation of Machinery & equipment by Road from our Industrial Packaging Plant at Vadodara to Industrial Packaging Plant Chittoor.
2. **Please Refer to Annexure – I for detailed Scope of Work & Quantity.**

2. Important points to be noted

5.1 Due date for bid submission 22.11.2021 at 16.00 hrs.
5.2 Price Bid opening 22.11.2021 at 16.05 hrs.

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

The bidders are requested to bid 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.**

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

4. Format of Tender Document.

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms and Conditions
- D. Annexure I – Scope of Work
- E. Annexure II – Price Bid.
- F. Annexure III - Conditions for Bid submission
- G. Annexure IV- Supplier Code of Conduct
- H. Annexure V – Letter from for benefit of EMD.
- I. Annexure VI – GST Compliance
- J. Annexure VII – Details of Bidder

5. 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.

5.1 Late Bids

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

5.2 Bid Validity

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

5.3 Bid Rejection Criteria

A bid may be rejected if

- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- Conflict of interest between the bidder and the Company is detected at any stage.

5.4 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*)

6. 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

7. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I, would invite immediate dis-qualification from further consideration of the bid.**

8. 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:

Price Bid (Annexure II is Price Bid)

The lowest bidder will be decided on the Net delivered Price on location wise in Indian Rupee, for the item mentioned in the scope of supply inclusive of weighment charges Duties, levies charges & exclusive of loading & Unloading charges since it will be done by BL.

The Price bid should not contain any information other than the price. **Price bid should be filled as per the format provided (Annexure II).**

9. Responses from both registered as well as unregistered vendors will be accepted.

10. **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 "V"

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.

B. SPECIAL TERMS & CONDITIONS.

1. Scope of Work

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

3. EMD - In reference to circular no. BL/HO/PM/NOV/20-21/5 dated 25.11.2020 received from Head Office-Kolkata regarding reduction in quantum of various deposits we consider their Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per Annexure – V

4. 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 favor of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee valid for contract period in BL's format [Annexure] only.

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

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

- The Security Deposit will not bear any interest.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- Security Deposit is liable for forfeiture,
 - Successful bidder fails to provide service as per tendered job during the contract period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
 - If the performance of the bidder is found to be unsatisfactory.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

5. Validity of Price Bid: The offer should be valid for period of two months from the date of opening of the tender.

6. Payment Terms:

All Payments will be made on the basis of Receipt of invoice / Lorry Receipt as supported documents. **Payment will be made after 10 days of receipt of bill.**

Tenderer should quote only rate per Trip basis & it should be firm rate basis during the period of contract. Rate in any other basis is not acceptable.

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

7. Placement of Truck:

The successful bidder shall place the vehicles as per our requirement on time. In the event of failure to do so, BL shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder.

8. Award of Contract:

- **BL shall place the Purchase order on the Lowest Quoted Bidder for each location wise as mentioned in Price Bid Form and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder**
- **100% order will be placed on L1 party on location wise. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.**
- **Negotiations, if held will be only with the lowest bidder.**

9. Invoicing:

Transporter will be required to ensure that each consignment delivered by him to our works is accompanied by his Lorry Receipt. A receipted copy of the Lorry Receipt must be submitted with the bill. One copy of the Lorry Receipt will be retained by us.

10 Risk Purchase:

The successful bidder shall place the trucks as per our requirement. In the event of failure to do so, BL shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any incurred by BL shall be recovered from the successful bidder.

11. Validity of the Contract:

The Contract if any awarded against this tender will be valid from **1 December 2021 to 30 December 2021**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

12. Transit Risk Insurance:

Transit Risk Insurance shall be covered by Transporter.

13. Penalty due to non-performance. Any failure on transporter's part may warrant BL to arrange vehicle from other source at the successful bidder's risk & cost recoverable from the pending bills or security deposit. In case of any shortage/damage/deterioration/loss of Steel for whatsoever reason while the same are in the custody of the transporter, the transporter shall be liable to make good the value of goods including duty, penalties and fines as are appropriate for such damage/shortage/loss/deterioration.

