



**SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258191
Fax No. 091 - 022- 66258200**

NOTICE INVITING TENDER

Tender No. 0100LM1220 dated 05.10.2018.

**Due date of Tender: 15.10.2018 at 14.00 hrs.
Opening of Technical Bid: 15.10.2018 at 14.30 hrs.**

Online single bid e-tenders are invited for “Methyl Ethyl Ketone (MEK) & Butyl Cellosolve” for our plants at Asaoti (Faridabad), Silvassa & Taloja (Navi Mumbai) through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

The bidder should be registered in Balmer Lawrie web portal through C1 India for online e-bidding.

Contact details

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 – 400071
Contact Persons: 1. Shri Deepanjan Ghosh 8590223690 022 66258212 email id: ghosh.deepanjan@balmerlawrie.com 2. Shri Nayan Yadav - 8879294183, 022 66258191, email ID: yadav.nd@balmerlawrie.com	Contact Persons: 1. Mr.Tirtha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- tuhin.ghosh@c1india.com 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- chikkavarapu.manisankar@c1india.com 4. Miss. Ujwala Shimpi, Land No 022 66865608 email – ujwala.shimpi@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 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. **Please Refer to Annexure – II for detailed Technical Specifications.**
2. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid.**
3. All documents required in the tender can be deposited in the Tender Box at our Ballard Estate Office . 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001
4. Important points to be noted

4.1 Due date for submission of bids	15.10.2018 at 14:00 hrs.
4.2 Price Bid opening	15.10.2018 at 14:30 hrs.

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

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.

The item to be supplied to our Plants at-

- A. BALMER LAWRIE & CO LTD,
Barrel Division,
C/o Shivam Computers,
Opp K K Pipe Factory,
Tigaon road,
Ballabhgarh, Faridabad (Dist)
Haryana- 121004.
- B. Balmer Lawrie & Co. Ltd.,
Survey no.23/1/1 Khadoli Village,
Khadoli,
Silvassa-396230
UT of Dadra & Nagar Haveli.
- C. Balmer Lawrie & Co Ltd
SBU – Industrial Packaging
G 15, 16, 17, MIDC,
Taloja, District – Raigad (Maharashtra) – 410208

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

5. Bid Security – As per Annexure-IV

6. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 7.3

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

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	Vendors Obligation	V
6	Price Bid	VI

7	Bank Details for SWIFT/RTGS Transfers	VII
8	Proforma Of Bank Guarantee	VIII
9	Conditions for Online Bid submission.	IX
10	Code of Conduct for Balmer Lawrie & Co. Suppliers.	X
11	GST Undertaking & Details of vendor	XI & XI(A)
12	Format for MSE vendors.	XII

7.0 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.

7.1 Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and returned unopened to the bidder

7.2 Bid Validity

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

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

7.4 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. All the pages of this tender shall be duly signed and stamped as token of acceptance.

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

Sealed offers should be dropped in the Tender Box available at Balmer Lawrie's Ballard Estate Office. Tender number with date and due date should be clearly mentioned on the Envelope.

ANNEXURE-II

SCOPE OF SUPPLY

Specification:

S.No	Description	Asaoti Qty (Ltrs)	Silvassa Qty (Ltrs)	Taloja Qty (Ltrs)
1	"Methyl Ethyl Ketone"(MEK)	1200	1200	6400
2	"Butyl Cellosolve"	1600	1800	9400

Note: 1.The item should be in leak proof/Air tight 200/205/210 Litre steel barrel.

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 "Methyl Ethyl Ketone" (MEK) & Butyl Cellosolve" as per Annexure-II
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, rates given in 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. **Delivery period** – The supplier should ensure dispatch of the item as per the Purchase Order received from BL's Ballard Estate Office and call ups from plants for the period **October 2018 to September 2019**. Any spill over quantity may be carried forward with mutual consent.
6. **Tender Evaluation**
The tender would be finalized on the basis of Lowest Nett delivered price (NDP)
Annexure- VI.
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.
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, 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 L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)

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

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

Probable scenarios for order distribution.

- In an event where L1 bidder is Non MSME and L2 bidder is MSME, L2 bidder will be offered 20% 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
9. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to 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.
10. **Packing & Marking**
The item should be packed in 200 litre leak proof container and 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.
11. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.

Dispatch to above mentioned plants can be done in 6-8 shipments for Silvassa & Asaoti plant whereas in 10-12 shipments for Talaja plant.

