



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)  
www.balmerlawrie.com

**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. 0100LM0763 dated 08.02.2017.**

**Due date of Tender : 20.02.2017 at 14.00 hrs.**  
**Opening of Bid : 20.02.2017 at 14.30 hrs.**

Online single bid e-tenders are invited for supply of “Air Bubble Film” to our plants at Silvassa & Asoti (Faridabad) through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

**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 – 400071		
Contact Persons: 1. Shri N D Yadav -8879294183, 022 66258191, email ID: <a href="mailto:yadav.nd@balmerlawrie.com">yadav.nd@balmerlawrie.com</a>	<b>1. Mr. Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91- 9163254290</b>
	<b>2. Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91- 8981165071</b>
	<b>3. Mr. Siva Kumar (Chennai)</b>	<a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a>	<b>+91- 9042773377</b>
	<b>4. Mr. Ravi Gaiwal (Mumbai)</b>	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	<b>+91-022- 66865633</b>

## Introduction

Balmer Lawrie & Co. Ltd under the Ministry of Petroleum & Natural Gas is a Government of India Enterprise with its corporate office at 21, Netaji Subhas Road, Kolkata-700 001. Industrial Packaging is a Strategic Business Unit of the company manufacturing steel drums.

### A. Instructions for bidders

1. Online Single bid e-Tenders are invited from reputed supplier/manufacturer for supply of "Air Bubble Film" as per detailed specification contained in Annexure I of this tender for our plant at Silvassa & Asaoti.
2. **Please Refer to Annexure – 1 for detailed Technical Specifications**
3. The tender is invited **in Single-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

20.02.2017 at 14.00 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 "**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.**

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

**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 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.**

## 2. **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.

## 3. **Format of Tender Document**

Tender Documents consist of:

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

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.

## 4. **Late Bids**

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

## 5. **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.

## 6. **Bid Rejection Criteria**

A bid may be rejected if

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

## 7. **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*)

#### **8. Opening of Price Bid**

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

#### **9. Complete Scope of Work**

The complete scope of work has been defined in Annexure I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation

#### **10. 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.

#### **11. 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.**

#### **12. 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 is Price Bid)**

The lowest bidder will be decided based on the Composite lowest landed cost 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).**

##### **b. After submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards tender fees and / EMD along with hard copies of other documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.**

#### **B. 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 "Air Bubble Film" as per Annexure-I

3. i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.  
ii) 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 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** – As per Purchase Order released for the period from **Feb '17 to July '17**.

**6. Tender Evaluation**

The tender would be finalized on the basis of Composite/Lowest Nett delivered price (NDP) for each location- Annexure II.

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. 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.

**10. Despatch Instructions**

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior receipt of purchase order issued by BL.

**Dispatch to above mentioned plants may be done in 8-9 shipments each. All dispatch should be as per call ups given from the plant.**

11. **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).**

#### D. 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, 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 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 {EMD} of **Rs 6,000.00** [Rupees **Six Thousand Only**] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank. Earnest Money 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.** 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 can 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 :

- a) In the event of withdrawal of offers during validity period of the offer.
- b) Non acceptance of Contract Order.
- c) Non confirmation of acceptance of Contract order within the stipulated time.
- d) Any unilateral revision made by the bidder during the validity period of offer.
- e) Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- f) 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**

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 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:**

Security Deposit amount of 10 % of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office, 5 J. N. Heredia Marg, Mumbai-400 001 or Bank Guarantee **valid for 6 months** in BL's format (**Annexure- IV**) only.

The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. **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.**

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 mount 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 split in between the L1 & L2 parties in the ratio of **80:20**, 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 tenderer would be approached to match the L1 rates. In case L2 & L3 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.

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

" 20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price band of L-1

+15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)

Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC& ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% requirement earmarked for Micro & small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.

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

**Probable scenarios for order distribution.**

- In an event where L1 bidder is Non MSME and L2 bidder is MSME, L2 bidder will be offered 20% quantity provided L2 party matches L1 price.
- In an event where L1 & L2 bidders are Non MSME and L3 bidder is MSME, first preference will be given to MSME party for 20% qty provided the price within the price band of L-1 +15% and bringing down their price to L-1 price.

