



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai – 400001, India
Tel. No. 091 – 022 – 66258181
Fax No. 091 – 022 – 66258200**

NOTICE INVITING TENDER

Tender No. 0100LM1997 Dated 18-11-2021

**Due date of Tender : 29-11-2021 at 16:00 hrs.
Opening of Technical Bid : 29-11-2021 at 16: 05 hrs.**

Online Bid E-Tender is invited for supply of 18G GI Locking Rings with 6” Lever and 20G GI Locking Rings with 5” Lever during the period Dec’21 to Jan’22(Extendable By one Month) through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>

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

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Mr. Amlan Gupta Mob : +919987499905 Land Line No.022- 66258188 e-mail: gupta.amlan@balmerlawrie.com 2. Mr. Abhijeet Tambe, Mob +918082306920 Land Line No. 022 6625 8196 Email – tambe.ap@balmerlawrie.com	Contact Person 1. Mr. Ujwala Shimpi, (022) 66865608 Email – ujwala.shimpi@c1india.com (Mumbai / Monday -Friday) 2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday -Friday) 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday) 4.Helpdesk Support (Kolkata) Email -blsupport@c1india.com - (Monday – Saturday) +91 -8017272644 Escalation level 1 – Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 -Mr.Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

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 Silvassa, Asaoti, Chennai, Chittoor, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conform to Safety, Health and environment norms. We have a requirement of approx. 28,000 Nos. ($\pm 10\%$) GI Locking Rings for Barrel Manufacturing at our IP Silvassa plant during the period Dec'21 to Jan'22 (extendable by one month or till quantity completion) as per requirement.

A. Instructions for bidders

1. Please Refer to Annexure – II for detailed Technical Specifications / scope of supply / scope of service
2. The tender is invited in **online-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Price Bid**.
3. All documents required in the tender can be submitted online.
4. The tender is invited in online Bid System. The tender document consists of Pre-Qualification Criteria (Unpriced Bid) - Annexure-III, & Price Bid Annexure-IV. Price Bids of those bidders shall be opened only who will satisfy all Pre-Qualification Criterion as written in Annexure- III.
5. Important points to be noted

5.1 Due date for submission of bids	: 29-11-2021 at 16:00 hrs.
5.2 Price Bid Opening	: 29-11-2021 at 16:05 hrs.

“Kindly refer Annexure-VII for ‘Conditions for Online Bid Submission’

All Bids are to be completed and submitted online 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.

This document is the Tender.

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

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8

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 IX.

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.

Response from registered Vendors registered in Balmer Lawrie 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 subsequent Tenders.

Tender documents consists of:

Sr. No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
4	Special Terms and Conditions	III
5	General Terms and Conditions	IV
6	Price Bid	V
7	GST Compliance	VI
8	GST Details	VII
9	CONDITIONS FOR ONLINE BID SUBMISSION	VIII
10	SUPPLIER CODE OF CONDUCT	IX
11	<ul style="list-style-type: none">• CPP DECLARATION• LOCAL CONTENT• BID SECURITY DECLARATION• <u>Restrictions on Ground of Defense of India and national Security</u>	X-A X-B X-C X-D

6. 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.

7. Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and will remain unopened

8. Bid Validity

The offer shall remain valid for acceptance for a period of 60 working days from the date of opening of the Price Bid.

9. Bid Rejection Criteria

A bid may be rejected if

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

10. 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*)

11. 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 – V is Price Bid)

Price bid should be filled on online as per format provided (Annexure-V)

- B. After submission of bid online, the bidder 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 -400001 before due date &Time

ANNEXURE – I

GENERAL INFORMATION

This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

- Confirmation on the scope as detailed out in this tender.

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 BL's website as well as in E-procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

ANNEXURE – II

SCOPE OF SUPPLY

Description	20G GI LOCKING RING WITH 5" LEVER	18G GI LOCKING RING WITH 6" LEVER
Estimated Quantity	4000 Nos.	24000 Nos.
Minimum Microns	8μ	8μ
Approximate Weight per Ring	630g	825g
Ring OD	603mm	603mm
Ring ID	578mm	578mm
PL	1895mm	1895mm
Width	23.50mm ± 0.50mm	23.50mm ± 0.50mm
Lever Size	5"	6"
Lever Thickness	1.20mm	2.00mm
Joints	All Riveted	All Riveted

NOTE: The above specs are indicative, however, the final Specifications will be as per the previous approved specification / supplies or mutually signed specification with successful bidder based on their plant capabilities & issued with Purchase Order.

