



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 –66258208/66258191
Fax No. 091 - 022– 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1136 dated 28.06.2018

Due date of Tender : 09.07.2017 at 15:00 hrs.
Opening of Price Bid: 09.07.2017 at 15:30 hrs.

Online e-bids are invited for supply of “Scissors Arm {Upper & Lower}” for our plant at Taloja (Navi Mumbai) through BalmerLawrie e. procurement Portal <https://balmerlawrie.eproc.in>

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

Contact details

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 Nayan Yadav, Mob.8879294183 Land Line No.022-66258191 e.mail: yadav.nd@balmerlawrie.com Smt Amanda Couto – Mob- 09004002269, 022 66258208, email ID: amanda.c@balmerlawrie.com	Contact Person 1. Mr. Tirtha Das, Mob 09163254290 Email - tirtha.das@c1india.com 2. Mr.Tuhin Ghosh,Mob.08981165071 Email – tuhin.ghosh@c1india.com 3. Mr. CH.Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com 4. Mr.Partha Ghosh,Mob.0 08811093299 Email – partha.ghosh@c1india.com 5 Ms. Ujwala Shimpi, Landline (022)66865608 Ujwala.shimpi@c1india.com

Introduction

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

A. Instructions for bidders

1. Online Single bid e-Tenders are invited for “reputed suppliers/manufacturers for supply of “Scissors Arm [Upper & Lower]” as per detailed specification contained in Annexure I of this tender for our plant at Taloja [Navi Mumbai].
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 scanned and submitted online through appropriate forms as attached in the tender.

4. Important points to be noted

4.1 Due date for submission of bids : 09.07.2018 at 15:00 hrs.

4.2 Price Bid Opening : 09.07.2018 at 15:30 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.

5. Bid Security / Earnest Money Deposit (EMD) / Bid Bond – As per Clause no. 1 of the Special Terms & Conditions of this Tender document

Micro and Small Enterprises (MSE's) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure – IX**.

Failure to submit aforementioned declaration by the bidder claiming above benefits will be treated as a non-MSE's bidder and such bid shall be processed accordingly.

Response from BL registered 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.

6. Corrigendum to tender:

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

7. Format of Tender Document

Tender Documents consist of:

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

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

8. Late Bids

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

9. Bid Validity

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

10. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.
- ii. If the bidder does not submit the required details as specified [Annexures III]
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Bidders who are not registered under GST, will have to provide a self declaration that their income is below the limit as required by GST applicability (i.e. Aggregate turnover of FY is <20 lakhs). And hence not eligible for GST Registration. Bidders who are registered under GST, will have to provide the GST Number as per Annexure- III and also provide proof of such registration.

11. 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*)

12. Opening of Price Bid

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

13. Complete Scope of Supply

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

14. 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 disqualification from further consideration of the bid.

15. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

16. Preparation and submission of Tender Documents

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

a. Price Bid (Annexure IV is Price Bid)

The lowest bidder will be decided based on Composite Lowest Nett delivered price (NDP) in Indian Rupee, for the items mentioned in the scope of supply.

The Price bid should not contain any information other than the price. The price is to be mentioned in both Figures and words and where there is a difference between the two, rate given in words will be taken as authentic.

Price bid should be filled as per the format provided.

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

B. SPECIAL TERMS & CONDITIONS

1. Earnest Money Deposit (EMD)/BID BOND

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Mumbai for **INR 3,000.00** (Rs. Three Thousand only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie & Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. The EMD/Bid Bond if remitted by bank transfer should have been credited to our Bank Account on the day prior to the Due date for the tender. BL's bank details to facilitate bank transfer are given in Annexure-VI to this tender. Cheque / Cash payment is **not acceptable towards EMD / Bid Bond**.

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

EMD is liable to forfeiture in the event of:

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

2. Security Deposit (SD)

Security Deposit amount of 5% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai. (Ballard Estate Office, 5 J.N. Heredia Marg, Mumbai-400 001.

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

Cheque/Cash or any other forms of payment are not acceptable towards Security Deposit.

- i. The Security Deposit will not bear any interest and shall be refunded to successful bidder, only on successful delivery of the tendered item.

- ii. All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- iii. EMD of the successful bidder will be adjusted in Security Deposit.

3. Security Deposit is liable for forfeiture, if

- (a) Non supply after Acceptance of Purchase Order.
- (b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- (c) Successful bidder violates the tender condition,
- (d) If the performance of the bidder is found to be unsatisfactory.
- (e) Security Deposit will be refunded only after successful completion of the contract.