All dispatch should be as per call ups given from the plant.

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

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

3. Reference for Documentation

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

4. Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

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

6. **Earnest Money Deposit:** Earnest Money Deposit {EMD} of Rs **12000.00** [Rupees **Twelve Thousand** Only] is to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.** Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful bidders after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

a) In the event of withdrawal of offers during validity period of the offer.

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

- 7. **Small Scale Units registered with National Small Industries Corporation Limited (NSIC / MSME), for item tendered are exempted from payment of Earnest Money Deposit.**
- 8. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** (excluding the due date) from the date of opening of the tender.
- 9. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

10. PAYMENT TERMS

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.

Consignment should be accompanied by valid documents such as Excise Gate Pass, Delivery Challan, Tax Invoice under VAT Scheme. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

11. SECURITY DEPOSIT:

Successful bidder will be required to pay Security Deposit equivalent to **5%** of the Basic Value of the Order within 15 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd., payable at Mumbai. (Ballard Estate Office,5 J.N.Heredia Marg,Mumbai-400 001
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 cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess mount to be

incurred by us, would be recovered from the vendor's due payments or security amount held with us.

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.

"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"

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 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 COO (IP), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

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 from the date of call-up of more than 7 day for local vendor and more than 15 days for outstation vendors or completion will attract risk purchase clause as mentioned in Clause no. 10.

17. Price

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

Unless otherwise agreed to in terms of the purchase order, the price shall be: Firm and not subject to escalation for any reason whatsoever till execution of entire order.

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.

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.

ANNEXURE-V

VENDORS OBLIGATION

A. GENERAL OBLIGATIONS:

The works as completed by the Vendor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The works shall include any work, which is necessary to satisfy M/s.Balmer Lawrie's requirements. Vendors proposal and schedules, or is implied by the Contract, or arises from any obligation of the Vendor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability or completion or the safe, reliable and efficient use of the material.

B. INSPECTION :

M/s. Balmer Lawrie and its Representative shall inspect the material supplied before acceptance of the material.

C. REJECTION.

If, as a result of inspection, examination or testing, M/s.Balmer Lawrie's Representative decides that any material is defective or otherwise not in accordance with the contract, M/s.Balmer Lawrie's Representative may reject such material and shall notify the Vendor promptly, stating his reasons. The Vendor shall then promptly remove the rejected item and replace with fresh material.

ANNEXURE VI

PRICE BID – to be filled by BIDDER

S.No.	Description	“Methyl Ethyl Ketone”(MEK)			“Butyl Cellosolve”		
		Asaoti (Rs/Litre)	Silvassa (Rs/Litre)	Taloja (Rs/Litre)	Asaoti (Rs/Litre)	Silvassa (Rs/Litre)	Taloja (Rs/Litre)
A	Basic rate (Per litre.)						
B	Freight Charges						
C.	IGST %						
D	CGST %						
E	SGST / UTGST %						
F	Total Landed Price						
G	Less: IGST or (CGST + SGST/UTGST)						
H	Net Landed Price						

(Amount in words-)

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	

ANNEXURE VII

BANK DETAILS FOR SWIFT/RTGS TRANSFERS

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AALCB0984E
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- VIII

(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 Methyl Ethyl Ketone & Butyl Cellosolve and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

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

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating

to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

ANNEXURE-IX

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

- | |
|--|
| <ol style="list-style-type: none">1. Mr. Tirtha Das. Mob.09163254290
email- tirtha.das@c1india.com2. Mr. Tuhin Ghosh, Mob.08981165071
email- tuhin.ghosh@c1india.com3. Mr. CH. Mani Sankar, Mob.08939284159
email- chikkavarapu.manisankar@c1india.com4. Miss. Ujwala Shimpi, Land No 022 66865608
email – ujwala.shimpi@c1india.com |
|--|

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Mr Deepanjan Ghosh Landline-02266258192-Mob.8590223690 - Email: ghosh.deepanjan@Balmerlawrie.com

2. Mr Nayan Yadav Landline-02266258191-Mob.8879294183- Email: yadav.nd@balmerlawrie.com

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

Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

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 II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.

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

Bid Submission Acknowledgement:

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

4. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Disclaimer Clause

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

ANNEXURE-X

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

- 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;

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

ANNEXURE-XI

A. GST Compliances

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

B. 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	

ANNEXURE-XII

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)