

SBU - Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 -66258186/66258191 Fax No. 091 - 022- 66258200

# **NOTICE INVITING TENDER**

Tender No. 0100PM1546 dated 13.12.2019

Due date of Tender: 23.12.2019 at 17.00 hrs.

Opening of Technical Bid: 23.12.2019 at 17.30 hrs.

Online Two bid e-tenders are invited for supply of "2-ply corrugated paper" & "Single Ply Kraft Paper" to our plants at Silvassa, Taloja (Navi Mumbai), Asaoti (Faridabad), Chennai, Chittoor, Vadodara & Kolkata through the Balmer Lawrie e-procurement portal <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a>

- 1. The parties applying against the tender should be registered as Micro or Small Enterprisewith valid UdyogAadhar Number issued by Ministry of Micro, Small & Medium Enterprises. Self-attested copy of Udyog Aadhar Memorandum certificate must be submitted along with the duly filled, stamped and signed declaration attached at Annexure VIII in this regard.
- 2. Bids received without the documents supporting your registration as a Micro or Small Enterprises as above, will be rejected.
- 3. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy):
  - i. Subject to other terms & conditions stated in the tender document, 100% quantity of the proposed tender is **earmarked for Micro and Small Enterprises**.
  - ii. Micro and Small Enterprises will be exempted from payment of EMD.
  - iii. The above provisions shall apply to Micro and Small Enterprises registered under UdyogAadhar Memorandum issued by Ministry of Micro, Small & Medium Enterprises

# The bidder should be registered in Balmer Lawrie web portal through C1 India for online e-bidding.

## **Contact details**

Balmer Lawrie & Co. Ltd.	C1 India Pvt. Ltd.
SBU- Industrial Packaging,	603, Coral Classic, 20th Road,
5 J.N Heredia Marg, Ballard Estate	Near Ambedkar Park, Chembur
Mumbai – 400 001.	Mumbai – 400071
Contact Persons:	Contact Persons:
Shri Deepanjan Ghosh	1. Mr.Tirtha Das. Mob.09163254290
8590223690	e.mail- <u>tirtha.das@c1india.com</u>
022 66258212	2 .Mr.Tuhin Ghosh, Mob.08981165071
email id:	e.mail- <u>tuhin.qhosh@c1india.com</u>
ghosh.deepanjan@balmerlawrie.com	3. Mr.CH. Mani Sankar ,Mob.08939284159
	e.mail- <u>chikkavarapu.manisankar@c1india.com</u>
Shri Tushar Ingale	4. Miss. Ujwala Shimpi, Land No 022 66865608
<u>9769015541</u>	email – <u>ujwala.shimpi@c1india.com</u>
Email id:	5. Mr.Partha Ghosh,Mob. 08811093299
ingale.td@balmerlawrie.com	email – <u>partha.ghosh@c1india.com</u>

#### 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

- Online Two bid e-Tenders are invited from reputed suppliers/manufacturers for supply of "2-ply Corrugated Paper" & "Single Ply Kraft Paper" as per detailed specification contained in Annexure
  I of this tender for our plants at Silvassa, Taloja (Navi Mumbai), Asaoti (Faridabad), Chennai, Chittoor, Vadodara & Kolkata.
- 2. Please Refer to Annexure I for detailed Technical Specifications
- 3. The tender is invited in Two-Bid System. The tender document consists of Price Bid.
- 4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

5. Important points to be noted

5.1 Due date for submission of bids	23.12.2019 at 17.00 hrs.
5.2 Opening of Technical Bid	23.12.2019 at 17.30 hrs.

All Bids are to be completed and returned 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 <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer Lawrie & Co. Ltd."</u> BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

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

6. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Clause no. 1 of the Special Terms & Conditions of this Tender document.

Bidders should be registered in UAM and also submit the Annexure VIII.

## 7. 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/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

#### 8. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Pre-Qualification Criteria
- E. Annexure I Scope of Supply
- F. Annexures II-A, II-B & II C Price Bids.
- G. Annexure III Addresses of various Balmer Lawrie locations
- H. Annexure IV Bank Details for SWIFT/RTGS Transfers
- I. Annexure V Draft (Format for "Bank Guarantee for Security Deposit.")
- J. Annexure VI Conditions for Online Bid submission
- K. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers.

- L. Annexure VIII- Format for MSE bidder.
- M. Annexure IX- GST Compliances.
- N. Annexure X Details Of Vendor.
- O. Annexure XI List of BL officers for Releasing Payment.