14. **The spill over quantity, if any, will be carried forward with mutual consent.**

15. **ARBITRATION**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Mumbai** 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 **Mumbai** will have exclusive jurisdiction to settle any dispute arising out of this 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 non performance 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 COO (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. **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.



18. **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.

19. **Price**

The rate given in the offer should be expressed both in words and figures and where there is a difference between the two; rate given in words will be taken as authentic. 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.

20. **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 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 /rectify any rejected or defective material 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 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. The EMD / Security Deposit will be forfeited.

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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

## **Scope of Supply**

### **“Air Bubble Film” (Made from LDPE film)**

Width of roll : **1000 mm**  
Length of roll : **100 m**  
Thickness of film : **35 GSM**  
Colour : **Transparent colourless**  
Bubble diameter : **10 mm**

SI No.	Description	Location	Quantity (kg)
1	“Air bubble film” size – 35 GSM X 1000 mm width X 100 m length	Silvassa	4600
2	“Air bubble film” size – 35 GSM X 1000 mm width X 100 m length	Asaoti	3000

**The quantities are subject to a revision of + 20%.**

**PRICE BID – to be filled by the BIDDER**

Sl No.	Description		Silvassa	Asaoti
		Quantity (kg)	4600	3000
			Rs/kg	Rs/kg
A	<b>“Air Bubble Film” 35 GSM X 1000 mm width X 100 m length</b>	Input by bidder (Basic)		
B	<b>Excise Duty %</b>	% of A		
C	<b>CST % (with “C” Form)</b>	% of (A+B)		
D	<b>VAT %</b>			
E	<b>Freight charges</b>	Input by bidder		
F	<b>Total Landed Price</b> a) b)	(A+B+C+E) or (A+B+D+E)		
G	<b>Less Cenvat</b>	B		
H	<b>Less VAT Credit</b>	D		
I	<b>Net Landed Price</b>	(F-G-H)		

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	

**ADDRESSES OF BALMER LAWRIE PLANT**

1. Balmer Lawrie & Co. Ltd., Industrial Packaging,  
Survey No.23/1/1,Khadoli Village  
SILVASSA – 396 230.
  
2. Balmer Lawrie & Co. Ltd.,  
Barrel Division  
Village Piyala  
Post Asaoti  
Dist. Faridabad  
HARYANA – 121 102.

**ANNEXURE IV**

**G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
<b>4</b>	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	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	<b>SCBL0036046</b>
	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	<b>222-0-526803-6</b>
5	L. Vendor's e mail id	

**(To be provided by successful bidder only)**

**Proforma of the Bank Guarantee**

**(Security Deposit)**

**Balmer Lawrie & Co. Ltd.**  
**5, J N Heredia Marg,**  
**Ballard Estate,**  
**Mumbai – 400 001.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- dated -----(hereinafter referred as "the said Tender") for the Supply of **Air Bubble Film** and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We \_\_\_\_\_ (set out full name of the Bank) having our office, inter alia at \_\_\_\_\_ (state the address of the Bank) 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**

**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

1. Mr. Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
2. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
3. Mr. Siva Kumar (Chennai)	<a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a>	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+91-022-66865633

Or

**Balmer Lawrie's officials. Contact nos. and e.mail ID's**



**1.Mr N D Yadav- Landline-02266258191-Mob.8879294183-yadav.nd@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.

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. 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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**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.

## **Code of Conduct for Balmer Lawrie & Co. Suppliers**

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

### **The supplier declares herewith:**

- f* **Legal compliance**
  - to comply with the laws of the applicable legal system(s).
- f* **Prohibition of corruption and bribery**
  - to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- f* **Respect for the basic human rights of employees**
  - 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.
- f* **Prohibition of child labor**
  - to employ no workers under the age of 18;
- f* **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;
- f* **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;
- f* **Supply chain**
  - to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;

*SBU: Industrial Packaging*

- to comply with the principles of non discrimination with regard to supplier selection and treatment.