



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

www.balmerlawrie.com

**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 -66258215/66258208  
Fax No. 091 - 022- 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LE0808 dated 18.04.2017.**

**Due date of Tender : 28.04.2017 at 11.00 hrs.  
Opening of Bid : 28.04.2017 at 11.30 hrs.**

Online Single Bid e-Tender is invited for Transportation of Steel Coils by Road from our Industrial Packaging Plant at Taloja (Navi Mumbai) to Silvassa (D N & H) & Silvassa (D N & H) to Taloja (Navi Mumbai) through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.>

**The bidder should be registered in Balmer Lawrie Web Portal through C1 India for online e-bidding.**

**Contact details:**

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park,Chembur Mumbai-400 071
<b>Contact Persons:</b> 1. Shri Anant Tirkey, Mob.09004966564; Land Line No.022 66258199 e.mail : tirkey.a@balmerlawrie.com 2. Smt Radha Balakrishnan, Mob. 9987526241 Land Line No.022 66258197 e.mail:radha.b@balmerlawrie.com	<b>Contact Persons:</b> 1. Mr. Tirtha Das, tirtha.das@c1india.com Mobile +91-9163254290 2. Mr. Tuhin Ghosh,tuhin.ghosh@c1india.com Mobile +91-8981165071 3. Mr. Siva Kumar Chennai), <a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a> , Mobile +91-9042773377 4. Mr. Ravi Gaiwal (Mumbai) ravi.gaiwal@c1india.com Mobile +91-022-66865633

**SBU: Industrial Packaging****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 Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Talaja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

**A. Instructions for bidders**

1. Online Single Bid e-Tenders are invited for Transportation of Steel Coils by Road from our Industrial Packaging Plant at Talaja (Navi Mumbai) to Silvassa (D N & H) & Silvassa (D N & H) to Talaja (Navi Mumbai) from reputed Transporters.

2. Please Refer to Annexure – I for detailed Scope of Work & Quantity.

**2. Important points to be noted**

5.1 Due date for online bid submission	28.04.2017 at 11.00 hrs.
5.2 Online Bid opening	28.04.2017 at 11.30 hrs.

All Bids are to be completed and returned in accordance with tender requirements within the tender due date 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.**

**3. Corrigendum to tender:**

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

**4. Format of Tender Document.**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms and Conditions
- D. Annexure I – Scope of Work
- E. Annexure II – Price Bid.
- F. Annexure III – Draft (Format for “Bank Guarantee for Security Deposit.”)
- G. Annexure IV - Conditions for Online Bid submission
- H. Annexure V - Supplier Code of Conduct

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.

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**5.1 Late Bids**

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

**5.2 Bid Validity**

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

**5.3 Bid Rejection Criteria**

A bid may be rejected if

- The bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- Conflict of interest between the bidder and the Company is detected at any stage.

**5.4 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*)

**6. Complete Scope of Work**

The complete scope of work has been defined in Annexure- I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation

**7. Tender Documents and Deviations**

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I, would invite immediate dis-qualification from further consideration of the bid.**

**8. Preparation and submission of Tender Documents**

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

**Price Bid (Annexure II is Price Bid)**

The lowest bidder will be decided on the Nett delivered Price on location wise in Indian Rupee, for the item mentioned in the scope of supply inclusive of weightment charges Duties, levies charges & exclusive of loading & Unloading charges since it will be done by BL.

The Price bid should not contain any information other than the price. **Price bid should be filled as per the format provided (Annexure II).**

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

**10. MSME/SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.**

**NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item.**

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**B. SPECIAL TERMS & CONDITIONS.**

**1. Scope of Work**

Scope of Work for the tender shall be as mentioned in Annexure- I

**2. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for INR 8000.00 (Rs. Eight Thousand only).

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India.** The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank.** The EMD/Bid Bond to be deposited within the Due date for the tender. **Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

**EMD is liable to forfeiture in the event of:**

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of LOI / order
- c) Any unilateral revision made by the bidder during the validity period of the offer
- d) Non execution of the prescribed documents after acceptance of the contract
- e) Non submission of Security Deposit.

**3. Security Deposit (SD)**

Security Deposit Amount of Rs.10,000/- (Rs.Ten Thousand only) to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 6 months** in BL's format (**Annexure III** only).