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

#### 9. Late Bids

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

#### 10. Bid Validity

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

## 11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

# 12. Clarifications

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

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

# 13. Opening of Price Bid

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

# 14.Complete Scope of Work

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

## **15.Tender Documents and Deviations**

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

## 16.Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that** this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

#### 17. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

## a. Price Bid (Annexure II-A, B& C is Price Bid)

The lowest bidder will be decided based on the lowest Nett delivered price for each location in Indian Rupee, for the item mentioned in the scope of supply.

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 II- A,B & C).

#### **B. SPECIAL TERMS & CONDITIONS**

## 1) Security Deposit (SD)

Security Deposit amount to be deposited within 15 days of receipt of purchase order by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee valid for 8 months in BL's format (Annexure V) only for 5% of the order value.

Alternatively, the Security Deposit may be submitted by way of a Bank Guarantee from a Scheduled Indian Bank. 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. In case of non-submission of security deposit within 15 days of receipt of order, the payment (refer clause 2 of Special terms and conditions) shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.

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 delivery of the tendered item and

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 Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

## 2. 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. Payments for supply at different locations shall be made from the respective location.

In case sub-contractor/s employed by successful bidder, timely payment shall be released to such sub-contractor/s and a declaration of payment to such sub-contractor/s have been made to be submitted with each invoice of the successful bidder raised on Balmer Lawrie.

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. 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

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

#### 4. Stocks

Successful tenderer shall maintain 1/6 of the ordered quantity as stock to each size in their stock point at any point of time at their own cost.

## 5. Delivery Period

The supplier should ensure despatch of the item as per the call-up received from each individual plants from time to time

## 6. Risk Purchase

In case delivery of material is not effected as per given schedule from time to time, 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 / security desposit.

#### 7. Award of Contract

The order will be split in between the L1 & L2 parties in the ratio of **60:40**, provided the L2 party matches the rates with L1 rates. In case L2 tenderer does not agree to match the rates with L1 rates, then L3/L4 & so on tenderer would be approached to match the L1 rates. In case L2 ,L3 & balance tenderers do not agree to match L1, then 100% order will be placed on L1 party. 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.

# 8. Testing / Inspection

- i) Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii) It must be noted that it is not incumbent upon the company to check and test each and every lot of "2-ply corrugated paper" & "Single Kraft Paper". The company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

## 9. Delivery Of 2 ply Corrugated Paper & Single Ply Kraft Paper

i) To our plants at Silvassa, Taloja (Navi Mumbai), Asaoti (Faridabad), Chennai, Vadodara, Chittoor & Kolkata(addresses given as attachment). Delivery schedule

given from time to time for different locations should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.

- ii) The item should be bundled in multiple of 50 pcs for different sizes and it 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.

## 10. Validity of the Contract:

The Contract if any awarded against this tender will be valid for **Six months (Jan'20 – June'20)**. 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 and the tendered quantity may be increased for further period of six months with mutual consent.

#### 11. 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 I.

#### 3. Reference for Documentation

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

## 4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in 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

#### **Delay in Delivery**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time.

## 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	

AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.

# D. PRE-QUALIFICATION CRITERIA

SR NO	Criteria	Documents need to submit
1	Only reputed original Manufacturers shall be eligible. The bidder shall have at least three year experience in Manufacturing 2 ply Corrugated Paper & Single Ply Kraft Paper or similar items.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidences of successful supply of 2 ply Corrugated Paper & Single Ply Kraft Paper or similar type of material in last 7 years.	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria
3	The bidders should have an average annual financial turnover during the last 3 years (2016-17,2017-18,2018-19), ending 31 <sup>st</sup> March of previous financial year, should be at least Rs. 2 Crores.	Chartered Accountant Certified Profit & Loss & Balance Sheet copies.
4	Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender	Self-declaration on Company's letter head with sign and stamp
5	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
6	Copy of UAM	Copy of Certificate
7	Regular submission of GST Return to the Authority along with proof of submission of return for FY 18-19  (GSTR-1 &GSTR-3B)	Copy of (GSTR-1 &GSTR-3B)

# Note:

- a. Only those Vendors who meet the above Pre-qualification criteria will be qualified for opening of Price Bid subsequently.
- b. For bidder whose annual threshold limit is 40Lakhs is exempted for qualification in above clause no 7

ANNEXURE - I

# **E.Scope of Supply**

Corrugated Paper for wrapping M.S. Barrels

2-ply corrugated liner made from 80 GSM brown paper

Tolerance: +/- 5mm on length and breadth

Colour: Brown

Estimated Requirement (pieces) (+/- 10 %):

