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NOTICE INVITING TENDER

On Line bids(Single Stage) are invited from manufacturers or suppliers, experienced vendors who fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms and Conditions", for undertaking the subject contract for Supply of stretch films as per the BOQ mentioned in Annexure -2.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from <u>www.balmerlawrie.com</u>.and the procurement website <u>https://balmerlawrie.eproc.in</u>.

The tender has to be submitted online.

The signed copies of the required documents in support of bidder's credentials are to be uploaded / sent along with the tender documents.

S. No	Description	Details				
1	Name of Work	Supply of Stretch Films				
2	Tender No	BL/LI/CC/HYD/XXXX				
3	Validity Of Offer	90 days from the date of opening of Technical				
		bid.				
4	Tender Fee	Nil				
5	EMD (interest-free)	Rs.7000 /-				
6	Downloading / Submission of Tender :					
	a. Startson	25/10/2017 at 17.00 hrs				
	b. Closeson	10/11/2017 at 17.00 hrs				
7	Opening of tender	10/11/2017 at 17.30 hrs				

SPECIAL INSTRUCTION TO BIDDERS

A. LIST OF DOCUMENTS TO BESUBMITTED

The signed and stamped copies of following documents should be sent as part of the technical/commercial bid submission,

- a. Power of Attorney authorizing the person who has signed the tender document to act and sign on behalf of thecompany.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd Company /certified copy of / partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorshipfirm.
- c. Copy of PAN Card.
- d. GST Registrationnumber.
- e. Sign and Stamp on all the pages of the tender document(NIT).

B. VERIFICATION OF DOCUMENTS / SUBMISSION OF BIDS / CANCELLATION OFBIDS

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all originaldocuments.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without furthercommunication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by BalmerLawrie.

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- d. Incomplete Tenders are liable for rejection without any reference to the renderer and decision of Balmer Lawrie in this respect will befinal.
- e. If at any stage it transpires that any party submitted false or forged documents may be Blacklisted and the EMD would be forfeited, contract could be cancelled, criminal prosecution or any other action as deemed fit may beinitiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.
- g. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at anystage.
- h. All the bids will be evaluated based on the criteria as mentioned in this NIT. Tenders of those bidders who are not meeting the criteria as specified in the NIT, may not be considered for commercialevaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarilyrejected.

1. SCOPE OFWORK

The scope of work shall be to supply of Stretch film Rollas per technical specifications mentioned in clause no. 24 of tender documents.The rate should be inclusive of transporting to our facility at Medchal, Hyderabad.

2. <u>CONTRACTPERIOD</u>

The contract period shall be for a period of 12Months starting from the date of receipt of PO or the intimation for the supply intimated by BL official whichever is earlier.

3. QUALIFICATIONCRITERIA

- 3.1. The bidder should provide registration certificates of their factory or if the bidder is dealer then authorized dealership document is to be submitted.
- 3.2. Average annual turnover of the bidder shall be minimum of INR4.00 Lacs during the last three financial years ending 31st March,2016.
- 3.3. Bidder shall enclose self-attested copy of GST Registration
- 3.4. Bidder shall sign and stamp on all pages of the NIT including Declaration, Annexure -1 and Annexure-2 denoting the acceptance of the terms of NIT, scope of work and technicalspecifications.
- 3.5. Bidder shall submit interest-free EMD of INR 7000 /- (Rupees Seven thousand only).
- 3.6. Bidder shall enclose Power of attorney or Letter of authority who has signed the TenderDocument.
- 3.7. Bidder shall attach Copy of Company's Permanent Account Number (PAN) duly signed & stamped.
- 3.8. The bidder should not be blacklisted from any government institutions. A self-declaration in that regard is to be submitted by the bidder.

Please note that bidders not fulfilling the qualification criteria will not be considered for further evaluation.

4. TENDERDOCUMENTS

Tender Documents comprises Notice Inviting Tender and Price Bid (Annexure-2). Bidders are requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification, in case of any query, from the Tender Inviting Authority within the stipulated time frame as mentioned in the Tender Schedule.

5. VALIDITY OFOFFER

Tendered shall keep their offer valid for acceptance for a period of 90 days from the date of submission of tender.

6. LATEBIDS

Bids received after the due date shall not be accepted under any circumstances, bidders are requested to send their bids considering the holidays. Office of Balmer Lawrie is closed on Saturday and Sunday and holidays as per the company policy.

7. OPENING OFBIDS

The bids will be opened online only.

