



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258190/66258209
Fax No. 091 - 022- 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1761 dated 22.12.2020

Due date of Tender: 01.01.2021 at 15:00 hrs.
Opening of Price Bid: 01.01.2021 at 15:15 hrs.

Online Single Bid e-Tender is invited from MSE vendors only for supply of “ 50 (2”) & 20 (3/4”) nominal sizes of Metal Cap seal” for IP-Taloja through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in> . The tender document can be downloaded from www.balmerlawrie.com website

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-400 071
Contact Persons: 1. Shri A S Das,Mob.07600067189 Land Line No.022 66258215 e.mail:.das.as@balmerlawrie.com 2.Smt Snehal J Gaikwad,Mob.09665779785 Land Line No.022 66258203 e.mail: gaikwad.s@balmerlawrie.com	Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Satday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644

	<p>Escalation level 1– Mr. Tuhin Ghosh, Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 -Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007</p>
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1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Baroda and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

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**. The tender document consists of **only Price Bid.**

3. All documents required in the tender can be deposited in the Tender Box at the following address, “Balmer Lawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001”

4. Important points to be noted

4.1 Due date for submission of bids 01.01.2021 at 15:00 hrs.

All Bids are to be completed and submitted 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/Service Provider.

This document is the Tender.

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

5. Earnest Money Deposit (EMD – Exempted (the tender is reserved for MSE bidders only)

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

THIS IS A SPECIAL DRIVE FOR MSE VENDORS .

Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM)/UDYAM number are exempted from payment of Earnest Money Deposit and eligible to participate and are also 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 –VI.

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 cancelled accordingly.

Format of Tender

Tender documents consists of:

Sr.No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Price Bid	V
6	Proforma for BG	VI
7	Conditions for online Bid submission	VII
8	Code of conduct for suppliers	VIII
9	BL's Bank details	IX
10	GST Compliance & Vendor's details	X & XA
11	Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, CPPP Declaration and Restriction on ground of Defense of India & National Security	XI

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

No bid will be accepted by the e-bidding portal after the submission deadline is over.

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 bidder fails to submit the Valid Certificate of UDYOG ADHAAR MEMO/ UDYAM Certificate for the particular item.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.
- iv. Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure- VII 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.
- v. **Contractors, vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid.**

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.

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

“METAL CAP SEALS”

S.NO	Description	Plant	Quantity (Sets)
1	Set of 2” (50MM) & ¾” (20MM) Metal Capseal with gasket (Plain White)	Taloja	60,000
2	Set of 2” (50MM) & ¾” (20MM) Metal Capseal with gasket (Multi color Co’s logo)	Taloja	60,000

NB: Quantities may vary +10-15%

Application To seal 210 Ltrs Tight head Barrel openings (50 mm & 20 mm nominal sizes)

* Soft copy of art work for Logo will be provided by BL to the successful vendor.

(A) 50 nominal size of Cap Seal: (conforms IS 1784 : 1998)

1. Size : 69.5 mm +- 1.6 Diameter
2. Material : Tin Plate / Black Plate conforming to IS 1993
3. Thickness : 0.23 /0.24 mm
4. Weight : 11.5 +/- 1.0 Grams with Vinyl gasket
5. Internal Coating : Clear PVC / Phenolic lacquered
6. Our side coating : Double White Coating
7. Washer : Vinyl oven backed washer
8. Tear off Cut : Tear off Clear Cut 2 lines
9. Holes : Two Holes on both the ears

(B) 20 nominal size of Cap Seal: (conforms IS 1784 : 1998)

1. Size : 35 mm +- 0.80 Diameter
2. Material : Tin Plate / Black Plate conforming to IS 1993
3. Thickness : 0.23 /0.24 mm
4. Weight : 3.75 +/- 0.5 Grams with Vinyl gasket
5. Internal Coating : Clear PVC / Phenolic lacquered
6. Our side coating : Double White Coating
7. Washer : Vinyl oven backed washer
8. Tear off Cut : Tear off Clear Cut 2 lines
9. Holes : Two Holes on both the ears

(As per Drawing attached here with)

Delivery type : Staggered and as per monthly call up from the Plant.

Pack Size: 500 Nos separately for 2” & ¾ “

For any clarification, sample material can be collected from the plant prior to submission of on line e- offer.

