



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

NOTICE INVITING TENDER

Tender No. 0100LM1075 Dated 23-04-2018

**Due date of Tender : 03-05-2018 at 12:30 hrs.
Opening of Price Bid : 03-05-2018 at 12:35 hrs.**

Online E-Bids are invited for supply of “SYNTHETIC ENAMEL BLACK PAINT” to our plant at 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.

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,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons: 1. Mr. Amlan Gupta Mob : +919987499905 Land Line No.022- 66258188 e-mail:gupta.amlan@balmerlawrie.com 2. Mr. Sanket Thakur, Mob +919967524819 Land Line No. 022 6625 8199 Email – thakur.ss.a@balmerlawrie.com	Contact Persons: 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

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 Silvassa, Asaoti, Chennai, Chittoor, Kolkata and Taloja (Navi Mumbai). Our Plants are ISO Certified and conform to Safety, Health and environment norms. We have a requirement of **12,000 Ltr. (+/- 10%)** "Synthetic Enamel Black Paint" for our plant located at IP – Kolkata between the period May'18 to Apr'19 (Extendable till delivery completion) at mutual consent as per requirement.

A. Instructions for bidders

1. Online Single bid e-Tenders are invited from reputed manufacturer & supplier who can supply "**SYNTHETIC ENAMEL BLACK PAINT**" as per detailed specification contained in Annexure- I of this tender for our plant at **Kolkata**.
2. **Please Refer to Annexure – II for detailed Technical Specifications / scope of supply / scope of service**
3. The tender is invited in **Single-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Price Bid**.
4. All documents required in the tender can be submitted online.
5. Important points to be noted

5.1 Due date for submission of bids	: 03-05-2018 at 12:30 hrs.
5.2 Price Bid Opening	: 03-05-2018 at 12:35 hrs.

"Kindly refer Annexure-VII for 'Conditions for Online Bid Submission"

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

Bid Security / Earnest Money Deposit (EMD) / Bid Bond – As per Annexure-IV

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per Annexure IX.

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

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

Format of Tender

Tender documents consists of:

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

6. 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.

7. Late Bids

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

8. Bid Validity

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

9. Bid Rejection Criteria

A bid may be rejected if

i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.

ii. **Bidder fails to quote for the full quantity specified for each Grade / Location / Plant.**

iii. Conflict of interest between the bidder and the Company is detected at any stage.

10. 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*)

ANNEXURE – I

GENERAL INFORMATION

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

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

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

Corrigendum to tender:

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

SCOPE OF SUPPLY

Synthetic Enamel Black Paint

For bitumen barrels at IP-Kolkata
Technical Specifications

Sl.no	Attribute	Specification
01	Description	Stoving Barrel enamel ready to use by hot airless spray
02	Shade	Black
03	Viscosity	50 +/- 5 Sec. at 30 deg.C, Ford B4 cup, IS standard
04	Weight per 10 Lt.	To be specified by manufacturer
05	Grinding on Hegman	= or > 7
06	Stoving Schedule	140 deg.C For 10 minutes
07	Hiding power	Maximum 15 micron
08	Mar Resistance	Good mar resistance after 10 minute of stoving i.e. no permanent scratch mark on paint film with light finger nail movement
09	Adhesion	Should pass 1x1 mm cross hatch after 24 hours of drying
10	Hardness	To pass 1000 g after 24 hr of drying
11	Flexibility	No visible cracking on 6.25mm dia. Mandrill
12	Outdoor durability gloss	To pass 200 hours exposure to sunlight and no loss of film property.

Quantity: 12000 Ltr (+/-10%)

ADDRESS OF BALMER LAWRIE KOLKATA PLANT

Balmer Lawrie & Co. Ltd.
SBU – Industrial Packaging
P-4/1, Oil Installation Road, Paharpur
Kolkata (West Bengal) – 700088
Ph – 033-24393808, Fax No. – 033-24393793

NOTE: The above specs are indicative, however, the final Specifications will be as per the previous approved specification / supplies or mutually signed specification with successful bidder based on their plant capabilities & issued with Purchase Order.

ANNEXURE – III

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 "Synthetic Enamel Black Paint" for our plant at Kolkata as per Annexure – II
3. Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Freight, SGST/UGST and CGST or IGST as applicable.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Period of Contract** – The materials ordered to be delivered to BL plants strictly as per the delivery schedule specified in the Purchase Orders for the month of May'18 to Apr'19(Extendable till delivery completion) at mutual consent as per Company's requirement. The schedule is given for the supply period based on projections and BL reserves the right to modify the schedules at time closer to the period based on the actual consumption and market conditions, which will be binding on the successful bidders.
6. **Tender Evaluation**
The tender would be finalized on the basis of Lowest Net Delivered Price (NDP) as per Annexure – V
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on Net Landed Price.**

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

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. Dispatch Instructions

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

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)

ANNEXURE – IV

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 / Service

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

3. Reference for Documentation

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

4. Confirmation of Order:

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

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

6. EARNEST MONEY DEPOSIT: Earnest Money Deposit of Rs. 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, IFSC Code – 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 will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED

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

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

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

10. PAYMENT TERMS

Our payment terms are as follows:

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

Consignment should be accompanied by valid documents such as Invoice as per GST tax structure, Lorry Receipt/GR, and Inspection Release Note (if any) along with Test Certificates, Guarantee Certificate and other relevant documents. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

11. SECURITY DEPOSIT:

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

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

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

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

13. Award of Contract:

The order will be split in between the L1 & L2 parties in the ratio of 60:40, 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. 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.

