



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 –66258209/66258215
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1006 dated 07.02.2018.

Due date of Tender : 19.02.2018 at 15:00 hrs.

Opening of Price Bid: 19.02.2018 at 15:30 hrs.

Online Single Bid e-Tender is invited for supply of “Special type rubber Gaskets” for sealing of top lid of 210 Litres Capacity Open Top M.S.Drums for our plants at Chennai, Silvassa, Asaoti (Faridabad) & Kolkata 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.
THE ABOVE TENDER IS A SPECIAL DRIVE FOR MSE VENDORS ONLY.

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. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com 2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 3. Mr.Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com 4.Mr.CH.ManiSankar(Chennai),+91-8939284159 Email– chikkavarapu.manisankar@c1india.com 5. Mr.Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

SBU: Industrial Packaging

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 Talaja. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. Instructions for bidders.

1. Online Single bid [Technical, Commercial and Price bid] e-Tenders are invited from reputed manufacturer & supplier who can supply of "Special type rubber Gasket" as per detailed specification contained in Annexure IA of this tender for our plant at Chennai, Chittoor, Silvassa, Asaoti (Faridabad) & Kolkata.
2. **Please Refer to Annexure – IA for detailed Technical Specifications and Plant wise quantity.**
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 on Line 19.02.2018 at 15:00 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.

6. Bid Security / Earnest Money Deposit(EMD)/ Bid Bond – As per Clause no. 6 & 11 of the General Terms & Conditions of this Tender document.
7. **MSEs HAVING VALID REGISTRATION AS PER PROVISION OF THE PUBLIC PROCUREMENT POLICY 2012 I.E. REGISTRATION WITH THE SPECIFIC DEPARTMENT [NSIC / MSME / DIC /] SPECIFIED BY MSE DIRECTORATE ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT. HOWEVER,**

SBU: Industrial Packaging

MSEs REGISTERED WITH NSIC NEED TO HAVE REGISTRATION UNDER SINGLE POINT REGISTRATION SCHEME OF NSIC TO BE ELIGIBLE FOR SUCH EXEMPTION.

NOTE :- Bidder having NSIC/MSE/DIC Registration needs to attach complete copy 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.

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 5

8. Award of Contract

The order will be split in between the L1 & L2 parties in the ratio of 70:30 while the quantity against the item is above 20,000 Nos. and the L2 party agrees to match the rate with L1 rate. 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.

9. Negotiations, if held, will be only with the lowest bidder. The order will be placed on the Lowest(L1) bidder only.

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

10. 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.

11. 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
- E. Annexure II– Price Bid.
- F. Annexure III – Code of Conduct for BL's Suppliers
- G. Annexure IV – Draft (Format for "Bank Guarantee for Security Deposit.")
- H. Annexure V - BANK DETAILS FOR SWIFT/RTGS TRANSFERS
- I. Annexure VI - Conditions for Online Bid submission
- J. Annexure VII & VIIA - GST Compliance & vendor details

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.

SBU: Industrial Packaging

12. Late Bids

No bidding is admissible in the E.Proc platform after the bid closing date. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

13. Bid Validity

The offer shall remain valid for a period of 60 days from the date of opening of the Price Bid.

14. 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 deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. If Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure-VIII and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

15. 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*)

16. Complete Scope of Work

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

17. 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 – IA would invite immediate dis-qualification from further consideration of the bid.

18. 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.

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

The lowest bidder will be decided on the Nett delivered Price on 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. 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).

SBU: Industrial Packaging

- a. **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,5,J.N.Heredia Marg, Ballard Estate, Mumbai 400 001**

20.Stocks

Successful tenderer shall maintain 1/6 of the tender quantity as stock in their stock point at any point of time at their own cost. BL's official may visit the facility to verify the same.

21.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.

22. 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 "tendered item". 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.

23. DELIVERY OF "Special type Rubber Gaskets"

- i)To our plants at Chennai, Silvassa,Asaoti(Faridabad) & Kolkata . Delivery schedule given from time to time for different locations should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.
- ii) All costs related to unloading & stacking of material at the plant shall be at the suppliers account.

24. 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.

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 "**Special type Rubber Gaskets**" as per Annexure-IA
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'18 to JULY '18 [Tentative] OR till exhaust of the quantities.**
6. **Tender Evaluation**

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

SBU: Industrial Packaging

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).

C. 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 IA.

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:** This tender is a special drive for **MSE Vendors only** and EMD amount is exempted for this Tender. Successful vendor/s is/are advised to deposit SD amount with in 7 days on receipt of PO.

7. MSE vendors are requested to submit Valid certificate from the competent Authority as a proof of their MSE profile.

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 the material or bill whichever is later. Payments shall be made from the location of delivery.

SBU: Industrial Packaging

Consignment should be accompanied by valid documents such as Excise Gate Pass, Delivery Challan, GST Invoice . 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 9 months** in BL's format (**Annexure-III**) 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.
- 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 prune the order quantity to the extent it is purchased from the market at your cost and risk. The deduction on account of such procurement , if any, will be recovered from your due payments / Security Deposit.

13. 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

14. 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 ED(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

SBU: Industrial Packaging

by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

15. 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.

