

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai- 400001, India Tel. No. 091 - 022 –66258208/66258209 Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1219 dated 05.10.2018

Due date of Tender : 15.10.2018 at 15:00 hrs. Opening of Price Bid: 15.10.2018 at 15:30 hrs.

Online e-bids are invited for supply of "Paint Stop Filter" for our plant at Navi Mumbai[Taloja] through BalmerLawrie 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

C1 India Pvt.Ltd.
603,Coral Classic,20 th Road,
Near Ambedkar Park,Chembur
Mumbai-400 071
Contact Persons:
1. Mr. Tuhin Ghosh, Mob 08981165071
Email – tuhin.ghosh@c1india.com
2. Mr. Tirtha Das, Mob 9163254290
email - <u>tirtha.das@c1india.com</u>
3. Mr. Ravi Gaiwal, Tel +9619379192
Email - ravi.gaiwal@c1india.com
4. Mr. Siva Kumar, Mob. +91 9042773377
Email – siva.kumar@c1india.com

1. Introduction

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

A. Instructions for bidders

- Online Single bid e-Tenders are invited for supply of "Paint Stop Filter" for our plant at Navi Mumbai [Taloja] as per detailed specification contained in Annexure III of this tender.
- 2. Please Refer to Annexure III for detailed Scope of Supply.
- **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 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: 15.10.2018 at 15:00 hrs.

5.2 Price Bid Opening : 15.10.2018 at 15:30 hrs.

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 <u>"BL"</u> wherever mentioned in the tender document refers to <u>"Balmer Lawrie & Co. Ltd."</u>

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) – As per Clause no. 1 of the Special Terms & Conditions of this Tender document

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 BL registered/unregistered Vendors will be accepted.

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.

8. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure I GST Compliances
- E. Annexures II Details of Vendors
- F. Annexure III Scope of supply
- G. Annexure IV Price Bid
- H. Annexure V Addresses of Balmer Lawrie location
- I. Annexure VI Bank Details for SWIFT/RTGS Transfers
- J. Annexure VII Conditions for Online Bid submission
- K. Annexure VIII- Code of Conduct for Balmer Lawrie & Co. Suppliers
- L. Annexure IX Declaration.

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.

9. Late Bids

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

10. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid.

11. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the supporting documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.
- v. Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the Provisional GST Number as per Annexure- II 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.

12. 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)

13. Opening of Price Bid

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

14. Complete Scope of Supply

The complete scope of supply has been defined in Annexure III of the tender document.

15. 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 Scope of supply, as given in the tender document Annexure-III would invite immediate disqualification from further consideration of the bid.

16. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only. Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

17. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on the Lowest Nett delivered price (NDP) [Annexure-IV]. In case there is a tie between bidders at L1 position, both the bidders will have to submit discount in a sealed envelope. Thereafter the L1 position will be decided.

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 online.

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

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

B. SPECIAL TERMS & CONDITIONS

1. 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 **INR 3,000.00** (Rs. Three thousand 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 if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond.**

- 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.

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

2. Security Deposit (SD)

Security Deposit amount of 5% 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.

The Security Deposit to be submitted within 10 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.

- a) The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.
- b) All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- c) EMD of the successful bidder will be adjusted in Security Deposit.
- 3. Security Deposit is liable for forfeiture, if -
 - (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 condition,
 - (d) If the performance of the bidder is found to be unsatisfactory.
 - (e) Security Deposit will be refunded only after successful completion of the contract.

4. 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 shall be made from the delivery location.

5. Bidders not registered under GST are not eligible for participating in this tender. Registered bidders to mandatorily provide the provisional GST Number as per Annexure II 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.

6. 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.

7. Delivery Period:

Within 2 weeks from the date of our Purchase Order.

8. Testing / Inspection

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

9. Delivery Of "Paint Stop Filter"

- To our plant at Taloja [Navi Mumbai] (address given in Annexure V). Delivery schedule should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.
- ii) The item should be packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The material should be suitably protected from water ingress especially during monsoon. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packaging.