ANNEXURE – III

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
This contract is for Supply of "GI Locking Rings" as per Annexure – II
3. Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Freight, and Tax Invoice mentioning GST number etc. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract** – The contract is valid for the month Dec'21-Jan'22. The material to be delivered to BL plants on monthly basis within the 15days from the date of schedule/call up given for the month. The schedule is given for the supply period based on projections and BL reserves the right to modify the schedules at time closer to the period based on the actual consumption and market conditions, which will be binding on the successful bidders.
6. **Tender Evaluation**
The tender would be finalized on the basis of item wise Lowest Net Delivered Price (NDP) as per Annexure – V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Packing & Marking**
The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing
10. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.
11. In case of unsatisfactory performance of the successful bidder(s) either in relation to quality of material 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(s)

ANNEXURE – IV

GENERAL TERMS & 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 / Service

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

3. Reference for Documentation

Tender Number / Purchase Order Number must appear on all correspondence, 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 3 working 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. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

6. Earnest Money Deposit (EMD)

a. **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**

Also bidder needs to submit all the declaration mentioned below on company's letterhead along with price bid as per format provided in Annexure V of tender document

- Annexure X-A- CPP DECLARATION
- Annexure X-B – LOCAL CONTENT
- Annexure-X-BID SECURITY DECLARATION
- Annexure-X-D – RESTRICTION ON GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY

7. Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit if any 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 IX.

8. Validity of Quotation: The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.

9. Sub-Contracting: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

10. PAYMENT TERMS

Our payment terms are as follows:

Payment for the accepted material will be made within 30 days from the date of receipt of material or bill whichever is later. Payments shall be made from the location of delivery.

Consignment should be accompanied by valid documents such as Delivery Challan, Tax Invoice mentioning GST number. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

TDS of 2% shall be deducted as per Notification No.50/2018 dated 13th September 2018, TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

11. SECURITY DEPOSIT:

Successful bidder will be required to pay Security Deposit equivalent to 3 % of the Basic Value of the Order within 7 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of Balmer Lawrie & Co. Ltd., payable at Mumbai.

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

- The Security Deposit will not bear any interest.
- Security Deposit is liable for forfeiture, if
 - Successful bidder fails to supply tendered item as per delivery period.
 - Successful bidder violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.
- Payment of supply made will be released only after receipt of Security Deposit.

12. Risk Purchase:

In case delivery of material is not effected as per given schedule from time to time, 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 amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

13. Award of Contract: The order will be placed item wise on the L1 bidder only.

14. The spill over quantity, if any, may be carried forward beyond the contractual period with mutual consent

15. 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. Ltd. 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.

15.1 Dispute between Public Sector Organizations:

Any dispute or difference between the parties hereto arising out of any notified claim of the Contractor in terms of hereof and/or arising out of any amount claimed by the Owner (whether or not the amount claimed by the Owner or any part thereof shall have been deducted from the Final Bill of the Contractor or any

amount paid by the Owner to the Contractor in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to arbitration of one of the arbitrators to be nominated by Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 (26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided, however, that any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary, as the case may be, whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

15.2 Dispute with foreign parties:

- 15.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, either directly or indirectly, which cannot be settled by the Parties hereto, shall be finally decided by arbitration in accordance with the UNCITRAL rules of arbitration existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern.
- 15.2.2 There shall be three arbitrators; one of the arbitrators will be nominated by each of the Parties and the third (who shall act as Chairman) shall be appointed by agreement between the Parties and failing such agreement shall be appointed by agreement between the nominated arbitrators and failing such agreement shall be appointed in accordance with the UNCITRAL rules or if rules do not provide for an appointing authority, then the appointing authority shall be as provided in accordance with the appointing procedures of the International Chamber of Commerce, Paris, France; otherwise, the arbitration shall be instituted in accordance with the UNCITRAL rules.
- 15.2.3 The arbitration, including the rendering of the award, shall take place in New Delhi. The language to be used in the arbitration shall be English.
- 15.2.4 Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and procedural law of India, excluding its conflicts of law provisions. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence. Cost of arbitration shall be shared equally by the Parties.
- 15.2.5 Judgement upon the award rendered shall be enforceable in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 15.2.6 This agreement shall be governed by the laws of India.

15.3 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor shall continue and to be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the Owner) and the Contractor shall remain liable and bound in all respects under the Contract

16. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Head(IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

17. 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.

18. 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 will attract Risk Purchase clause as mentioned in Clause no. 12 of General Terms & Conditions of this tender.