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 10 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

The Security Deposit if paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered item and

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

**Security deposit is liable to forfeiture in the event of:**

- a) Non Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory.

**4. Validity of Price Bid : The offer should be valid for period of 30 days from the date of opening of the tender.**

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**5. Weighment Charges :** Both empty & loaded vehicles weighment charges are to be borne by the transporter & no reimbursement will be made by BL. The successful transporter have to ensure that the weighment of empty vehicles are taken prior to entry at the loading point & weighment of loaded vehicles are carried out prior to unloading at the destination.

**6. Payment Terms:**

All Payments will be made on the basis of Receipt of invoice / Lorry Receipt as supported documents. **Payment will be made after 30 days of receipt of bill.**

**Tenderer should quote only rate per MT basis & it should be firm rate basis during the period of contract. Rate in any other basis is not acceptable.** Offer from Bidder should contain all the elements such as Basic rates per MT, Taxes etc. Taxes should be shown separately as applicable.

**7. Placement of Truck:**

The successful bidder shall place the vehicles as per our requirement from time to time. In the event of failure to do so, BL shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder.

**8. Award of Contract:**

- **BL shall place the Purchase order on the Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.**
- **100% order will be placed on L1 party. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.**
- **Negotiations, if held will be only with the lowest bidder.**

**9. Invoicing :**

Transporter will be required to ensure that each consignment delivered by him to our works is accompanied by his Lorry Receipt. A receipted copy of the Lorry Receipt must be submitted with the bill. One copy of the Lorry Receipt will be retained by us.

**10 Risk Purchase:**

The successful bidder shall place the trucks as per our requirement. In the event of failure to do so, BL shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any incurred by BL shall be recovered from the successful bidder.

**11. Validity of the Contract :**

The Contract if any awarded against this tender will be valid from **01.05.2017 to 31.10.2017**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

**12. Transit Risk Insurance:**

Transit Risk Insurance shall be covered by BL.

**13. Penalty due to non performance.** Any failure on transporter's part may warrant BL to arrange vehicle from other source at the successful bidders risk & cost recoverable from the pending bills or security deposit. In case of any shortage/damage/deterioration/loss of Steel for whatsoever reason while the same are in the custody of the transporter, the transporter shall be liable to make good the value of goods including duty, penalties and fines as are appropriate for such damage/shortage/loss/deterioration.

SBU: Industrial Packaging

## **C. GENERAL TERMS AND CONDITIONS**

### **1. Introduction**

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

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

### **2. Reference for Documentation**

Purchase Order Number must appear on all correspondence, Bills etc. or papers connected with the order.

### **3. Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 7 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.

### **4. Rejection of Bids**

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

### **5. Delays**

#### **5.1 Delay in Bidding**

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

#### **5.2 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 or completion will attract Risk Purchase as mentioned in Special Terms & Conditions Clause no. 11.

#### **5.3. Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend service covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

### **6. Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

### **7. Control Regulations**

Successful bidder warrants that all goods/materials covered by this order have been delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated

**SBU: Industrial Packaging**

in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**8. Termination**

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if :

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. A receiver is appointed for any substantial property owned by the bidder.
- vii. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

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

**9. Safety to Company's Property.**

The transporter should ensure that during the time of operation there is no damage to the property / personnel of Balmer Lawrie. In the event of any damage, the same will be repaired/compensated by the company at the cost of the transporter.

**10. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

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**Annexure-I****D) SCOPE OF WORK**

Transportation of Steel Coils by Road from our Industrial Packaging Plant at Taloja (Navi Mumbai) to Silvassa (D N & H) & Silvassa (D N & H) to Taloja (Navi Mumbai).

**Specification of Material to be transported:**

a]	Steel Coils of width 913/1220 /1315 mm width of various thickness.	Weight of coil ranging from 8 MT to 15 MT
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**Transportation Location & Quantity:**

Sr.No	Location From	Est.Qty (MT)
1	From Taloja-Navi Mumbai to Silvassa (D N & H)*	1000 (+/-10%)
2	From Silvassa (D N & H)* to Taloja-Navi Mumbai	500 (+/-10%)

**\*(For Silvassa requirement of vehicle should be either half body or open trailer of 28 ft long only)**

The transporter has to keep in touch with BL for lifting of steel coils on to the vehicles within the stipulated date & time, transporting the same to our factory location at transporters risk and un-loading the steel coils at our premises.