1. Size: 1900mm X 885mm X 80 GSM

Sl. No	Plant	Quantity (Pieces)
1	Silvassa	260000
2	Taloja	375000
3	Asaoti	250170
4	Chennai	250000
5	Chittoor	210000
6	Kolkata	12000
7	Vadodara	9100

#### 2. Size: 1900mm X 1200mm X 80 GSM

SI. No	Plant	Quantity (Pieces)
1	Silvassa	100000
2	Taloja	25000
3	Chittoor	70000
4	Vadodara	10000

Single-ply Kraft Paper for wrapping M.S. Barrels Tolerance: +/- 5mm on length and breadth

Colour: Brown Burst strength: 30

Size: 1900mm X 885mm X 100 GSM

## Quantity required

Sl. No	Plant	Quantity (Pieces)
1	Chennai	10000
2	Chittoor	70000

These are best estimates of requirement based on market conditions and carry no commitment. BL has the right to change (incr/decre) the quantity as per actual requirement. Successful tenderer will have to meet our actual requirement as indicated by us from time to time during the contract period.

## **ANNEXURE II-A**

# F. PRICE BID – to be filled by BIDDER

S.	Description	Silvassa	Taloja	Asaoti	Chennai	Chittoor	Kolkata	Vadodara
N			(Navi	(Farida				
о.			Mumbai)	bad)				
	Corrugated Paper- 2 ply	Rs./pc	Rs./pc	Rs./pc	Rs./pc	Rs./pc	Rs./pc	Rs./pc
	Size: 1900mm X 885mm							
	X 80 GSM							
1.	Basic Rate							
2.	Freight Charges (if any)							
3.	CGST %							
4.	SGGST / UTGST %							
5.	IGST %							
6.	Total Landed Price							
7.	Less CGST + SGST/UTGST							
9.	Less IGST							
10	Net Landed Price							

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	

#### **ANNEXURE II-B**

# PRICE BID – to be filled by BIDDER

S.No.	Description	Silvassa	Taloja	Chittoor	Vadodara
	Corrugated Paper- 2 ply	Rs./pc	Rs./pc	Rs/pc	Rs/pc
	Size: 1900mm X 1200mm X 80 GSM				
1.	Basic Rate				
2.	Freight Charges (if any)				
3.	CGST %				
4.	SGGST / UTGST %				
5.	IGST %				
6.	Total Landed Price				
7.	Less CGST + SGST/UTGST				
8.	Less IGST				
9.	Net Landed Price				

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	

**ANNEXURE II-C** 

# PRICE BID – to be filled by BIDDER

S.No.	Description	Chennai	Chittoor
	Single-ply Kraft Paper	Rs./pc	Rs/pc
	Size: 1900mm X 885mm X 100 GSM		
1.	Basic Rate		
2.	Freight Charges (if any)		
3.	CGST %		
4.	SGGST / UTGST %		
5.	IGST %		
6.	Total Landed Price		
7.	Less CGST + SGST/UTGST		
8.	Less IGST		
9.	Net Landed Price		

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	

**ANNEXURE - III** 

#### **G.ADDRESSESS OF VARIOUS BALMER LAWRIE PLANTS**

- Balmer Lawrie & Co. Ltd., Industrial Packaging, Survey No.23/1/1,Khadoli Village SILVASSA – 396 230.
- Balmer Lawrie & Co. Ltd., Industrial Packaging, G-15, G-16, G-17 & G-17
   Village: Padghe, Taluka: Panvel, Distt. Raigad, (Maharashtra) – 410 208
- Balmer Lawrie & Co. Ltd., Barrel Division Village Piyala Post Asaoti Dist. Faridabad HARYANA – 121 102.
- Balmer Lawrie & Co. Ltd., Industrial Packaging,
   Sattangadu Village
   Thiruvottiyur Manali Road, Manali
   CHENNAI 600 068.
- Balmer Lawrie & Co. Ltd., Industrial Packaging, Plant at 62, Patnam Village & Post, Tavnampalli Mandal, Aragonda Road, Chittoor – 517131
- Balmer Lawrie & Co Ltd, Industrial Packaging P-4/1,Oil Installation Road, Paharpur Kolkata (West Bengal) – 700088.
- 7. Balmer Lawrie & Co. Ltd., Industrial Packaging, Balmer Lawrie & Co.Ltd., Plot no 727, GIDC Savli, Manjusar, Vadodara-391775, Gujarat.