16. 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.

17. 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.

18. 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.
- viii. BL reserves the right to terminate the contract with a notice period of One month.

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 Security Deposit will be forfeited.

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

D. SCOPE OF SUPPLY

“Special type Rubber Gaskets”

S.NO	Item Code	Description	Plant	Unit of Measurement	Qty.
1	1000402	Special type Rubber Ring as per drawing no.BL/SBU/B-1 Natural Sponge Rubber	Silvassa	(UOM) Nos.	30000
2	1000164	Special type Rubber Gasket D type. Colour-Black, Natural Sponge Rubber, as per drawing no.BL/SBU/C-2	Chennai	Nos.	25000
3	1001017	Special type Rubber Gasket D type. Colour-White, Natural Sponge Rubber, as per drawing no.BL/SBU/C-2	Chennai	Nos.	6000
4	1000403	Rubber Bead Sponge [3 X 10.5mm][Flat]	Chennai	Kgs	4000
5	1000401	Round Solid type Sponge Rubber Gasket, size-Outside diameter-7+/- 0.5 mm,length-1755 mm joined on two ends[endless]	Kolkata	Nos.	25000
6	1000402	Special type Rubber Ring as per drawing no.BL/SBU/B-1	Kolkata	Nos.	4000
7	1002548	Special Type Rubber Ring as per drawing no.BL/SBU/A- 1 Type A Natural Sponge Rubber, colour- Black	Asaoti	Nos.	20000
8	1002549	Special Type Rubber Ring as per drawing no.BL/SBU/A- 1 Type A Natural Sponge Rubber, Colour- White	Asaoti	Nos.	40,000

Note: For item no 1, 2 & 5

- 1. The joining of two ends should pass 180 degree bend and should not open up.**
- 2. Hardness-30 to 40 on Shore Scale**
- 3. Rates should be inclusive of all other charges like , Packing & Forwarding, Delivery charges etc.**

E. SAMPLE PRICE BID**ANNEXURE-II****1.SILVASSA**

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1000402	Special type Rubber Ring	30000	(UOM) Nos.		
2.		GST		%		
3.	TOTAL (1+2)					

2.CHENNAI

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1000164	Special type Rubber Ring	25000	(UOM) Nos.		
2	1001017	Special D type Rubber Gasket White	6000	Nos.		
3	1000403	Rubber Bead Sponge [flat-3x10.5 mm]	4000	Kg		
4.		GST (on val. 1+2+3)		%		
5.	TOTAL (1+2+3+4)					

SBU: Industrial Packaging

3.KOLKATA

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1000401	Round solid type Rubber gasket dia.7±0.x1755mm	25000	(UOM) Nos.		
2	1000402	Spl. Rubber Ring as per Drg. No. BL/SBU/B-1, Natural Sponge Rbr	4000	Nos.		
4		GST (on val. SL 1+2)		%		
5.	TOTAL (1+2+3)					

4.ASAOTI

S.NO	Item Code	Description	QTY	Unit of Measurement	RATE RS./NO.	VALUE RS.
1	1002548	Special type Rubber Ring black	20000	(UOM) Nos.		
2	1002549	Special D type Rubber Gasket white	40000	Nos		
3.		GST (on val. Sl.1+2)		%		
4.	TOTAL (1+2+3)					

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,**
P4/1,Oil Installation Road,Paharpur,
Kolkata-700 088.

4. **Balmer Lawrie & Co. Ltd., Industrial Packaging,**
Vill: Piyala, P.O. Asaoti
Faridabad (Haryana) – 121102

Code of Conduct for Balmer Lawrie & Co. Suppliers

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

The supplier declares herewith:

- Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery**
 - o 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**
 - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - o to respect the personal dignity, privacy and rights of each individual;
 - o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o 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**
 - o to employ no workers under the age of 18;
- Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;

SBU: Industrial Packaging

- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- o to provide training and ensure that employees are educated in health and safety issues;
- o to set up or use a reasonable occupational health & safety management system;
- Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f* **Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non discrimination with regard to supplier selection and treatment.

(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 to as "the said Tender") for the Supply of "Special Type 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.

SBU: Industrial Packaging

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-V

G. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AACBC0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	L. Vendor's e mail id	

ANNEXURE-VI

H. CONDITIONS FOR ONLINE BID SUBMISSION

1.Registration with e.Procurement platform:

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

1.Mr. Ujwala Shimpi, Land No 022 66865608 Email – ujwala.shimpi@c1india.com

2. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com

3. Mr. Tuhin Ghosh, Mob.08981165071 Email – tuhin.ghosh@c1india.com

4.Mr.CH.ManiSankar(Chennai),+91-8939284159Email– chikkavarapu.manisankar@c1india.com

5. Mr.Partha Ghosh,Mob.0 08811093299Email – partha.ghosh@c1india.com Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

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

email-das.as@balmerlawrie.com

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

e.mail:radha.b@balmerlawrie.com

2.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.

3. 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.

SBU: Industrial Packaging

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

4.Submission of Hard copies:

After submission of bid online, the bidders are requested to submit 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.

Annexure-VII

A. GST Compliances

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIIA attached
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-VIIA

A. DETAILS OF VENDOR

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	