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:**
BL will place the Purchase Order for supply of Metal Capseal for nominal bore sizes 50 mm & 20 mm to Taloja manufacturing units for Jan'21 to Jun'21 or till the quantity exhausts as per the call up schedule issued from the plant on monthly basis.
3. Bidder should quote on line on e- Price Bid format. Your quotation should contain all the elements such as Basic rate including Freight and GST.
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 – Jan'21 to Jun'21 or till the quantity exhausts.**
6. **Tender Evaluation: The tender would be finalized on the basis of location wise Lowest Nett delivered value (NDV) as per Annexure –V.**
7. The company reserves the right to accept any tender in whole or in part and reject any or all tenders.
8. **The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates. Lowest bidder will be decided on location wise.**
9. **Dispatch Instructions**
Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL.
10. 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

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

3. Reference for Documentation

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

- 4.** 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.

5. 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

- 6. Earnest Money Deposit: This is a special drive for MSE Vendors and it is exempted from depositing any Earnest Money Deposit {EMD}.**

- 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 -XI – A,B,C,D. 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 cancelled accordingly.**

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

MSME suppliers desirous of availing early payment of 10 days as against standard payment terms as per tender, may do so, with prior intimation to BL. Payments against such Invoices shall be made after deduction of 9.5% interest per annum for the actual number of days by which the payment is preponed as compared to the tendered credit period .

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender & evaluation of the bids will be done accordingly.

DEDUCTION OF TDS

TDS deducted from vendor payment will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

11. SECURITY DEPOSIT:

Successful bidder will be required to pay Security Deposit equivalent to 3% 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. (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 party's due payments or security amount held with us.

13. Award of Contract

6.1. As per the purchase policy set by Government of India for Government and PSU organizations, recommended 4% of tendered quantity will be reserved for MSE vendors owned by SC/ST and 3% will be for Women entrepreneurs provided their rates should

be within L1 + 15% slab. The above bidders, if not L1 bidders, would be required to match with L1 rates to get the award of the allotted quantities mentioned above.

6.2. In the event of non- participation by SC/ST/Women enterpreneuers , total tendered quantity will be kept open for general MSE bidders.

In that case :

6.3 The order quantity will be split in between the L1 & L2 parties in the ratio of 70:30 provided the L2 party matches rate with L1 rate. In case L2 tenderer does not agree to match L1, then L3/L4/L5....so on tenderer will get chance to match rate with L1. In case no other tenderer agrees to match L1 rate, then 100% order will be placed on L1 party.

In the event there are more than one L1 bidder after evaluation, then the Quantities will be split equally amongst all the L1 bidders. In case , the company feels that there is further scope for negotiation, then fresh quotes in sealed envelopes will be sought from the L1 bidders only. Based on Revised quotes, the fresh L1 will be allocated 70% and fresh L2 will be allocated 30% of this quantity subject to matching the Revised L1 rate. In case there are more than one parties then the procedure as in 6.3 above will be followed.

If, despite following all these steps, there are more than one L1, then the quantity shall be equall distributed amongst all such bidders.

6.4. In the event of the original L1 bidder belongs to SC/ST Categories or MSE run by Women entrepreneurs, order quantity will be split in to 70:30 ratio as per the conditions described in the above paragraphs(Point 6.3) between L1 & L2/L3/L4/L5....(agrees to match with L1) bidders irrespective of category.

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

15. ARBITRATION

If 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.

16. FORCE MAJEURE CLAUSE

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the 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.

17. Relaxation of Tender Terms & Conditions

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

18. 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.

19. 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 EMD / Security Deposit will be forfeited.

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 – V

PRICE BID

E. SAMPLE PRICE BID – to be filled by BIDDER “On Line” only

S.No.	Description	A	B	C	D	E	F
		QTY/Sets	Rate/No Rs.	Value Rs. (A X B)	GST %	GST VALUE Rs.	Basic + GST Value(C+E)
A	TALOJA						
1	Set of 2” (50MM) & ¾” (20MM) Metal Capseal with gasket (Plain White)	60000					
2	Set of 2” (50MM) & ¾” (20MM) Metal Capseal with gasket (Multi color Co’s logo)	60000					

.....
The rates should be inclusive of Transportation / Packing & Forwarding / Loading & Unloading /other charges, if any.

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- VI

(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 “Nut Bolt & Washer” 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 al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

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-VII

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

Contact Persons:

1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday)

ritu.patil@c1india.com

2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday)

3. Mr. CH Mani Shankar 6374241783 email:

chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Satday)

4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644

Escalation level 1– Mr. Tuhin Ghosh,Mob.+91-8981165071 Email –

tuhin.ghosh@c1india.com Level 2 -Mr. Sandeep Bhandari

sandeep.bhandari@c1india.com +91-8826814007

Or

Balmer Lawrie’s officials.

Contact nos. and e.mail ID’s

1.Mr A S Das-Landline-02266258215-Mob.7600067189-das.as@balmerlawrie.com

2.Ms Snehal J Gaikwad- Landline-02266258203-gaikwad.s@balmerlawrie.com

1. 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.