# **ANNEXURE IV**

# H. 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- V

I. (To be provided by successful bidder only)

# **Proforma of the Bank Guarantee**

(Security Deposit)

Bal	mer Lawrie & Co. Ltd.
5, J	N Heredia Marg,
Bal	lard Estate,
Mι	ımbai – 400 001.
Dea	ar Sir,
(he Ter Ter	At Messrs. /Mr (set out full name and a Bidder and constitution of the Contractor) reinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being order No(hereinafter referred as "the said nder") for the Supply of Corrugated Paper and in pursuance thereto an Order being dated (hereinafter referred to as "the Order") was issued by you to the Contractor.
onl me	e conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees y) as full security deposit (hereinafter referred to as "the security deposit") in the form therein intioned. The form of payment of security deposit includes a guarantee to be executed by a neduled Indian Bank.
us out	e said Messrs. / Mr (set out full name of the Contractor) have / has approached and at their / his / its request and in consideration of the premises. We (set tell name of the Bank) having our office, inter alia at (state the address of the nk) has agreed to give such guarantee in the manner following:
1.	We, ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2.	We, ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, (set out full name of the Bank ) shall not be relieved from our liability by reason

of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

- 3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
- 4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_\_ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
- 5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
- 6. Our guarantee shall remain in force and effect until \_\_\_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
- 7. We, \_\_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
- 8. We, \_\_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

#### **ANNEXURE-VI**

# J. CONDITIONS FOR ONLINE BID SUBMISSION

#### 1.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

- 1. Mr. Ujwala Shimpi, (022) 66865608 Email <u>ujwala.shimpi@c1india.com</u> (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— <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai / Monday -Saturday)
- 4.Helpdesk Support (Kolkata) Email <u>-blsupport@c1india.com</u> (Monday Saturday) +91 8017272644

Escalation level - Mr.Tuhin Ghosh, Mob. +91-8981165071 Email - tuhin.ghosh@c1india.com

#### 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 ExplorerVersions 6.0 SP2 and above

## **Java Component:**

- •Go to Control panel>Add/Remove Programs>
- •Check whether Java Runtime Environmentis 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.

## **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.

#### 4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit necessary documents if any to the Tender Inviting Authority before the due date at our Ballard Estate Office at <u>5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001.</u> BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

#### **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-VII**

#### K. 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:

#### 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.

## 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;
- o to respect the personal dignity, privacy and rights of each individual;
- o 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 labor

to employ no workers under the age of 18;

# 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;

## **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;
- o 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.

# L. CPPP DECLARATION/Format for MSE Bidders

# **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					
as M	M/s sSE supplier and have registere eron Central Public Pro	hereby d our Udyog	declare t Aadhar		gistered
	r Lawrie & Co. Ltd reserves the right CPPP.	th to verify the	authenti	city of the abo	ve claim
I/We h	ereby also declare the following :-				
[1]	I/We belong to SC/ST category – Ye	es / No [Kindly tic	k the app	ropriate catego	ry].
[2]	One of the partner / proprietors is category]	s a female – Yes	/ No [Kin	idly tick the app	oropriate

# M. GST Compliances

#### **Annexure -IX**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VI 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.
- [8] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment / black listing the vendor / debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

# **ANNEXURE-X**

# **N. DETAILS OF VENDOR**

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	

<mark>Balm</mark>	er Lawrie & Co. Ltd.	Tender No. 0100PM1546 dated 13.12.2019
SBU:	Industrial Packaging	
29	Exempt To	

# O.LIST OF OFFICERS DESIGNATED FOR RELEASING PAYMENT

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

	Industrial Packaging -			
Sr.No.	Location	Contact Person	Contact No.	email ID
1	Silvassa	Mr. Prasoon Aggarwal	9555587372	aggarwal.p@balmerlawrie.com
2	Kolkata	Mr. Manish Himmatsinghka	9830714142	himmatsinghka.m@balmerlawrie.com
3	Chennai	Mr. Manoj Karmakar	8124056521	karmakar.mk@balmerlawrie.com
4	Chittoor	Mr. Pravin K Singh	9883325136	singh.pk@balmerlawrie.com
5	Asaoti	Mr. D P Sharma	9717695849	sharma.dp@balmerlawrie.com
6	Taloja	Ms. Rekha	9867420162	rekha.rr@balmerlawrie.com
7	Vadodara	Mr. Vishal Gokharan	9819520229	vishal.g@balmerlawrie.com

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