

**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 -66258186/66258191  
Fax No. 091 - 022- 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LM1258 dated 07.12.2018**

**Due date of Tender: 17.12.2018 at 14.00 hrs.**

**Opening of Price Bid: 17.12.2018 at 14.30 hrs.**

**Online single bid e-tenders are invited for supply of “Cleaning Thinner” for our Plant at Kolkata through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.>**

1. The parties applying against the tender should be registered as Micro or Small Enterprise with valid Udyog Aadhar Number issued by Ministry of Micro, Small & Medium Enterprises. **Self-attested copy of Udyog Aadhar Memorandum certificate must be submitted along with the duly filled, stamped and signed declaration attached at Annexure IX in this regard.**
2. Bids received without the document supporting your registration as a Micro or Small Enterprises as above, will be rejected.
3. Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy):-
  - i. Subject to other terms & conditions stated in the tender document, 100% quantity of the proposed tender is **earmarked for Micro and Small Enterprises.**
  - ii. Micro and Small Enterprises will be provided tender document free of cost & will be exempted from payment of EMD.
  - iii. The above provisions shall apply to Micro and Small Enterprises registered under Udyog Aadhar Memorandum issued by Ministry of Micro, Small & Medium Enterprises

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**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> <b>SBU- Industrial Packaging,</b> <b>5 J.N Heredia Marg, Ballard Estate</b> <b>Mumbai – 400 001.</b>	<b>C1 India Pvt. Ltd.</b> <b>603, Coral Classic, 20th Road,</b> <b>Near Ambedkar Park, Chembur</b> <b>Mumbai – 400071</b>
Contact Persons: 1. Shri Deepanjan Ghosh - 8590223690, 022 66258192, email ID: <a href="mailto:ghosh.deepanjan@balmerlawrie.com">ghosh.deepanjan@balmerlawrie.com</a>	Contact Person 1. Mr.Tirtha Das. Mob.09163254290 e.mail- <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> 4. Miss. Ujwala Shimpi, Land No 022 66865608Email – <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>

**1. 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 from reputed suppliers/manufacturers for supply of "Cleaning Thinner" & as per detailed specification contained in Annexure I of this tender for our plant at Kolkata.
2. **Please Refer to Annexure – 1 for detailed Technical Specifications**
3. The tender is invited in **Single-Bid System**. The tender document consists of **Price Bid**.
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids	17.12.2018 at 14.00 hrs.
5.2 Bid opening	17.12.2018 at 14.30 hrs.

All Bids are to be completed and returned 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.**

**1. 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.

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## 2. 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 – Price Bid.
- F. Annexure III – Addresses of various Balmer Lawrie locations
- G. Annexure IV - Bank Details for SWIFT/RTGS Transfers
- H. Annexure V - Conditions for Online Bid submission
- I. Annexure VI- Code of Conduct for Balmer Lawrie & Co. Suppliers
- J. Annexure VII – GST Compliance
- K. Annexure VIII – Format for vendor details
- L. Annexure IX – Format of declaration pertaining to registration of UAM on Central Public Procurement portal.

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.

## 3. Late Bids

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

## 4. Bid Validity

The offer shall remain valid for a period of **three months** from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

## 5. Bid Rejection Criteria

A bid may be rejected if

- i. If the bidder does not submit the supporting documents specified.
- ii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

## 6. 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*)

## 7. Opening of Price Bid

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

## 8. Complete Scope of Work

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

**9. 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.

**10. 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.**

**11. 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 II is Price Bid)**

The lowest bidder will be decided based on the Composite lowest landed cost for each location in Indian Rupee, for the item 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 (Annexure II).**

- b. After submission of bid online, the bidders are requested to submit the 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. Security Deposit (SD)**

Security Deposit amount 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 for **10% of the order value**.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 15 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 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.

### **2. 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

### **3. 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 for supply at different locations shall be made from the respective location.

In case sub-contractor/s employed by successful bidder, timely payment shall be released to such sub-contractor/s and a declaration of payment to such sub-contractor/s have been made to be submitted with each invoice of the successful bidder raised on Balmer Lawrie.

**Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.**

**BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.**

**TDS deducted from your payments 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**

4. 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, Excise duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.

**5. Stocks**

Successful tenderer shall maintain 1/6 of the ordered quantity as stock to each size in their stock point at any point of time at their own cost.

**6. Delivery Period**

The supplier should ensure despatch of the item as per the call-up received from each individual plants from time to time

**7. Risk Purchase**

In case delivery of material is not effected as per given schedule from time to time, 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 desposit.

**8. Award of Contract**

The order will be split in between the L1 & L2 parties in the ratio of **60:40**, provided the L2 party matches the rates with L1 rates. In case L2 tenderer does not agree to match the rates with L1 rates, then L3 tenderer would be approached to match the L1 rates. In case L2 & L3 tenderers do not agree to match L1, then 100% order will be placed on L1 party. In the event where there is more than one L1 bidder, then the quantity will be distributed equally between the L1 bidders.

**9. Testing / Inspection**

- i) Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii) It must be noted that it is not incumbent upon the company to check and test each and every lot of "Cleaning Thinner". The company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

**10. Delivery Of items**

- i) To our plants at Kolkata (addresses given as attachment). Delivery schedule given from time to time for be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period.