8. DEVIATIONS

It is expected that bidders will submit their bid strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Should it, however, become unavoidable, deviations (in the form of Deviation Sheet) should be submitted along with the Bid.

BL reserves the right to reject any bid containing major deviation(s).

9. **BIDSIGNING**

All signatures in bids shall be dated and shall bear a seal/stamp of the bidder. In addition, all pages of the bids before submission of the bid shall be initiated at lower right hand corner by the Bidder or by a person holding a Power of Attorney or a letter of authorization authorizing him to sign on behalf of the bidder.

10. TENDERSUBMISSION

The bidders would be required to register on the e-procurement site https://balmerlawrie.eproc.in and submit their bids online.

For registration and online bid submission bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website https://balmerlawrie.eproc.in during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

SI. No.	Name	e-mail ID	Contact No.
1.	Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
2.	Tirtha Das	tirtha.das@c1india.com	+91-9163254290
3.	Ravi Gaiwal	ravi.gaiwal@c1india.com	+91-022-66865633
4.	UjjalMitra	ujjal.mitra@c1india.com	+91-89866 78058

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The bidder shall authenticate the bid with his Digital Certificate 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 (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The bidder shall invariably furnish the original DD towards Tender fee and DD/BG towards EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminalprosecution.

The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

The bidder 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 process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders 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.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

The hardcopies as explained above should reach the office of Balmer Lawrie at the following address.

Kind Attention –Mr.Koli Executive, Balmer Lawrie & Co Ltd, Container Freight Station, Plot No. 1, Sector 7, Dronagiri Node, OppJNPT, Navi Mumbai -400707, Maharashtra. Mobile : 9892384603.

11. SELECTIONCRITERIA

The final selection would be based on L1 Criteria only, however the Company reserves the right for price negotiation with L1 depending on the circumstance.

For Balmer Lawrie & Co Ltd

RAKESH R. CHOUDHARY (Project Leader - Cold Chain)

GENERAL CONDITIONS OF CONTRACT

12. BIDDERS RESPONSIBILITY TO COLLECT ALL REQUIREDDATA

- (i) The bidder should study all the terms & conditions of the tender documents carefully, understand the same and specification etc. before quoting. If there are any doubts about tender conditions he should obtain clarification from Mr. Rakesh Choudhary (Mobile +919866400155). This shall not be the justification for late submission or extension, compensating date or time to the tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of contract period.
- (ii) Under no circumstances, Tenders may be withdrawn or modified after submission to the Owner. Negligence on the part of the Bidder in preparing his tender confers no right for withdrawal or modification of his tender after the tender has beenopened.

13. RATES, TAXES ANDDUTIES

Bidders should quote rate/prices as per the price bid format, rate should be inclusive of Transportation charges.

14. PRICEBID

- (i) Bidders shall quote their prices in the Price Bid format of Annexure-2.
- (ii) Bidders are required to quote the most competitive offer for the work as per the enclosed specification and details availabletherein.
- (iii) The Price Bid should not contain any information other than the price as per the price bid format.

15. RIGHT TO ACCEPT OR REJECTTENDER

The Tender inviting authority/Owner reserves the right to accept or reject any or every tender without assigning any reason whatsoever / or to negotiate with the bidder(s) in the manner the Owner considers suitable. The supply may be split up if considered expedient.

16. EARNEST MONEYDEPOSIT

An interest-free Earnest Money Deposit Amount of Rs. 7000/- Seven Thousand Only) to be submitted in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai /Navi Mumbai.

The Demand Draft/Pay order has to be made from a Scheduled Indian Bank. Cheque / Cash payment is not acceptable towards EMD.

MSME and NSIC certified bidders are exempted from paying the EMD amount, however, the supporting documents w.r.t. to the category registered in NSIC/MSME is required to be submitted in support of the claim.

Bidders should note the following points with respect to EMD,

- a. Offer received without EMD will berejected.
- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry nointerest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received byBL.

d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount Seal & Signature of the Bidder 12 payable by the company is notallowed.

EMD is liable to forfeiture in the event of:

- a. Withdrawal of offers during validity period of theoffer
- b. Non acceptance of orders by the bidder within the stipulated time after placement of LOI/P.O.
- c. Any unilateral revision made by the bidder during the validity period of theoffer.
- d. Non execution of the prescribed documents after acceptance of thecontract.
- e. Non submission of SecurityDeposit.

17. SECURITYDEPOSIT

Submitted EMD for the successful bidder shall get converted into Security Deposit, and for unsuccessful bidder the same shall be refunded through RTGS/NEFT after acceptance of the order by the successful bidder.

