



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

LOGISTICS INFRASTRUCTURE
Temperature Controlled Warehouse, Medchal
Survey No. 833
Village & Mandal - Medchal
Telangana
Mobile No 9866400155,
E-mail: choudhary.rr@balmerlawrie.com
TENDER NO: BL/LI/TCW-HYD/20-21/025
Dated 28/04/2020

TECHNICAL / COMMERCIAL BID

Tender Document for

[Supply of Stretch Film at Temperature Controlled Warehouse, Medchal]

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INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	NIT including Special Instructions to Bidders and other terms	3
3	General and Special Conditions of Contract	7
4	Declaration	12
5	Particulars of the Bidder's organization (Annexure-1)	13
6	Price Bid (Annexure-2)	14

NOTICE INVITING
TENDER

On Line bids in single bid system are invited from manufacturers or suppliers 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 at **at Temperature Controlled Warehouse, Medchal** as per the BOQ mentioned in **Annexure -2**.

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

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 at TCW Medchal
2	Tender No	No BL/LI/TCW-HYD/20-21/ 025
3	Validity Of Offer	90 days from the date of opening of Price bid.
4	Tender Fee	Nil
5	EMD (interest-free)	Rs.7000 /-
6	Downloading / Submission of Tender :	
	a. Starts on	28/04/2020 5.00 PM
	b. Closes on	09/05/2020 5.00 PM
7	Opening of Technical Bid	09/05/2020 5.30 PM

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 the company.
- 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 proprietorship firm.
- c. Copy of PAN Card.
- d. GST Registration number.
- e. Sign and Stamp on all the pages of the tender document (NIT).

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

- a. If Balmer Lawrie wants to verify all the submitted documents, then the bidder should bring all original documents.
- 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 further communication.
- 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 Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any reference to the tenderer and decision of Balmer Lawrie in this respect will be final.
- 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 be initiated.
- 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 any stage.
- 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 commercial evaluation.
- i. Tenders, if submitted through e-mail or fax, shall be summarily rejected.
- j. 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.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay an interest free EMD of Rs **7000.00/- (Rupees seven thousand only)** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai]**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **SCT/ST Category having MSMED/NSIC certificates should specifically mention the same. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts /documents should reach at our Container Freight Station ,Plot no. 1, Sector- 7, Dronagiri Node, Navi Mumbai -400707 address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which

maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

1.2 Bidders may contact the following resource persons for any assistance required in this regard.

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.3 Digital Certificate authentication

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.

1.4 All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2 Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.4 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.5 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.

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

3 Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

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

Kind Attention –Mr.Koli
Assistant Manager (Commercial)
Balmer Lawrie & Co Ltd,
Container Freight Station,
Plot No. 1, Sector 7,
Dronagiri Node, Opp JNPT ,
Navi Mumbai -400707, Maharashtra.
Mobile : 9892384603

4 SCOPE OFWORK

The scope of work shall be to supply of Stretch film Roll as per Product Technical Specifications mentioned in the tender documents. The rate should be inclusive of transporting to our facility at Medchal district, Telangana. The unit will give requisition on monthly basis and the supplier has to supply the stretch film on monthly basis. The quantity mentioned in the BOQ is indicative only which may increase or decrease to any extent depending upon the actual requirement. The bidder should ensure that the materials should reach within two days' time after placement of requisition.

5 **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	600 mm +/- 3 mm
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	6 to 7 kg
Stretch Percentage	150-200%
Application	Wrapping of bundles, boxes etc.
Food contact status	Suitable for direct contact applications
Environmental Status	Post-consumer waste is 100% recyclable
Gloss	Excellent Clarity and gloss

6 **TEST REPORTS**

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

7 **GENERAL TERMS AND CONDITIONS**

The tenderers shall fulfill the following eligibility criteria:

- 7.1 The bidder should provide registration certificates of their factory-or copy of registration under shop establishment.
- 7.2 Bidder shall enclose self-attested copy of GST Registration
- 7.3 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 technical specifications.
- 7.4 Bidder shall submit interest-free EMD of INR 7000 /- (Rupees Seven thousand only). Exempted for MSME as per the respective clause.
- 7.5 Bidder shall attach Copy of Company's Permanent Account Number (PAN) duly signed & stamped.
- 7.6 The bidder should not be blacklisted from any government institutions. A self-declaration in that regard is to be submitted by the bidder.
- 7.7 Bidder should be register vendor of any unit of Balmer Lawrie & Co.Ltd

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

8 SUBMISSION OF BIDS

The bids should be submitted in single bid process. For Price Bid, only the rates are to be submitted as per given format. The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder for online quoting.

9 TENDER OPENING

The bid will be opened as per tender calendar.

10 ACCEPTANCE OF OFFERS

a) Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

b) The tenderer shall quote the rate as per the format in Price Bid. In case the rate is found having quoted abnormally **HIGH** or **LOW** by any tenderer, the company may ask the bidder to justify the rates. If the bidder fails to justify the same satisfactorily the offer of such bidder will be cancelled.

c) Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

d. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

11 NEGOTIATIONS

11.1 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.

11.2 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.

12 PRICE & VALIDITY OF OFFER

The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components etc. till the validity of the contract period. Bidders should quote rate/prices as per the price bid format, rate should be inclusive of Transportation charges. Tendered shall keep their offer valid for acceptance for a period of 90 days from the date of Opening of price bid .

13 NOTIFICATION OF AWARD

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

14 CONTRACT PERIOD

The contract period shall be for a period of 12 Months starting from the date of receipt of PO or the intimation for the supply intimated by BL official whichever is earlier. The above may be extended for another 12 months on mutual agreement on same rate ,terms & conditions.

15 EARNEST MONEY DEPOSIT

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. Offer received without EMD will be rejected.

EMD is liable to forfeiture in the event of:

- a) **Withdrawal of offers during validity period of the offer**
- b) **Non acceptance of orders by the bidder within the stipulated time after placement of order.**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- e) **Bidders submitting false/fabricated/bogus documents in support of their credentials**

16 SECURITY DEPOSIT

The successful bidder has to deposit interest free security deposit of Rs.30000 /- by way of PO/DD drawn in the name of Balmer Lawrie & Co.Ltd ,Payable at Mumabi / Navi Mumabi The Earnest Money Deposit of Rs. 7,000.00 of the successful bidders can be adjusted against Security deposit.

Security deposit shall be retained till completion of the contract period. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

17 TERMS OF PAYMENT

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

18 SELECTION CRITERIA

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

19 PATENTS AND ROYALTIES

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.

20. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are **within the range of L1+15%**, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

21. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

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

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

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

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

23. SUB-LETTING OF WORK:

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

24. INDEMNITY

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

25. TERMINATION

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

26. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 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

27. LOCATION OF SUPPLY/ CONTACT PERSON

The facility is located in Village & Mandal- Medchal , Telangana where the materials are required to be delivered. The complete address is as under:

Temperature Controlled Warehouse
Survey no.833, Village & Mandal- Medchal
Telangana

Contact Person:- Mr. Vamsi Addagiri
Unit Head,
9676505656.

Declaration :

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Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No: BL/LI/TCW-HYD/20-21/025 DT. 28/04/2020 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	
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	

ANNEXURE-2

BOQ / PRICE BID-to be submitted online only

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

Sr. No.	Descriptions	Qty.	Unit	Rate (INR)	Basic Amount (Rs.)	GST %	GST Amount (Rs.)	Total Amount (Including GST)
1	Supply of Stretch Films as per Technical Specifications.	10000	Kg					