**(a) Weighment** : At our discretion, the transporter will be required to route the materials through a weighbridge of our choice to establish gross weight of consignment and tare weight of empty lorries. Cost of weighment charged by Public Weighbridge, if any, will be on account of transporter.

**(b) Use of Crane** :Our EOT Crane installed at Taloja & Silvassa Plant will be available for unloading and stacking of coil consignments inside the factory shed only.

**[c] Loading/Unloading:** Loading & Unloading will be done by BL & your quoted rate should be exclusive of these charges.

**[d] The quoted rate should be inclusive of toll charges, entry tax etc., if any.**

**[e] Vehicle should be made available within 24 hours of verbal/email intimation.**

Transporter should quote the rates "per MT Basis" & the quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward with mutual consent.

**Award of Contract:**

- BL shall place the Purchase order on the Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.
  - 100% order will be placed on L1 party. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.
  - Negotiations, if held will be only with the lowest bidder.
- a. Quoted rates should be as per details given in Price Bid (Please refer Annexure – II).
- b. Rates quoted on truck basis or any other basis is not acceptable.



SBU: Industrial Packaging

The quantity mentioned above against each location is a tentative indication, which may vary (+/-10%) depending upon the operational requirement. Interchange/transfer of ordered quantity among destination within the awarded estimated order value of the contract may be made by BL

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.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	
	<b>Company</b>	
	<b>Date</b>	

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**Annexure-II****E. PRICE BID FORM**Location & Quantity of Steel Coils to be transported during the period from **MAY 2017** to **OCTOBER 2017**

SNo. Location from	Est. Qty. ( MT ) ( A )	Unit Rate Rs per MT(B)	Amount Rs. ( A x B )
1. From Taloja-Navi Mumbai to Silvassa (D N & H)*	<b>1000 MT (+/-10%)</b>		
2. From Silvassa (D N & H)* to Taloja-Navi Mumbai	<b>500 MT(+/-10%)</b>		

- The bidders should quote the rates only on "**Rs. per Metric Tonne [MT]**" basis & exclusive of loading & unloading charges. **Rates quoted on trailer basis or any other basis is not acceptable.**
- The quantity indicated is only estimate. However, no commitment is given by the company on fulfilment of the estimated quantity.
- Award of contract:**
  - Award of Contract – Refer clause no-8 of 'Special Terms & Condition'.
  - In the event of more than one L1 bidder the order will be equally distributed.
- The company reserves the right as its discretion to enhance the estimated quantity by another 10%.
- The contract shall be extended on mutual agreement with the successful bidder till completion of the balance order quantity beyond the contract period as per tender terms & condition.
- Interchange of order quantity between the locations within the awarded estimated order value of the contract shall be made by company.

Service Tax Registration No.		PAN( Personal Account No.)	
Contact Person		Telephone Nos.	
E-Mail ID		Fax Nos.	

**We have quoted our rates after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.**

**Signature of the bidder with Seal & Date**

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ANNEXURE- III

**F. (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 “Handling & Transportation of Steel Coils” 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

*SBU: Industrial Packaging*

Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**CONDITIONS FOR ONLINE BID SUBMISSION**

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

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on E-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

**Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das, Mob 9163254290 email - tirtha.das@c1india.com
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – tuhin.ghosh@c1india.com
3. Mr. Ravi Gaiwal, Tel +9619379192 Email - ravi.gaiwal@c1india.com
4. Mr. Siva Kumar, Mob. +91 9042773377 Email – siva.kumar@c1india.com

**Or**

**Balmer Lawrie's officials.**

**Contact nos. and e-mail ID's:**

1. Shri Anant Tirkey, Mob.09004966564; Land Line No.022 66258199; e.mail : tirkey.a@balmerlawrie.com
2. Ms. Radha Balakrishnan-Landline-02266258197;radha.b@balmerlawrie.com

**Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

**SBU: Industrial Packaging**

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

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards 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.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

**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.

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**ANNEXURE V**

**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 behaviour 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 labour**

- 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.