

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

NOTICE INVITING TENDER

Tender No. 0100LM1311 dated 18.02.2019

Due date of Tender : 28.02.2019 at 14:00 hrs. Opening of Price Bid: 28.02.2019 at 14:30 hrs.

Sealed Single Bid offers are invited for supply of ""Uniform – Shirts & Trousers" to our Barrel Manufacturing Plant at Taloja [Navi Mumbai]. The tender document can be downloaded from www.balmerlawrie.com website.

Contact details

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

Contact Persons:

Shri Tushar Ingale, Mob. 9769015541 Land Line No. 022 66258209 e.mail: ingale.td@balmerlawrie.com

Smt Amanda Couto – Mob-09004002269, 022 66258208, email ID: amanda.c@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 -III for detailed Scope of supply.
- 2. The tender is invited in Single Bid System. The tender document consists of 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 28.02.2019 at 14:00 hrs.
- 4.2 Price Bid opening on 28.02.2019 at 14:30 hrs.

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

The term <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer Lawrie & Co.</u> 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.

5. Applicable 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 benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

6. Corrigendum to tender:

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

7. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. 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 Address of Balmer Lawrie location
- I. Annexure VI Bank Details for SWIFT/RTGS Transfers
- J. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers
- K. Annexure VIII CPPP Declaration

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

8. Late Bids

No offers will be entertained after the closing date.

9. Bid Validity

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

10. Bid Rejection Criteria

A bid may be rejected if

- (i) If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- (ii) If the bidder does not submit the supporting documents specified.
- (iii) The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- (iv) Conflict of interest between the bidder and the Company is detected at any stage.
- (v) 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.

11. Clarifications

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

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

12. Opening of Price Bid

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

13. Complete Scope of Supply

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

14. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the tender document Annexure-III would invite immediate disqualification from further consideration of the bid.

15. Language of Bids

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

16. Preparation and submission of Tender Documents

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

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Composite Nett delivered price (NDP) in Indian Rupee, for the items 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. The vendors are requested to submit the demand drafts towards EMD along with hard copies of documents to the Tender Inviting Authority before the due date at our Ballard Estate Office.

B. SPECIAL TERMS & CONDITIONS

1. 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 the material or bill whichever is later

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

3. Delivery Period

The supplier should ensure delivery of the material within 15-20 days from the date of the Purchase Order.

4. 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.

5. Award of Contract

The contract would be awarded to the lowest bidder based on the Composite Nett delivered price (NDP) in Indian Rupee, for the items 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.

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

6. Packing & Marking

The material should be packed sizewise for Shirts & Cargo Pants.

7. Delivery Of "Uniforms"

- i) To our plant at Taloja [Navi Mumbai] (addresses given as attachment). Delivery schedule should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.
- i) The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material should be suitably protected from water ingress especially during monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packaging.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier's account.

8. Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

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 III.

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays

7.1 Delay in Bidding

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

7.2 Delay in 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. 4.

8. Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory

authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above. BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

9. Sub-Contracts

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

10. Control Regulations

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

11.Termination

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

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited

12. Arbitration

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

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE 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

	E.DETAILS OF VENDOR	
	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	
24	GST rates (in %) applicable for	
21	Supply/Service to be provided. Composition Scheme Applicable	Yes / No
	Proof of GSTIN Registration No. per state	
23	[From GSTN website]	
24	Vendor's GSP name [GST Suvidha	
24	Provider's]	
25	Exemption No.	
26 27	Exemption Percentage Exemption Reason	
28	Exempt From	
29	Exempt To	

ANNEXURE-III

F. SCOPE OF SUPPLY

Shirt [As per sample shown below]

Type:- Formal Shirt

Color:- Sky blue lining shirt

Fabric:- Mafatlal (PC)

Sleeves:- Half

Pocket:- 1 on the left side of chest

Pattern:- Regular Formal

Embroidery: - Balmer Lawrie Industrial Packaging solid and clear embroidery with logo

above left pocket.

Trousers [As per sample shown]

below]

Type:- Cargo Pattern
Color:- Dark Navy Blue
Fabric:- Mafatlal 100% cotton

Fit:- Cargo Fit

Pocket:- Both side pocket on knee , Regular Side pocket,

Deep hip pocket

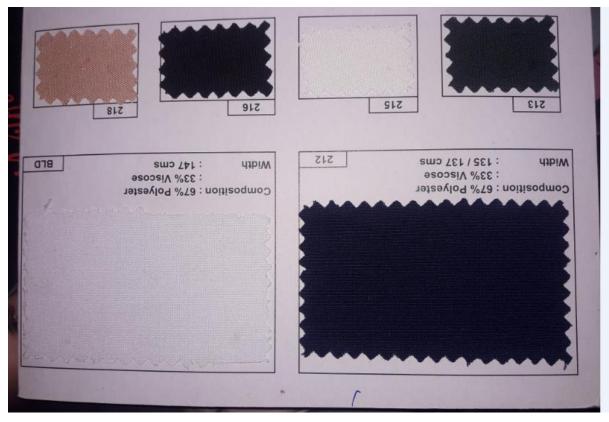
Style:- Solid

Zipper & Button:- Best quality zipper & Button will be appreciated .

Shirt Size with quantity				
Size	Shirt Size	Employee	Qty per Employee	Total
XS	34	3	3	9
S	36	3	3	9
М	38	8	3	24
L	40	11	3	33
XL	42	1	3	3
XXL	44	3	3	9
Total			87	

Trousers Size with quantity				
Sr.no	Trousers Size	Employee	Qty per Employee	Total
Size	30	1	3	3
Size	32	4	3	12
Size	34	7	3	21
Size	36	9	3	27
Size	38	7	3	21
Size	40	1	3	3
Total				87





ANNEXURE-IV

PRICE BID – to be filled by BIDDER

Sr.	II.	11014	Quantity	Unit Rate	Total Value (Pa)
No.	Item Description	UOM	(Nos)	[Rs./no.]	Total Value (Rs.)
1	Shirts		(a)	(b)	(c) = (a)x(b)
	XS(34)	Nos	9		
	S(36)	Nos	9		
	M(38)	Nos	24		
	L(40)	Nos	33		
	XL(42)	Nos	3		
	XXL(44)	Nos	9		
	Total		87		
2	Trousers				
	Size(30)	Nos	3		
	Size(32)	Nos	12		
	Size(34)	Nos	21		
	Size(36)	Nos	27		
	Size(38)	Nos	21		
	Size(40)	Nos	3		
	Total		87		
A	TOTAL VALUE				
В	Embroidery logo	[Shirt]	87		
С	Freight				
D	GST%				
E	Gross Delivered Price E=[A+B+C+D]				

(Amount in words-)
·	-

Note:-

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

Company Seal	Signature
	Name
	Designation
	Company
	Date

ANNEXURE - V

H. ADDRESSESS OF BALMER LAWRIE PLANT

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

ANNEXURE VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	L. Vendor's e mail id	

Annexure - VII

J. 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).

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.

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 suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Annexure - VIII

K. 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, hereb declare that I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM) Numbero 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 appropriat category].
[2] One of the partner / proprietor is a female – Yes / No [Kindly tick th appropriate category].
Company Authorized Signatory (Seal & Stamp)