



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258188/66258209/66258215
Fax No. 091 - 022- 66258200**

NOTICE INVITING TENDER

Tender No. 0100LM0811 dated 19.04.2017
Due date of Tender: 28.04.2017 at 2:00 hrs.
Opening of Bid: 28.04.2017 at 2:30 hrs.

Online Single Bid e-Tender is invited for supply of “Hollow Type Round Rubber Gaskets” for sealing of top lid of 210 Litres Capacity Open Top M.S.Drums through 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.

1. The parties applying against the tender should be registered as Micro and Small Enterprises (MSE's) with District Industries Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises and should submit duly notarized copy for eligibility.
 - a. Bids received without the documents supporting your registration as a Micro or Small Enterprises as above, will be rejected.
2. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy):-
 - a. Under provisions of above titled policy **Gasket** procurement is under reserved list and need to be procured only from Micro and Small Enterprises (MSEs) subject to following criteria:-
 - i. Subject to other terms & conditions stated in the tender document including but not limiting to the pre-qualification criteria, 100% quantity of the proposed tender referred in para 1 above is earmarked for Micro and Small Enterprises.
 - ii. Micro and Small Enterprises will be provided tender document free of cost & will be exempted from payment of EMD.
 - iii. The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises.

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Shri A S Das,Mob.07600067189 Land Line No.022 66258216 e.mail:.das.as@balmerlawrie.com 2.Smt Radha Balakrishnan,Mob.09987526241 Land Line No.022 66258197 e.mail:radha.b@balmerlawrie.com	Contact Person 1. Mr. Tirtha Das, tirtha.das@c1india.com , Mobile 9163254199 2. Mr. Tuhin Ghosh, tuhin.ghosh@c1india.com Mobile 8981164980 3. Mr. Siva Kumar (Chennai), siva.kumar@c1india.com Mobile-9042773286 4. Mr. Ravi Gaiwal (Mumbai), ravi.gaiwal@c1india.com Mobile - 66865564

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 conforms to Safety, Health and environment norms.

A. Instructions for bidders.

1. Online Single bid e-Tender is invited from our registered manufacturer & supplier who for supply of “Hollow Type Round Rubber Gaskets” as per detailed specification contained in Annexure I of this tender for our plant at Chittoor, Chennai, Silvassa, Asaoti (Faridabad) and Navi Mumbai (Taloja)
2. **Please Refer to Annexure – I for detailed Technical Specifications and Plant wise quantity.**
3. The tender is invited **in Single bid System.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

Important points to be noted

Due date for submission of bids on Line **28.04.2017 at 2:00 hrs.**

All Bids are to be completed 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.

2. Bid Security / Earnest Money Deposit (EMD)/ Bid Bond – As per Clause no. 1 & 3 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 copy of valid Certificate applicable for the tendered item.

3. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7 .

Corrigendum to tender:

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

4. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I – Technical Specifications with quantity for “Hollow Type Round Rubber Gaskets”
- E. Annexure- II - Price Bid.
- F. Annexure- III – Draft (Format for “Bank Guarantee for Security Deposit.”)
- G. Annexure- IV - Conditions for Online Bid submission
- H. Annexure-V - Supplier Code of Conduct

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.

5. Late Bids

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

6. Bid Validity

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

7. Bid Rejection Criteria

A bid may be rejected

- 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 documents as specified.

- iii. If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. If Conflict of interest between the bidder and the Company is detected at any stage.

8. Clarifications

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

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

9. Opening of Bid

The on-line Bids of Bidders will be opened on the date and time as specified in the front page 1.

Complete Scope of Work

The complete scope of supply 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 dis-qualification from further consideration of the bid.**

11. 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:

11.1. Price Bid (Annexure -II is Price Bid)

The lowest bidder will be decided on the **Nett delivered Price location wise** in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value. The Price bid should not contain any information other than the price.

Price bid should be filled as per the format provided (Annexure- II).

- 11.2. **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.**

C. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **Rs.14500.00** (Rupees Forteen Thousand five hundred only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India.** The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank.** The EMD/Bid Bond to be deposited within the Due date for the tender. **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.**

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

2. 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 LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit

3. Security Deposit (SD)

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 or Bank Guarantee **valid for 15 months** in BL's format (**Annexure- III**) only.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** 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.**

The Security Deposit if paid by Pay Order/Demand Draft shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered item and

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

4. Security deposit is liable to forfeiture in the event of:

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

5. Payment Terms:

Our payment terms are as follows:

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

6. Tenderer should quote only rate per piece basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, Excise duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.

7. STOCKS

Successful tenderer shall maintain 1/12 of the ordered quantity as stock in their stock point at any point of time at their own cost.

8. Delivery Period

The supplier should ensure despatch of the item as per the Purchase Order & call-up received from BL's Ballard Estate Office .

9. Award of Contract

a) **BL shall place the Purchase order on the Lowest Quoted Bidder location wise and as such it would be in the interest of the bidders to quote their most competitive price.**

b) **The order will split in between the L1 & L2 parties in the ratio of 70:30, 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 100% quantity will be distributed equally between the L1 bidders and no price matching will be considered for L2 bidder with L1.**

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

10. Testing / Inspection

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

ii] It must be noted that it is not incumbent upon the company to check and test each and every lot of "Hollow Type Round Rubber Gaskets". 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.