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. Reference for Documentation

Purchase Order Number must appear on all correspondence, Bills etc. 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 entirety without exceptions.

4. 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.

5. Delays

5.1 Delay in Bidding

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

5.2 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 Risk Purchase as mentioned in Special Terms & Conditions Clause no. 11.

5.3. 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 service 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.

6. 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.

7. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been 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.

8. Termination

Without prejudice to BL's 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
- 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

Balmer Lawrie & Co Ltd.
dt.12.11.2021
Industrial Packaging – Vadodara

Tender No. 1190LE0013

reserves the

right to claim and recover damages from the bidder in respect thereof. The Security Deposit shall be forfeited in such an event.

9. Safety to Company's Property.

The transporter should ensure that during the time of operation there is no damage to the property / personnel of Balmer Lawrie. In the event of any damage, the same will be repaired/compensated by the company at the cost of the transporter.

10. 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.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-I

D) SCOPE OF WORK

Transportation of Machinery & equipment by Road from our Industrial Packaging Plant at Vadodara to Industrial Packaging Plant at Chittoor, Andhra Pradesh.

Details of Required Vehicle –

Nature of Goods – Machinery and equipment

Pre-Curling machine and Compounding machine (Height- 8 feet, Length- 6.50 feet, Width- 5.5 feet)

Approx. Weight of Machinery- 3.5 MT



Type of vehicle – Open Body Taurus (full daala)



Size – 15 FT truck // 7 Ton Capacity

Plant addresses –

Vadodara-

Balmer Lawrie & Company Ltd. (SBU – Industrial Packaging) Plot no- 727, GIDC MANJUSAR, SAVLI, Vadodara, Gujarat- 391775

Chittoor –

Balmer Lawrie & Co Ltd (1090)
SBU – Industrial Packaging
62, Patnam Village, Thavanan Palli,
Mandal Araconda Road, Chittoor
(Andhra Pradesh) – 517131

Award of Contract:

- BL shall place the Purchase order on the Lowest Quoted Bidder for each location wise as mentioned in Price Bid Form and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder
- 100% order will be placed on L1 party on location wise. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.
- Negotiations, if held will be only with the lowest bidder.

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	

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Annexure-II**E. PRICE BID FORM**

Transportation of Machinery & equipment by Road from our Industrial Packaging Plant at Vadodara to Industrial Packaging Plant at Chittoor.

SNo. Location from	Est. Qty. (Trip) (A)	Per Trip Rate (B)	Total (A X B)
1. From IP Vadodara to Chittoor – Nature of Goods – Machinery and equipment (Approx. weight of Machinery 3.5 MT) Type of vehicle – Open Body Taurus (full daala) Size – 15 FT truck // 7 Ton Capacity GST If Applicable	1		
		Total Final Amount	
<p>1. * The bidders should quote the rates only on “per Trip Basis” & exclusive of loading & unloading charges. Rates quoted on any other basis are not acceptable.</p>			
GST No		PAN (Personal Account No.)	
Contact Person		Telephone Nos.	
E-Mail ID		Fax Nos.	
<p>We have quoted our rates after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.</p> <p style="text-align: center;">Signature of the bidder with Seal & Date</p>			

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F.ANNEXURE- III

CONDITIONS FOR BID SUBMISSION

A) Sealed Envelope Format: -

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.
Industrial Packaging - Vadodara,
Plot no-727, GIDC, Savli Industrial Estate
Manjusar, Vadodara, Gujarat-391775
Mr. Deepak Kumar-- 9958504519

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G.ANNEXURE IV

SUPPLIER CODE OF CONDUCT

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

The supplier declares herewith:

Legal Compliance

- To comply with the laws of the applicable legal system(s).

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

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

Prohibition of child labour

- To employ no workers under the age of 18;

Health and safety of employees

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system;

Environmental Protection

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

Supply Chain

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

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H. Annexure – V

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

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

Authorized Signatory

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I- Annexure-VI

GST Compliance

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

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J - Annexure-VII**DETAILS OF
BIDDER**

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	