



**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258208/66258209  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100PM1830 dated 31.03.2021**

**Due date of Tender : 20.04.2021 at 16:00 hrs.  
Opening of Price Bid: 20.04.2021 at 16:05 hrs.**

Online two bid e-tender is invited for supply of “Label Ring-2 inch & ¾ inch(Tag Ring) [MS/GI/Composite” for our Barrel Manufacturing Plants at Silvassa, Taloja [Navi Mumbai], Chennai, Chittoor, Asaoti [Faridabad] & Vadodara through Balmer Lawrie e. procurement Portal <https://balmerlawrie.eproc.in>

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 documents 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 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

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

**Disclaimer - This product and services are not available on GeM and Balmer Lawrie have no objection in providing this information for making available such products/services on GeM**

**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. Mr. Tushar Ingale Mobile -9769015541 Email id – <a href="mailto:ingale.td@balmerlawrie.com">ingale.td@balmerlawrie.com</a>  2.Mr.Sanket Thakur Mobile -9967524819 Email id - <a href="mailto:thakur.ss@balmerlawrie.com">thakur.ss@balmerlawrie.com</a>	Contact Persons: 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a> 2. Mr.Tirtha Das , Mob: 9163254290 , email id <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai/ Monday- Satday) 4. Helpdesk Support (Kolkata) Email : <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> (Monday-Saturday) 8017272644 <b>Escalation level 1</b> – Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a> <b>Level 2</b> -Mr. Sandeep Bhandari <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a> +91-8826814007

**Introduction**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India 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 two bid e-tenders are invited from reputed suppliers/manufacturers for supply of 2" & ¾" Label Rings [Tag Rings] as per detailed specification contained in Annexure –I of this tender for our plants Taloja (Navi Mumbai), Silvassa, Vadodara, Chennai, Chittoor & Asaoti. Please refer to Annexure – I for detailed Technical Specifications.**
- 2. The tender is invited in Two-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 online bid submission 20.04.2021 at 16:00 hrs. |
| 4.2 Price bid opening 20.04.2021 at 16:05 hrs.                  |

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 Earnest Money Deposit (EMD) – 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(d)**

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

Unless otherwise agreed to in terms of the Purchase Order, the price shall be firm till execution of entire contract.

**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:

Sr.No.	Description	Page No.	Annexure
A	Instruction for bidders	2 to 5	
B	Special Terms & Conditions	5 to 8	
C	General Terms & Conditions	8 to 10	
D	Scope of Supply	11	I
E	Prequalification Criteria	12	II
G	Price Bid	13	III
H	Addresses of Balmer Lawrie location	14	IV
I	Bank Details for SWIFT/RTGS Transfers	15	V
J	Conditions for Online Bid submission	16 to 17	VI
K	GST compliance undertaking	18	VII
L	Details of Bidder	19	VIII
M	(a) Local & Import Content Certificate (b) Bid Security Declaration (c) Restrictions on Ground of Defense of India and National Security. (d) CPPP Declaration	20 to 21 22 23 to 24 25	IX
N	Format for BG to submit Security Deposit	26 to 27	X

O	Annexure XI – Code of Conduct for Balmer Lawrie & Co. Suppliers/Contractors	28	XI
P	Annexure XII – List of designated Officers responsible for releasing payment.	29	XII
Q	Integrity Pact	30 to 34	XIII

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 which will be normally one month from opening of Technical Bid.

#### 10. Bid Rejection Criteria

A bid may be rejected if

- a) If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- b) The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- c) Conflict of interest between the bidder and the Company is detected at any stage.
- d) Bidders not registered under GST are not eligible for participating in this tender. Bidders to mandatorily provide the GST Number as per Annexure- VIII 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.
- e) Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender

#### 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. Complete Scope of Supply

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

#### 13. 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 scope of supply, as given in the Tender Document-Annexure – I, would invite immediate dis-qualification from further consideration of the bid.**

#### 14. 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.**

#### 15. 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 III is Price Bid)**

The lowest bidder will be decided on the basis of lowest Nett delivered Price for each location in 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.

**The quoted price should be firm till the completion of the Order quantity placed on the successful bidder.**

**Price bid should be filled as per the online Price Bid format provided.**

- b. After submission of bid online, the bidders are requested to submit hard copies of documents which cannot be uploaded as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5,J N Heredia Marg, Ballard Estate, Mumbai – 400 001.**

#### B. SPECIAL TERMS & CONDITIONS.

**1. Earnest Money Deposit [EMD] –**

**EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per Annexure – IX(b)**

**2. Security Deposit (SD)**

Security Deposit amount of 3% 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 or Bank Guarantee valid for contract period in BL's format [Annexure-XII) 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.**

**In case of non-submission of security deposit within 10 days of receipt of order, the payment shall be made within 30 days from the date of receipt of the material or security deposit whichever is later.**

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

- The Security Deposit will not bear any interest.
- All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.
- Security Deposit is liable for forfeiture, if
  - Successful bidder fails to provide service as per tendered job during the contract period.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded only after successful completion of the contract.
  - If the performance of the bidder is found to be unsatisfactory.