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

10. 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.

11. MSM Enterprise

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

20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price band of L1 +15% and bringing down their price to L1 price in a situation L1 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 L1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L1 price, this 4% requirement earmarked for Micro & Small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.

The firm has to submit a copy of Udyog Aadhar Memorandum. "SC' & "ST" Entrepreneurs has to submit necessary cast certificate issued by State Authorities.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Supply

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

3. Reference for Documentation

Purchase Order Number must appear on all correspondence, drawings, 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 entirely without exceptions

5. 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.

6. 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.

7. <u>Delays</u>

7.1 Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

7.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of supply within the stipulated time. Delays in delivery or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 6.

8. <u>Delay due to Force Majeure</u>

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.

9. 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.

10. 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.

11. 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

12. 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

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conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

AT THE TIME OF BID SUBMISSION, YOU ARE REQUIRED TO UPLOAD AN UNDERTAKING STATING YOUR ACCEPTANCE OF ALL TENDER TERMS & CONDITIONS.

ANNEXURE I

D. **GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-II 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

E.DETAILS OF VENDOR

ANNEXURE-II

	E.BETMES OF VERDOR	
	Name of the Vendor	
2	Address	
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	
	GST rates (in %) applicable for	
21	Supply/Service to be provided.	Voc. / No.
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 27	Exemption Percentage Exemption Reason	
28	Exempt From	
29	Exempt To	

ANNEXURE-III

F. SCOPE OF SUPPLY

Technical Specification:

Material glass fiber

Thickness 50 mm (2")

Efficiency 90 - 95%

Airspeed 0.7 = -1.75 m/s

Nominal air-flow 2500 - 6300 m3/h/m2

Start resistance 7 – 45 Pa

Recommended end resistance 80 Pa

Absorbtivity 3500 – 4600 g/m2 (by 80 Pa & 0.7 m/s)

Temperature range - 15 -+80° C

Inlet side open structure of the filter

Outlet side dens structure of the filter

Size 1 * 25 m

Quantity ... 1250 mtrs

[50 rolls of 25 x 1 mtr each]

ANNEXURE-IV

G. PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sr. No.	Item Description	UOM	Quantity (Mtrs)	Unit Rate [Rs./mtr]	Total Value (Rs.)
1.	Paint Stop Filter	Mtrs	1250		
A	TOTAL VALUE				
В	FREIGHT				
С	CGST				
D	SGST				
E	IGST				
F	LESS: [CGST+SGST] / IGST				
G	Net Delivered 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	

Balmer Lawrie & Co Ltd. SBU: Industrial Packaging	Tender No. 0100LM1219 dt 05.10.2018
	ANNEXURE - IV
H. ADDRESSESS OF VARIO	US BALMER LAWRIE PLANTS
 Balmer Lawrie & Co Ltd, Indeed G 15,16,17, MIDC, Taloja, District – Raigad (Maharas 	

ANNEXURE VI

I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
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-VII

J. 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 66865608Email 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 08811093299 Email partha.ghosh@c1india.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 ExplorerVersions 6.0 SP2 and above

Java Component:

- •Go to Control panel>Add/Remove Programs>
- •Check whether Java Runtime Environmentis 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.

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.

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.

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. The Company calling for tenders shall not be responsible for any claims/problems arising out of this

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

K. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.

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

The supplier declares herewith:

f Legal compliance

o to comply with the laws of the applicable legal system(s).

f 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.

f 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.

f Prohibition of child labor

o to employ no workers under the age of 18;

f Health and safety of employees

- o to take responsibility for the health and safety of its employees;
- 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;
- to set up or use a reasonable occupational health & safety management system;

f 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;
- 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.

Annexure – IX

L. BIDDER TO SUBMIT ON THEIR LETTER HEAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated
I/We, M/s address
Company Authorized Signatory (Seal & Stamp)