



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

**NOTICE INVITING TENDER**

Tender No. 0100LM0746 Dated 28-12-2016

Due date of Tender : 09-01-2017 at 14:30 hrs.  
Opening of Price Bid : 09-01-2017 at 14:35 hrs.

Online E-Bids are invited for supply of “Bitumen Drum Closures” for 165 litres capacity bitumen drums for our plant at P4/1, Oil Installation Road, Paharpur, Kolkata – 700 088.

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

**Contact details**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
<b>Contact Persons:</b> 1.Shri Anant Tirkey,Mob.09004966564 Land Line No.022 66258199 e.mail:tirkey.a@balmerlawrie.com	<b>Contact Person</b> 1.Mr.Ritabrata Chakraborty. Mob.+91 97487 08094 e.mail- <a href="mailto:ritabrata.chakraborty@c1india.com">ritabrata.chakraborty@c1india.com</a> 2.Mr.Ujjal Mitra, Mob.+91 77026 69806 e.mail- <a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a> 3.Mr.Rajesh Kumar,Mob.+091 96504 65143 e.mail- <a href="mailto:rajesh.kumar@c1india.com">rajesh.kumar@c1india.com</a> 4. Mr. Chandan Pdamkar,Mob.+91 99303 15405 e.mail- <a href="mailto:chandan.b@c1india.com">chandan.b@c1india.com</a> 5. Mr. Tuhin Ghosh, Mob. +91 89811 65071 e-mail- <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 6. Mr. Tirtha Das, Mob. +91 9163254290 e-mail- <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>

## 1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms. We have a requirement of **2,10,000 Nos. (+/- 10%)** "Bitumen Drum Closures" as per IS:3575 Latest for Barrel Manufacturing for our plant located at IP – Kolkata between the period January'17 to December'17 as per requirement.

### A. Instructions for bidders

1. Please Refer to Annexure – II for detailed Technical Specifications / scope of supply / scope of service
2. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.
3. All documents required in the tender can be submitted online.
4. Important points to be noted

4.1 Due date for submission of bids	: 09-01-2017 at 14:30 hrs.
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### "Kindly refer Annexure-VII for 'Conditions for Online Bid Submission'"

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

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

This document is the Tender.

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

5. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Annexure-IV
6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 10

**MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**

**NOTE: Bidder having NSIC/MSME Registration needs to attach complete set of copies of valid Certificate applicable for the tendered item.**

**Response from registered Vendors registered in Balmer Lawrie alone will be accepted and that other interested Vendors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders.**

Format of Tender

Tender documents consists of:

Sr. No.	Contents	Annexure
1	<b>General Information</b>	I
2	<b>Scope of Supply</b>	II
3	<b>Special Terms and Conditions</b>	III
4	<b>General Terms and Conditions</b>	IV
5	<b>Price Bid</b>	V
6	<b>Conditions for online bid submission</b>	VI

7. 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**

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

**9. Bid Validity**

The offer shall remain valid for acceptance for a period of 30 working days from the date of opening of the Price Bid.

**10. Bid Rejection Criteria**

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. **Bidder fails to quote for the full quantity specified for each Grade / Location / Plant.**
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

**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*)

**GENERAL INFORMATION**

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

**TENDERER SHALL SUBMIT FOLLOWING INFORMATION:**

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

**Corrigendum to tender:**

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

**SCOPE OF SUPPLY**

**“Bitumen Drum Closures” as per IS:3575 – Latest duly embossed**

Sl. No.	Description	Location	Quantity (nos.)
1	“Bitumen Drum Closures” as per IS:3575 Latest	Kolkata	2,10,000

Note:

1. The embossing should be as per the details provided by the Plant from time to time.
2. The item should be packed in multiple of 100 nos. and should be protected from water ingress. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing. **The packing should be such that it is easily detachable.**
3. All packages should be marked for easy identification for different types of embossing.
4. The successful Vendor should get the details of embossing from the plant before commencement of supply.
5. The lot size for delivery should be considered as – 10000 nos. (Minimum)

**SPECIAL TERMS & CONDITIONS**

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for Supply of Bitumen Drum Closures as per Annexure – II
3. Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Excise Duty, and Sales Tax etc. Excise Duty, Sales tax and Freight (before & after Sales Tax / VAT) should be shown separately.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract** – The materials ordered to be delivered to BL plants strictly as per the delivery schedule specified in the Purchase Orders for the month of Jan'17/Dec'17 as per Company's requirement. The schedule is given for the supply period based on projections and BL reserves the right to modify the schedules at time closer to the period based on the actual consumption and market conditions, which will be binding on the successful bidders.
6. **Tender Evaluation**  
  
**The tender would be finalized on the basis of Lowest Net Delivered Price (NDP) as per Annexure - V**
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Stock to be maintained by successful bidder**  
Considering the tender quantity will be evenly supplied during the period, the successful tenderer shall maintain a minimum stock of 30 days at their stock point at any point of time at their own cost. BL's official may visit the facility to verify the same. Failure to maintain the minimum stocks may lead to termination of the contract.
10. **Packing & Marking**  
The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing
11. **Dispatch Instructions**  
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.
12. In case of unsatisfactory performance of the successful bidder(s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit(s) deposited by the successful bidder(s)

## GENERAL TERMS & CONDITIONS

### 1. Introduction

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators.

Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to BL will be considered applicable at the time of any dispute.

### 2. Scope of Supply

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

### 3. Reference for Documentation

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

### 4. Confirmation of Order:

The successful bidder shall acknowledge the receipt of purchase order within 3 working days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions.

5. Submission of tender will mean that the bidder have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

6. **EARNEST MONEY DEPOSIT:** Earnest Money Deposit of Rs. 3000.00 (Rupees Three Thousand only) is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- i. In the event of withdrawal of offers during validity period of the offer
- ii. Any unilateral revision made by the bidder during the validity period of offer
- iii. Non acceptance of Contract Order within the stipulated time
- iv. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever
- v. Non submission of Security Deposit

### **OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED**

7. **Small Scale Units registered with National Small Industries Corporation Limited (NSIC / MSME), for item tendered are exempted from payment of Earnest Money Deposit.**

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

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

### 10. PAYMENT TERMS

Our payment terms are as follows:

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

Consignment should be accompanied by valid documents such as Excise Gate Pass, Delivery Challan, Tax Invoice under VAT Scheme. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

**11. SECURITY DEPOSIT:**

Successful bidder will be required to pay Security Deposit equivalent to 10 % of the Basic Value of the Order within 7 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of Balmer Lawrie & Co. Ltd., payable at Mumbai.

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

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

**12. Risk Purchase:** In case delivery of material is not effected as per given schedule from time to time, we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess amount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

**13. Award of Contract:** The Order will be placed on the L1 bidder only

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

**15. ARBITRATION**

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

**15.1 Dispute between Public Sector Organizations:**

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



**15.2 Dispute with foreign parties:**

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

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

**16. FORCE MAJEURE CLAUSE**

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

**17. Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

**18. Testing and Inspection**

Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.

It must be noted that it is incumbent upon the company to check and test each and every unit of the material. 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.

**19. 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.

**20. Delay in Delivery**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery will attract Risk Purchase clause as mentioned in Clause no. 12 of General Terms & Conditions of this tender.

**21. Price**

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

**22. Termination**

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

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

Upon receipt of said termination notice, the bidder shall immediately discontinue the supply as per the purchase order.

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

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

**PRICE BID FORMAT – to be filled by BIDDER ON LINE**

Sl. No.	Description		Rate Rs./nos.
	<b>Material Description</b>		"Bitumen Drum Closures" As per IS:3575-1993
A.	<b>Quantity</b>		2,10,000
B.	<b>UOM</b>		Nos.
C.	<b>Basic</b>	Input by Seller	
D.	<b>Excise Duty % (12.50%)</b>	% of C	
E.	<b>CST % (with "C" Form)</b>	% of (C+D)	
F.	<b>VAT %</b>	% of (C+D)	
G.	<b>Freight</b>	Input by Seller	
H.	<b>Total landed price</b>	(C+D+E+G) or (C+D+F+G)	
I.	<b>Less Cenvat</b>	D	
J.	<b>Less VAT Credit</b>	F	
K.	<b>Net Landed Price</b>	(H-I-J)	

## CONDITIONS FOR ONLINE BID SUBMISSION

### Pre-Requisites Before Login to System (Software requirements.)

#### Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

#### Operating System:

- Windows 2000 Professional
- Windows XP

#### Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

#### Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment is installed on your machine or not.

#### Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

#### Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.  
Contact Nos. and email IDs for C1 India helpdesk officers

**Mr. Tuhin Ghosh**, [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com), +91 89811 65071

**Mr. Ritabrata Chakraborty (at Kolkata)**, [ritabrata.chakraborty@c1india.com](mailto:ritabrata.chakraborty@c1india.com), +91- 97487 08094

**Mr.Ujjal Mitra**, [ujjal.mitra@c1india.com](mailto:ujjal.mitra@c1india.com), +91-77026 69806

**Mr.Rajesh Kumar**,[rajesh.kumar@c1india.com](mailto:rajesh.kumar@c1india.com) ,+91-96504 65143

**Mr. Chandan Pedamkar**, [chandan.b@c1india.com](mailto:chandan.b@c1india.com), +91 22 6686 5611 M - +91 99303 15405

Or

**Balmer Lawrie's officials.**

**Contact nos. and e.mail ID's**

**1.Mr Anant Tirkey-Landline-02266258199-Mob.9004966564-tirkey.a@balmerlawrie.com**

**Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.

**Bid Submission Acknowledgement:**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

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

**Disclaimer Clause:**

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

**ANNEXURE VII**

**SUPPLIER CODE OF CONDUCT**

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co. Ltd.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. Ltd. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Ltd. Compliance Program. In such event Balmer Lawrie & Co. Ltd. expects the supplier to accept such reasonable changes

The supplier declares herewith:

**Legal Compliance**

- To comply with the laws of the applicable legal system(s).

**Prohibition of corruption and bribery**

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

**Respect for the basic human rights of employees**

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

**Prohibition of child labor**

- To employ no workers under the age of 18;

**Health and safety of employees**

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system;

**Environmental Protection**

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

**Supply Chain**

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non discrimination with regard to supplier selection and treatment.