4. Payment Terms:

Our payment terms are as follows:

Payment for the accepted material will be made within 30 days from date of receipt of material or bill whichever is later.

5. The bidder is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the bidder will not be acceptable.
6. Tenderer should quote only rate per piece basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per piece, Freight, GST.

7. Risk Purchase

In case delivery of material is not effected as per given schedule, we reserve the right to prune the order quantity to the extent it is purchased from the market at your cost and risk. The deduction on account of such procurement, if any, will be recovered from your due payments / security deposit.

8. Award of Contract

The contract would be awarded to the L1 bidder only on Composite Lowest net delivered price.

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

9. Testing / Inspection

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

10. Delivery Of "Scissors Arm [Upper & Lower]"

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

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

11) Delivery Period :

Within 3-4 weeks from the date of our Purchase Order.

12) Transit Risk Insurance

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

13) Bidders who are not registered under GST, will have to provide a self declaration that their income is below the limit as required by GST applicability (i.e. Aggregate turnover of FY is <20 lakhs). And hence not eligible for GST Registration. Bidders who are registered under GST, will have to provide the GST Number as per Annexure- III and also provide proof of such registration.

14) The company reserves the right to accept any tender in whole or in part and reject any or all tenders.

15) 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.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Supply

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

3. Reference for Documentation

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

4. Confirmation of Order

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

5. Relaxation of Tender Terms & Conditions

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

6. Rejection of Bids

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

7. Delays**7.1 Delay in Bidding**

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

7.2 Delay in Delivery

The bidder shall try to complete the delivery as mentioned in the scope of service within the stipulated time. Delays in delivery or completion will attract Risk Purchase Clause as mentioned in Special Terms & Conditions Clause no. 7.

8. 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 despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

9. Sub-Contracts

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

10. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

11. Termination

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

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

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

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

12. Arbitration

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

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

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

ANNEXURE - I

D. SCOPE OF SUPPLY

ITEM DESCRIPTION:

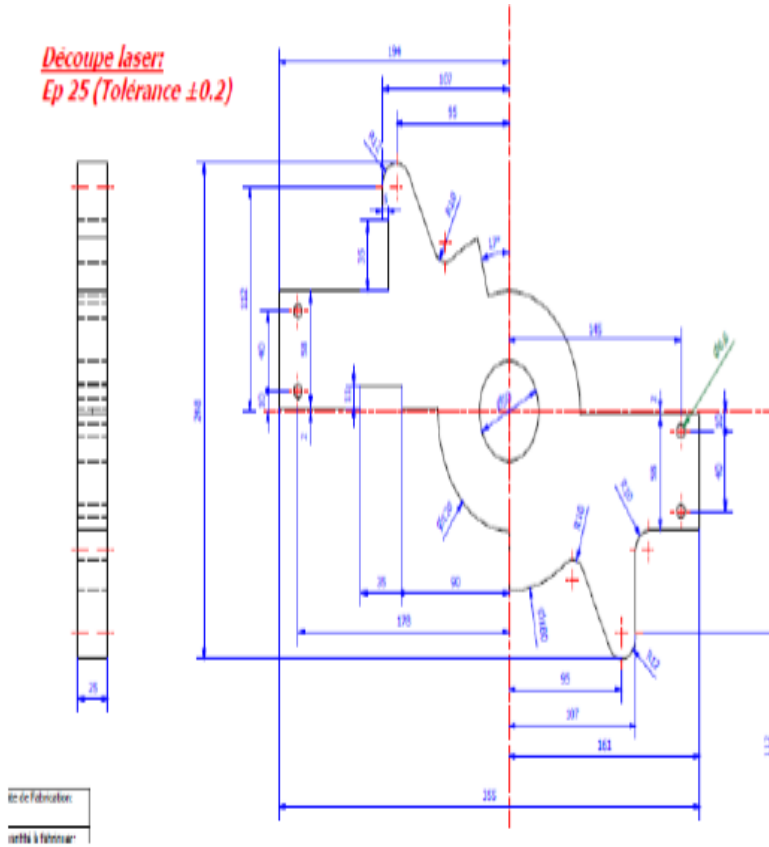
[1] Scissors Arm Upper
Material EN9

Quantity ... 4 nos

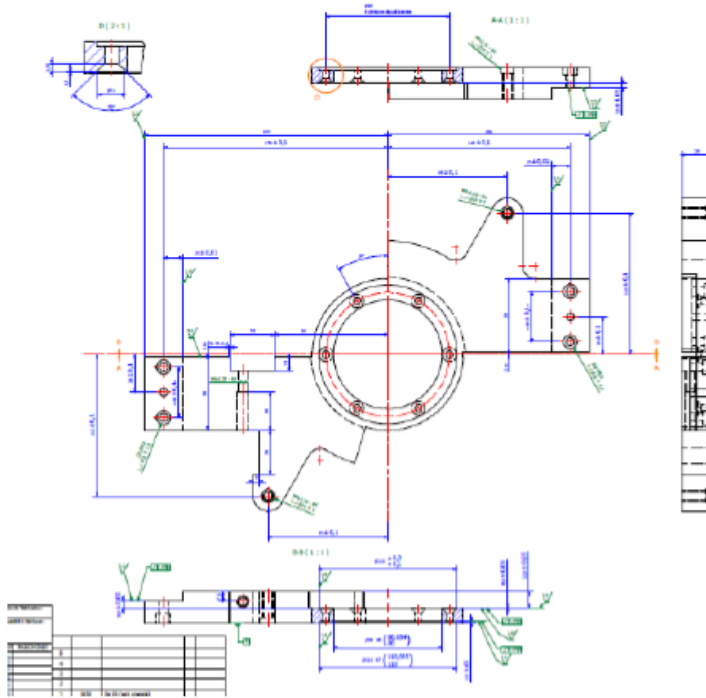
[2] Scissors Arm Lower
Material EN9

Quantity ... 4 nos

Refer attached drawings.



BALMER LAWRIE & CO. LTD.
 IP TALOJA (NAVI MUMBAI)
 SCISSOR ARM LOWER-PLAN



BALMER LAWRIE & CO. LTD.
IP TALOJA (NAVI MUMBAI)
SCISSOR ARM UPPER-DETAILED
VIEW

ANNEXURE II**E. GST Compliances (If any)**

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

F.DETAILS OF VENDOR**ANNEXURE-III**

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 (If any)	
20	HSN/SA Code for Supply/Service (If applicable)	
21	GST rates (in %) applicable for Supply/Service to be provided (If Applicable).	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website](If applicable)	
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 IV

G. PRICE BID – to be filled by BIDDER

S.No.	Description	Quantity {Nos}	Rate
			Rs./each
A	Scissors Arm Upper	4	
B	Scissors Arm Lower	4	
C.	Total Value [A+B]		
D.	Freight		
C.	CGST		
D.	SGST		
E.	IGST		
F	LESS :[CGST+SGST]/IGST		
G	Net Delivered Price		

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

Company Seal :

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE - V

H. ADDRESS OF BALMER LAWRIE PLANT

Balmer Lawrie & Co Ltd, Industrial Packaging
G 15,16,17, MIDC, Taloja,
District – Raigad (Maharashtra) – 410208

ANNEXURE - VI**I. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	Particulars of the Bank Account	
	A. Name of the Bank	Standard Chartered Bank
	B. Name of the Branch	M.G. Road
	C. Branch Code	29
	D. Address	90, M.G. Road, Mumbai-400001, India
	E. City Name	Mumbai
	F. Telephone No.	+9122 22683300
	G. NEFT/RTGS IFSC Code	SCBL0036046
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. SWIFT CODE	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	222-0-526803-6
5	Vendor's e mail id	

ANNEXURE-VII**J. CONDITIONS FOR ONLINE BID SUBMISSION****1. Registration with e.Procurement platform:**

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Ujwala Shimpi, Land No 022 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. Mani Sankar (Chennai), +91-8939284159 Email – chikkavarapu.manisankar@c1india.com

5. Mr. Partha Ghosh, Mob. 0 08811093299 Email – partha.ghosh@c1india.com

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

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet 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.

3. Procedure for Bid Submission

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

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

4. Submission of Hard copies:

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

Corrigendum to tender:

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

Disclaimer Clause:

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

Annexure – VIII**K. CODE OF CONDUCT FOR BALMER LAWRIE & CO. SUPPLIERS.**

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

The supplier declares herewith:

- f* **Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- f* **Prohibition of corruption and bribery**
 - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- f* **Respect for the basic human rights of employees**
 - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - o to respect the personal dignity, privacy and rights of each individual; o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- f* **Prohibition of child labor**
 - o to employ no workers under the age of 18;
- f* **Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
 - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- f* **Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;
- f* **Supply chain**
 - o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
 - o to comply with the principles of non-discrimination with regard to supplier selection and treatment.

Annexure – IX

**L. BIDDER TO SUBMIT ON THEIR LETTER 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)