19. Price

Unless otherwise agreed to in terms of the purchase order, the price shall be:
Firm and not subject to escalation for any reason whatsoever till execution of entire order.

20. 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 :

- The bidder fails to comply with any material term of the Contract.
- The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The bidder fails to deliver the item within the stipulated Delivery Period and / or to replace / rectify any rejected or defective material promptly.
- The bidder becomes bankrupt or goes into liquidation.
- The bidder makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the bidder.
- 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 discontinue the supply as per the purchase order.

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. BL reserves the right to recover such loss from any outstanding payment to the bidder towards previous supplies. The EMD/Security Deposit will be forfeited if any.

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

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		SILVASSA	SILVASSA
	Material Description	Locking Rings	20G GI LOCKING RINGS WITH 5" LEVER	18G GI LOCKING RINGS WITH 6" LEVER
A.	Quantity		4000	24000
B.	UOM		Nos.	Nos.
C.	Basic	Input by Seller		
D.	Freight	Input by Seller		
E.	SGST / UGST %	% of (C+D)		
F.	CGST %	% of (C+D)		
G.	IGST %	% of (C+D)		
H.	Total landed price	(C+D+E+F) or (C+D+G)		
I.	Less GST	(E+F) or G		
J.	Net Landed Price	(H-I)		
K.	Net Landed Value	(A X J)		

Annexure – VI

GST Compliances

1. Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure – VII attached if not provided already.
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 must 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.

Annexure - VII

Format for GST Details

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/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	

CONDITIONS FOR ONLINE BID SUBMISSION

Pre-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.

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.

Registration with e-Procurement 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

Contact Person

1. Mr. Ujwala Shimpi, (022) 66865608 Email – ujwala.shimpi@c1india.com (Mumbai / Monday -Friday)

2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com

3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com

4. Mr.CH.ManiSankar(Chennai), +91-8939284159 Email– chikkavarapu.manisankar@c1india.com

5. Helpdesk Support (Kolkata) Email -blsupport@c1india.com

OR

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

Mr. Amlan Gupta-Landline-02266258188, Mob.9987499905, gupta.amlan@balmerlawrie.com

Mr. Abhijeet Tambe - Land Line 022 66258196, Mob 08082306920, ,e.mail: tambe.ap@balmerlawrie.com

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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

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

ANNEXURE IX

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 behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

Prohibition of child labor

- 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 supplier's compliance with this Code of Conduct.
- To comply with the principles of nondiscrimination with regard to supplier selection and treatment.

Annexure X-A

**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.

Company Authorized Signatory
(Seal & Stamp)

Annexure – X (B)

Purchase Preference to Make in India and MSE Supplier-

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.

Annexure – X (B)

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 –

Authorized Signatory,

DECLARATION – X (C)

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 contact period whichever is later

Authorized Signatory,

Annexure – X(D)

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.

DECLARATION – X (D)

**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,

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS AND TAX DETAILS

Address	Tax Information
Balmer Lawrie & Co Ltd (1030) SBU – Industrial Packaging Survey no. 23/1/1, Khadoli Silvassa (UT of Dadra Nagar & Haveli) – 396230 Ph - 0260-2649044, Fax – 0260-2699045	Provisional ID Number: 26AABCB0984E1ZX
Balmer Lawrie & Co Ltd (1050) SBU – Industrial Packaging Vill: Piyala, PO Asaoti Faridabad (Haryana) – 121102 Ph - 0129-2205073, Fax – 0129-2215090	Provisional ID Number: 06AABCB0984E1ZZ
Balmer Lawrie & Co Ltd (1070) SBU – Industrial Packaging 32, Sattangadu Village, Manali Chennai (Tamil Nadu) – 600068 Ph - 044-25941438, Fax - 044-25941156	Provisional ID Number: 33AABCB0984E1Z2
Balmer Lawrie & Co Ltd (1090) SBU – Industrial Packaging 62, Patnam Village, Araconda Road Chittoor (Andhra Pradesh) – 517131 Ph - 08573-281077, Fax No. – 08573-281088	Provisional ID Number: 37AABCB0984E1ZU
Balmer Lawrie & Co Ltd (1110) SBU – Industrial Packaging P-4/1, Oil Installation Road, Paharpur Kolkata (West Bengal) – 700088 Ph - 033-24393808, Fax No. – 033- 24393793	Provisional ID Number: 19AABCB0984E1ZS
Balmer Lawrie & Co Ltd (1150) SBU – Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208 Ph – 022-27412660	Provisional ID Number: 27AABCB0984E1ZV