



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. 0100LM1595 Dated 06-03-2020

Due date of Tender : 16-03-2020 at 15:30 hrs.
Opening of Price Bid : 16-03-2020 at 15: 35 hrs.

Online E-Bids are invited for supply of 18G GI Locking Rings with 6" Lever during the period Mar'20 to Aug'20 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 Person 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 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 25,000 Nos. ($\pm 20\%$) GI Locking Rings for Barrel Manufacturing at our IP Taloja plant during the period Mar'20 to Aug'20 (extendable by one month or till quantity completion) as per requirement.

A. Instructions for bidders

1. Please Refer to Annexure – II for detailed Technical Specifications / scope of supply / scope of service
2. 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**.
3. All documents required in the tender can be submitted online.
4. Important points to be noted

5.1 Due date for submission of bids	: 16-03-2020 at 15:30 hrs.
5.2 Price Bid Opening	: 16-03-2020 at 15:35 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.

Earnest Money Deposit (EMD)– As per Annexure-X

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.

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	GST Compliance	VI
7	GST Details	VII
8	CONDITIONS FOR ONLINE BID SUBMISSION	VIII
9	SUPPLIER CODE OF CONDUCT	IX
10	MSE Undertaking	X
11	Terms and conditions for making online payments towards Earnest Money Deposit [EMD]	XI

5. 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.
- 6. Late Bids**
Any bid received after the submission deadline will be declared 'Late' and rejected and will remain unopened
- 7. 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.
- 8. 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.

9. 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.

ANNEXURE – II

SCOPE OF SUPPLY

Description	18G GI LOCKING RING WITH 6" LEVER
Estimated Quantity	25000 Nos.
Minimum Microns	8μ
Approximate Weight per Ring	825g
Ring OD	603mm
Ring ID	578mm
PL	1895mm
Width	23.50mm ± 0.50mm
Lever Size	6"
Lever Thickness	2.00mm
Joints	All Riveted

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 "GI Locking Rings" 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, and Tax Invoice mentioning GST number etc. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
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 contract is valid for the month Mar'20-Aug'20. The material to be delivered to BL plants on monthly basis within the 15days from the date of schedule/call up given for the month. 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 item wise Lowest Net Delivered Price (NDP) as per Annexure – V.A & V.B
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Packing & Marking**
The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing
10. **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 (EMD)

Earnest Money Deposit {EMD} of Rs.10000/- (Rs. Ten Thousand only) is to be paid online as per Annexure –VII in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidder's account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase 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.

Cheque / Cash / DD / other mode of payment are **not acceptable towards EMD.**

- 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.
- c. EMD will carry no interest.
- d. 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.
- e. 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:

- f. Withdrawal of offers during validity period of the offer.
- g. Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order.
- h. Any unilateral revision made by the bidder during the validity period of the offer.
- i. Non execution of the prescribed documents after acceptance of the contract.
- j. Non submission of Security Deposit.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED

- 7. 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.

- 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 Delivery Challan, Tax Invoice mentioning GST number. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

TDS of 2% shall be deducted as per Notification No.50/2018 dated 13th September 2018, TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

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 mount 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 placed item wise on the L1 bidder only.

- 14. MS 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 Entrepreneurs memorandum certificate i.e. EM Part-2 issued by District Industries Centre to claim their status as "MICRO" & "SMALL" Entrepreneurs. "SC" & "ST" Entrepreneurs has to submit necessary cast certificate issued by State Authorities.

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

16. 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

17. 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.

18. Relaxation of Tender Terms & Conditions

BL reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

19. 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.

20. 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.

21. 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.A

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		Taloja
	Material Description	Locking Rings	18G GI LOCKING RINGS WITH 6" LEVER
A.	Quantity		25000
B.	UOM		Nos.
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)	

Annexure – VI

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.

Annexure - VII

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	

Annexure – VIII

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

Contact Person

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

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 IX

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.

Annexure X

**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)

A. Annexure XI -Terms and conditions for making online payments towards Earnest Money Deposit [EMD]

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Balmer Lawrie & Co. Ltd, hereinafter referred to as "Merchant", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> ("Website"). Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

B. General Terms and Conditions For E-Payment

- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
- 3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed

superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

C. Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

D. Miscellaneous Conditions:

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and

Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;

- i. Choose a new password, whenever required for security reasons.
- ii. Keep his/ her User ID & Password strictly confidential.
- iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. Debit/Credit Card, Bank Account Details

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
 - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
 - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
 - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
 - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

F. Personal Information

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

Helpdesk

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- sona.banerjee@ext.icicibank.com, Telephone- 033-40267513)

G. Payment Gateway Disclaimer

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

H. General Terms and Conditions -

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary account number and hence do not attempt to use the same beneficiary account number for multiple cases.
6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

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: 26AABC0984E1ZX
Balmer Lawrie & Co Ltd (1050) SBU – Industrial Packaging Vill: Piyala, PO Asaoti Faridabad (Haryana) – 121102 Ph - 0129-2205073, Fax – 0129-2215090	Provisional ID Number: 06AABC0984E1ZZ
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: 33AABC0984E1Z2
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: 37AABC0984E1ZU
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: 19AABC0984E1ZS
Balmer Lawrie & Co Ltd (1150) SBU – Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208 Ph – 022-27412660	Provisional ID Number: 27AABC0984E1ZV