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder only on successful supply.

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

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a) Non Supply after Acceptance of Order.
- b) SuccessfulBidderfailstodeliverthematerialsaspertheterms&conditionofthePurchaseOrder.
- c) Successful Bidder violates the tenderconditions.
- d) If the performance of the bidder is found to beun-satisfactory.

18. PATENTS ANDROYALTIES

Manufacturer or supplier, if licensed under any patent covering, Equipment, Machinery, Materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto.

19. ARBITRATION

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed mutuallyunder the provisions of Arbitration and conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be paid equally by both theparties.

20. TESTREPORTS

The supply of the materials shall be accompanied with test reports as per the technical details mentioned in tender documents.

21. PRICEESCALATION

The prices/rates quoted by bidder shall remain firm till during the contract period and shall not be subject to escalation.

Seal & Signature of the Bidder

SPECIAL CONDITIONS OF CONTRACT

22. GENERAL

- a. Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work and any other document forming part of this contract wherever the contract so requires.
- b. Notwithstanding the sub-division of the document into separate sections, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract as far as it may be practicable to doso.
- c. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provision of the Special Conditions of Contract, then unless different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent of such repugnancy or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of General Conditions ofContract.

23. LOCATION OF SUPPLY/ CONTACT PERSON

The facility is located in Medchal in Ranga Reddy District, approximately 25 KM from Hyderabad city where the materials are required to be delivered. The complete address is as under:

Survey No. 833, Medchal Industrial Area Village Medchal, Medchal (District) Telangana - 501 401

Contact Person:- A.N.Vamsi Krishna, Unit Head, + 91 9676505656. Email ID: -addagiri.n@balmerlawrie.com

24. PRODUCT TECHNICAL SPECIFICATIONS

Product	LLDPE Stretch Wrap Film			
Design	Flat Film wound to 75 mm paper tube/core in			
	continuous length			
Thickness	23 microns +/- 5 microns			
Width	<mark>600 mm +/- 3 mm</mark>			
Length	450 to 500 meters in each reel			
Weight of each reel	5.5 to 6.5 kg each reel			
Core weight	0.500 grams			
Gross weight	<mark>6 to 7 kg</mark>			
Stretch Percentage	<mark>150-200%</mark>			
Application	Wrapping of bundles, boxes etc.			

Seal & Signature of the Bidder

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Food contact status	Suitable for direct contact applications			
Environmental Status	Post-consumer waste is 100% recyclable			
Gloss	Excellent Clarity and gloss			

25. NEGOTIATIONS

- 25.1. Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 25.2. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the attendant remedies available to them.

26. TERMS OFPAYMENT

Payment shall be made after receipt of materials. The payment shall be released within 30 days from the date of receipt of certified invoice for quality cleared material

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DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No<mark>: BL/LI/CC/HYD/</mark>XX and hereby confirm our acceptance of the same.

Place:

Signature of Tenderer

Date:

Name & Address

ANNEXURE – 1

PARTICULARS OF THE BIDDER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the	
	Tender	
4.	Name, designation, mobile number, e-mail, Fax no. and any	
	other details of the Contact Person	
5	Year of commencement of business	
6	Whether Sole Trader/ Partnership / Private Limited	
	Co., or Public Limited Co. / LLP	
7	Registration No. (Under companies Act)	
8	Copy of Incorporation /Registration certificate	
	from ROC(Registrar of company)	
9	Income Tax PAN no.	
10	Whether copy of PAN enclosed	
11	Whether copy of latest Income Tax Return enclosed	
12	GST Registration. No. enclosed	
13	Complete Details of the Banker, Name, Address, IFSC Code, Bank	
	Code, Account No and Type of Account	
	Name of Bank	
	Bank Branch Address	
	IFSC Codes	
	Bank Branch Code	
	Account No.	
	Type of Account	
15	Whether registered under NSIC / MSME	
16	In case registered under NSIC / MSME, provide registration	
	number and copy of registration certificate.	

ANNEXURE-2

BOQ / PRICE BID-to be submitted online only

Tender for Supply of Stretch Films for Temperature Controlled Warehouse at Medchal, Hyderabad.

Sr. No.	Descriptions	Qty.	Unit	Rate (INR)	Basic Amount (Rs.)	GST %	<mark>GST</mark> Amount (Rs.)	Total Amount (Including GST)
1	Supply of StretchFilmsas per Technical Specifications.	<mark>10000</mark>	<mark>Kg</mark>					