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% out of the 40% quantity provided L2 party matches L1 price and balance 20% to be distributed equally among L2 bidder and other MSME bidders (if any) provided their (MSME bidders other than L2) price is within the price band of L-1 +15% and bringing down their price to L-1 price.
- In an event where L1 & L2 bidders are Non MSME and L3/L4/L5... bidders are MSME, L2 bidder will be offered 20% out of the 40% quantity provided L2 party matches L1 price and balance 20% to be

distributed equally among MSME bidders (if any) provided their price is within the price band of L-1 +15% and bringing down their price to L-1 price.

- In an event where L1 bidder is MSME and L2 bidder is non MSME, L2 bidder will be offered the 40% quantity provided L2 party matches L1 price

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

15. 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. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

16.1 Dispute between Public Sector Organizations:

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

16.2 Dispute with foreign parties:

- 16.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, either directly or indirectly, which cannot be settled by the Parties hereto, shall be finally decided by arbitration in accordance with the UNCITRAL rules of arbitration existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern.
- 16.2.2 There shall be three arbitrators; one of the arbitrators will be nominated by each of the Parties and the third (who shall act as Chairman) shall be appointed by agreement between the Parties and failing such agreement shall be appointed by agreement between the nominated arbitrators and failing such agreement shall be appointed in accordance with the UNCITRAL rules or if rules do not provide for an appointing authority, then the appointing authority shall be as provided in accordance with the appointing procedures of the International Chamber of Commerce, Paris, France; otherwise, the arbitration shall be instituted in accordance with the UNCITRAL rules.
- 16.2.3 The arbitration, including the rendering of the award, shall take place in New Delhi. The language to be used in the arbitration shall be English.
- 16.2.4 Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and

procedural law of India, excluding its conflicts of law provisions. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence. Cost of arbitration shall be shared equally by the Parties.

16.2.5 Judgement upon the award rendered shall be enforceable in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

16.2.6 This agreement shall be governed by the laws of India.

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

16. FORCE MAJEURE CLAUSE

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

17. 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

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 :

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

- The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

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

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

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

ANNEXURE – V

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		Rate Rs./Ltr.
	Material Description		Synthetic Enamel Black Paint
A.	Quantity		12,000
B.	UOM		Ltr.
C.	Basic	Input by Seller	
D.	Freight	Input by Seller	
E.	SGST / UGST %	% of (C+D)	
F.	CGST %	% of (C+D)	
G.	IGST %	% of (C+D)	
H.	Total landed price	(C+D+E+F) or (C+D+G)	
I.	Less GST	(E+F) or G	
J.	Net Landed Price	(H-I)	
K.	Net Landed Value	(A X J)	

(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 “**Synthetic Enamel Black Paint**” 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:

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.

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.

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.

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.

Our liability under this guarantee is restricted to Rs. (Rupees only)

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.

We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

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 – VII

GST Compliances

1. Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure – VII attached if not provided already.
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.

Format for GST Details

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/SA Code for Supply/Service	
21	GST rates (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	

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. 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. Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com
5. Mr. Partha Ghosh, Mob.0 08811093299 Email – partha.ghosh@c1india.com

OR

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

Mr. Amlan Gupta-Landline-02266258188, Mob.9987499905, gupta.amlan@balmerlawrie.com

Mr. Sanket Thakur, Mob 09967524819, Land Line No. 022 66258209, e.mail: thakur.ss@balmerlawrie.com

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.

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

Disclaimer Clause:

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

ANNEXURE VIII

SUPPLIER CODE OF CONDUCT

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

The supplier declares herewith:

Legal Compliance

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

Prohibition of corruption and bribery

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

Respect for the basic human rights of employees

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

Prohibition of child labor

- To employ no workers under the age of 18;

Health and safety of employees

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

Environmental Protection

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

Supply Chain

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

**BIDDER TO SUBMIT ON THEIR LETTER PAD
(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS
AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012.)**

Dated

I/We, M/s,
address....., hereby declare that I/We
are registered as MSE supplier and have registered our Udyog Aadhar
Memorandum (UAM) Number.....on Central Public Procurement
Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the
above claim through CPPP.

Company Authorized Signatory
(Seal & Stamp)

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS AND TAX DETAILS

Address	Tax Information
Balmer Lawrie & Co Ltd (1030) SBU – Industrial Packaging Survey no. 23/1/1, Khadoli Silvassa (UT of Dadra Nagar & Haveli) – 396230 Ph - 0260-2649044, Fax – 0260-2699045	Provisional ID Number: 26AABCB0984E1ZX
Balmer Lawrie & Co Ltd (1050) SBU – Industrial Packaging Vill: Piyala, PO Asaoti Faridabad (Haryana) – 121102 Ph - 0129-2205073, Fax – 0129-2215090	Provisional ID Number: 06AABCB0984E1ZZ
Balmer Lawrie & Co Ltd (1070) SBU – Industrial Packaging 32, Sattangadu Village, Manali Chennai (Tamil Nadu) – 600068 Ph - 044-25941438, Fax - 044-25941156	Provisional ID Number: 33AABCB0984E1ZZ
Balmer Lawrie & Co Ltd (1090) SBU – Industrial Packaging 62, Patnam Village, Araconda Road Chittoor (Andhra Pradesh) – 517131 Ph - 08573-281077, Fax No. – 08573-281088	Provisional ID Number: 37AABCB0984E1ZU
Balmer Lawrie & Co Ltd (1110) SBU – Industrial Packaging P-4/1, Oil Installation Road, Paharpur Kolkata (West Bengal) – 700088 Ph - 033-24393808, Fax No. – 033- 24393793	Provisional ID Number: 19AABCB0984E1ZS
Balmer Lawrie & Co Ltd (1150) SBU – Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208 Ph – 022-27412660	Provisional ID Number: 27AABCB0984E1ZV