**11. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for **Twelve months (Jan'19 – Dec'19)**. 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 and the tendered quantity may be increased for further period of three months with mutual consent.

**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.



**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. GST Registration No.**

**Bidders not registered under GST are not eligible for participating in this tender. Vendors to mandatorily provide the 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.**

**3. Scope of Supply**

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

**4. Reference for Documentation**

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

**5. 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

**6. 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.

**7. 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.

**8. 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 work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 10.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

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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

**13. Arbitration**

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

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

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.**

## Scope of Supply

### 1. Cleaning Thinner for removal of Oil Coating

For IP-Kolkata

- a. For removal of oil coating from M.S. barrels and components.
- b. Approximate composition:
  - Xylene: 50%
  - Butyl Cellosolve: 20% (true solvent)
  - Di-acetol alcohol: 30% (true solvent)
  - Iso-propyl alcohol: Nil (anhydrous)
  - Butanol: Nil
- c. Evaporation time 3-4 minutes at room temperature
- d. Should be compatible with Epoxy Phenolic Lacquer
- e. It should be packed in 200 Litre M. S .drums and should be leak proof.
- f. The Vendor should visit our plant to ascertain the actual use of the material before submitting their offer.

**Quantity: 10000 L (+/- 10%)**

**PRICE BID – to be filled by BIDDER**

S.No.	Description	Cleaning Thinner
	Qty	10000 L
A	<b>Basic rate (Per litre.)</b>	
B	Freight Charges	
C.	IGST % on (A+B)	
D	CGST % on (A+B)	
E	SGST / UTGST % on (A+B)	
F	Total Landed Price	
G	Less: IGST or (CGST + SGST/UTGST)	
H	Net Landed Price	

(Amount in words- )

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

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

**ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS**

Balmer Lawrie & Co Ltd  
SBU – Industrial Packaging  
P-4/1, Oil Installation Road, Paharpur  
Kolkata (West Bengal) – 700088  
Ph - 033-24393808, Fax No. – 033- 24393793

**BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AABCB0984E
4	<b>Particulars of the Bank Account</b>	
	A. Name of the Bank	<b>Standard Chartered Bank</b>
	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. <b>NEFT/RTGS IFSC</b> Code	<b>SCBL0036046</b>
	H. 9 digit MICR code appearing on the cheque book	400036002
	I. <b>SWIFT CODE</b>	SCBLINBBXXX
	J. Type of Account	Current
	K. Account No. appearing on the cheque	<b>222-0-526803-6</b>
5	L. Vendor's e mail id	

**ANNEXURE-V**

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  

<b>Contact Person</b> 1. Mr.Tirtha Das. Mob.09163254290 e.mail- <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> 2 .Mr.Tuhin Ghosh, Mob.08981165071 e.mail- <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> 3. Mr.CH. Mani Sankar ,Mob.08939284159 e.mail- <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> 4. Ms. Ujwala Shimpi, Land No 022 66865608 Email – <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>
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Or  
  
Balmer Lawrie's officials.  
  
Contact nos. and e-mail ID's  
  
1. Mr. D. Ghosh, Mob.08590223690, Land Line No.022 66258192, e.mail: [ghosh.deepanjan@balmerlawrie.com](mailto:ghosh.deepanjan@balmerlawrie.com)
2. **Pre-Requisites before Login to System (Software requirements.)**
  - a. Minimum System Requirements:
    - Pentium IV 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
  - b. **Operating System:**
    - Windows 2000 Professional
    - Windows XP
  - c. **Browser Version:**
    - Internet Explorer Versions 6.0 SP2 and above
  - d. **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.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
5. **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.
6. **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.
7. **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.



## Code of Conduct for Balmer Lawrie & Co. Suppliers

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

### The supplier declares herewith:

#### **Legal compliance**

- to comply with the laws of the applicable legal system(s).

#### **Prohibition of corruption and bribery**

- to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

#### **Respect for the basic human rights of employees**

- to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- to respect the personal dignity, privacy and rights of each individual; ○ to refuse to employ or make anyone work against his will;
- to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- to comply with the maximum number of working hours laid down in the applicable laws;
- to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

#### **Prohibition of child labor**

- to employ no workers under the age of 18;

#### **Health and safety of employees**

- to take responsibility for the health and safety of its employees;
- to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- to provide training and ensure that employees are educated in health and safety issues;
- to set up or use a reasonable occupational health & safety management system;

#### **Environmental protection**

- to act in accordance with the applicable statutory and international standards regarding environmental protection;
- to minimize environmental pollution and make continuous improvements in environmental protection;
- to set up or use a reasonable environmental management system;

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**Supply chain**

- to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- to comply with the principles of non discrimination with regard to supplier selection and treatment.

Annexure-VII

**A. GST Compliances**

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

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

**A. DETAILS OF VENDOR**

1	Name of the Vendor	
2	Address	
3	Postal Code	
4	State	
5	Country	
6	Telephone No.	
7	Mobile No.	
8	Fax No.	
9	Email ID	
10	Contact Person	
11	Bank Name	
12	Street	
13	City	
14	Branch Name	
15	IFSC Code	
16	MICR Code	
17	Account Number	
18	Minority Indicator	
19	GSTIN Registration Number	
20	HSN /SAC Code for Supply/Service	
21	GST rate (in %) applicable for Supply/Service to be provided.	
22	Composition Scheme Applicable	Yes / No
23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	

**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)