2. 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.

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-VIII

Code of Conduct for Balmer Lawrie & Co's. Suppliers

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

The supplier declares herewith:

- Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery**
 - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- Respect for the basic human rights of employees**
 - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - o to respect the personal dignity, privacy and rights of each individual;
 - o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor**

- o to employ no workers under the age of 18;
- Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
 - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- 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

G. 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-X

A. GST Compliances

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

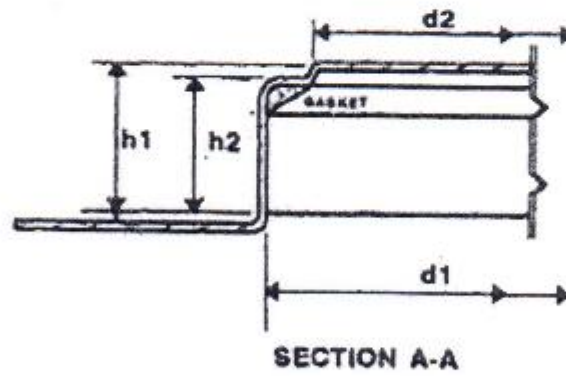
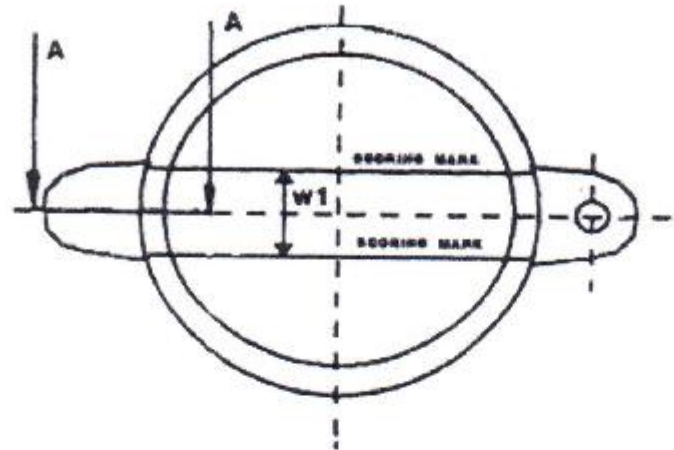
Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

B. DETAILS OF VENDOR

ANNEXURE-XA

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 /To	

IS 1784 : 1998



All dimensions in millimetres.

Nominal Size of Capsule	Dimensions				
	d1 (2)	d2 (3)	A1 (4)	A2 (5)	w1 (6)
50	69.50 ± 1.60	61.50 ± 1.60	11.50 ± 0.60	9.50 ± 0.60	12.00 ± 1.60
20	35.00 ± 0.80	29.00 ± 0.80	8.30 ± 0.60	6.80 ± 0.60	10.00 ± 1.60

DIMENSIONS OF CAPSEALS

All dimensions are in mm.

Annexure XI : Purchase Preference to Make in India and MSE Supplier-

1. **Purchase Preference under Public Procurement (Preference to Make in India) Order:**

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

“Margin of purchase preference” means the maximum extent to which the price quoted by a *Class-I local supplier’ may be above the L1 for the purpose of purchase preference.

“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

- B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, the qty will be ordered as per clause no 10 (Award of contract – page no 8) under Special Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

Note: For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020.

XI - (A) - DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

I/We, M/s....., address.....
....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

Domestic Content (%) –
Imported Content (%)–

It is also declared that the value addition for the material supplied/ to be supplied is made at following locations:

- a)
- b)
- c).....
- d).....

Authorized Signatory,

XI (B) DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

We _____ (Name the bidder) hereby declare and accept that if we withdraw or modify our Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the Security Deposit before the deadline defined in the NIT, we will be suspended for the period of two years or the contact period whichever is later

Authorized Signatory,

Restrictions on Ground of Defence of India and national Security:

Restrictions on procurement from a bidder of a country which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any

other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

XI (C) DECLARATION –

**BIDDER TO SUBMIT ON THEIR LETTER PAD FOR RESTRICTIONS ON
GROUND OF DEFENSE OF INDIA AND NATIONAL SECURITY**

Dated -

We _____ (Name the bidder) have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we hereby certify that this bidder is not from such a country and is eligible to be considered.

Authorized Signatory,

**XI (D) DECLARATION –
CPPP DECLARATION**

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.

I/We hereby also declare the following: -

[1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate
category].

[2] One of the partner / proprietors is a female – Yes / No [Kindly tick the
appropriate category].