11. DELIVERY OF "Hollow Type Round Rubber Gaskets".

i) To our plants at Chittoor, Chennai Silvassa, Navi Mumbai (Taloja) & Asaoti [Faridabad]. Delivery schedule given from time to time should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.

ii) Packing & Marking

The item should be bundled in multiple of 20 nos. and it should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material shall be suitably protected from heat especially during summer. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.

- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier account.

12. Validity of the Contract :

The Contract if any awarded against this tender will be valid for **12 months (May'17 to October' 2017)**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

13. Transit Risk Insurance

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

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

D. GENERAL TERMS AND CONDITIONS

14. 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.

15 Scope of Supply

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

16 Reference for Documentation

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

17 Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 7 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

18 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.

19 Rejection of Bids

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

20 Delays

20.1 Delay in Bidding : No bidding is admissible in the E.Proc platform after the bid closing time & date

20.2 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.

21 Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

22 Sub-Contracts

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

23 Control Regulations

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

24 Termination

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

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

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

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

25 Arbitration

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

Annexure-I

D) SCOPE OF SUPPLY

“Hollow Round Rubber Gaskets”

S.NO	Description	Plant	Quantity (Pieces)
1	Hollow type round rubber gasket Size:9.0 +/-0.5-0 mm outside diameter x 1755 mm long straight length, endless, wall thickness 1.0 mm	Silvassa	100000
2	Hollow type round rubber gasket” Size:9.0 +/-0.5-0 mm outside diameter x 1755 mm long straight length, endless, wall thickness 1.0 mm	Asaoti	5000
3	Hollow type round rubber gasket Size:9.0 +/-0.5-0 mm outside diameter x 1755 mm long straight length, endless, wall thickness 1.0 mm	Chennai	45000
4	Hollow type round rubber gasket” Size:9.0 +/-0.5-0 mm outside diameter x 1755 mm long straight length, endless, wall thickness 1.0 mm	Chittoor	160000
5	Hollow type round rubber gasket” Size:9.0 +/-0.5-0 mm outside diameter x 1825 mm long straight length, endless, wall thickness 1.0 mm	Taloja	50000
	TOTAL		360000

Note: 1.The joining of two ends should pass 180 degree bend and should not open up.

2. Ends to be joined by providing internal studs.

3. Hardness-45 to 50 on Shore Hardness

4. Quantity may vary \pm 10% on actual procurement.

ANNEXURE- II

E. PRICE BID – to be filled by BIDDER

S.No	Description	Rate/Nos.	Asaoti	Silvassa	Chennai	Chittoor	Taloja
			Rs./nos.	Rs./nos	Rs./nos	Rs./nos	Rs./nos
A.	Hollow type Round rubber gasket” Size:9.0 +/-0.5-0 mm outside diameter x 1755 mm long straight length, endless, wall thickness 1.0 mm (Basic per piece)	Input by Seller					
B.	Excise Duty %(12.5)	% of A					
C.	CST % (with "C" Form) 2%	% of (A+B)					
D.	VAT %	% of (A+B)					
E.	Freight Charges	Input by Seller					
F.	Total landed price						
	Less Cenvat	B					
G.	Less VAT Credit	D					
H.	Net Landed Price						

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS

1. **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
Survey No.23/1/1,Khadoli Village
SILVASSA – 396 230.
UT of Dadra & Nagar Haveli.
2. **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
32,Sattangadu Village,Thiruvottiyur, Manali Road,
Manali,
Chennai-600 068
3. **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
62,Patnam Village & Post,
Thavanampalli Mandal,
Aragonda Road,
Chittoor-517131
4. **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
G 15,16,17, MIDC,
Taloja, District – Raigad (Maharashtra) – 410208
Ph – 022-27412660
- 5 **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
Vill: Piyala, P.O: Asaoti
Faridabad (Hariyana) – 121102

(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 “Hollow Type Round Rubber Gaskets” 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 all 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:

CONDITIONS FOR ONLINE BID SUBMISSION

ANNEXURE-IV

Pre-Requisites before Login to System (Software requirements.)

Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)

SBU: Industrial Packaging

- 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 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) 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, Mob 9163254290 email - tirtha.das@c1india.com
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – tuhin.ghosh@c1india.com
3. Mr. Ravi Gaiwal, Tel +9619379192 Email - ravi.gaiwal@c1india.com
4. Mr. Siva Kumar, Mob. +91 9042773377 Email – siva.kumar@c1india.com

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Shri A S Das, Mob.07600067189, Land Line No.022 66258216

e.mail: das.as@balmerlawrie.com

2. Smt Radha Balakrishnan, Mob.09987526241, Land Line No.022 66258197

e.mail: radha.b@balmerlawrie.com

Procedure for Bid Submission

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

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class 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.

4. 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.

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.

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 behaviour including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

Prohibition of child labour

- 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.