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

### 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.

Consignment should be accompanied by valid documents such as Delivery Challan, Tax Invoice under GST. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

Payments for supply to different locations shall be made from the respective location, [Refer Annexure XI for designated officers responsible for releasing payment].

***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. Kindly note that this 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 set basis and any other basis is not acceptable.
5. Stocks – Successful tenderer shall maintain 1/6 of the ordered quantity as stock 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 deposit.

## **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/L4/L5... tenderer would be approached to match the L1 rates. In case L2/L3/L4.... 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.

**As per the purchase policy set by Government of India for Government and PSU organizations, 16% of tendered quantity to be reserved for MSE vendors owned by SC/ST and 12% of the tendered quantity to be reserved for Women entrepreneur provided they match the L1 rates.**

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

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

## **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 "Label Rings" . 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 "Label Rings"**

- i) To our plants at Silvassa, Taloja [Navi Mumbai], Chennai, Chittoor, Asaoti [Faridabad] & Vadodara (addresses given as attachment). Delivery schedule given from time to time for different locations 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. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for 12 months [May, 2021 to April, 2022] or till completion of ordered quantity as per call-up given. 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 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. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable. 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.

14. **Tender Evaluation**

The tender would be finalized on the basis of Lowest Nett delivered price (NDP) for each location. and as such it would be in the interest of the bidders to quote their most competitive price.

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

16. Despatch Instructions

Unless otherwise specifically advised in writing, the goods shall not be despatched without prior receipt of purchase order issued by BL.

17. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.

18. **Packing & Marking**

The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing.

## 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, drawings, 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 work within the stipulated time. Delays in delivery or completion will attract Risk Purchase Clause as mentioned in Special Terms & Conditions Clause no. 7.

## 8. **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”***

## 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.

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 will be forfeited

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

**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**

**“Label Ring” 2 inch & ¾ inch(Tag Ring) for 210 Litre M.S.Barrels**

**Material:-Low Carbon Steel Sheet as per IS:513-2008 with nominal thickness of 0.30 mm.The Tag Ring shall be pressed to the required size and should be pre-coated.**

S.No.	Description	Plant	Quantity (Sets)
1	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Taloja	1000000
2	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Silvassa	840000
3	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Chennai	500000
4	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Chittoor	90000
5	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Asaoti	650000
6	M S Tin Label Ring(Tag Ring)-2 inch and ¾ inch Size	Vadodara	180000
7	G I Label Ring(Tag Ring) -2 inch and ¾ inch Size [As per IS:277]	Asaoti	70000
8	2” Label Ring for Composite Barrels	Chittoor	10000
9	2” Label Ring for Composite Barrels	Silvassa	60000
10.	2” Label Ring for Composite Barrels	Vadodara	20000
11.	2” Label Ring for Composite Barrels	Asaoti	6800

Note: The Label Rings should be free from burrs and should not be twisted or damaged. Proper care should be taken to avoid transit damage.

**Quantities mentioned above are only indicative. The same may vary locationwise ±20%.**

## Annexure-II

### E) PRE-QUALIFICATION CRITERIA

SR NO.	Criteria	Documents need to submit
1	The bidder shall have atleast three years experience in Supply of Label Rings or similar type of material.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidence of successful supply of Label Rings or similar type of material during last <b>7 years</b> and the bidder should meet any of the following criteria  a) Three similar orders costing not less than the amount equal to <b>Rs.20 lacs each</b> . b) Two similar orders costing not less than the amount equal to <b>Rs.25 lacs each</b> b) One similar order costing not less than the amount equal to <b>Rs.40 lacs</b> .	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria.
3	Minimum average annual turnover of <b>Rs. 15.00 lacs</b> in the last three years (2017-18, 2018-19 & 2019-20)	Certified from Chartered Accountant or Certified Profit and Loss and Balance Sheet copies.
4.	Company's Permanent Account No. (PAN No.) & GST No.	Copy of Certificate
6.	Regular submission of GST Return to the Authority along with proof of submission of return for <b>FY 18-19</b> (GSTR-1, GSTR-3B)	Copies of GSTR-1, GSTR-3B
7.	Declarations a) Local and Import Content Certificate b) Bid Securing Declaration c) Restriction on ground of Defense of India and National Security d) CPPP Declaration	Self-Declaration from bidder on Company's letterhead as per <b>Annexure- IX</b>
11	Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in <b>Annexure: XIII</b>	Signed and stamped copy of Integrity pact (on each page) ( <b>Annexure XIII</b> )

**ANNEXURE III**

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

S.No.	Description	Taloja	Silvassa	Chennai	Chittoor	Asaoti	Vadodara
		Rs./set.	Rs./set.	Rs./set.	Rs./set.	Rs./set	Rs./set.
1.	M S Tin Label Ring (Tag Ring) Size: 2" and ¾"						
2.	G I Label Ring (Tag Ring) Size: 2" and ¾"	-	-	-	-		-
3.	2" Label Rings for Composite Barrels	-		-			
4.	GST %						
5.	Total landed price						
6.	Less : GST						
7.	Net Delivered Price						

**Freight amount to be included in the Basic rate.**

**The tender would be finalized on the basis of Lowest Nett Delivered price (NDP) for each location.**

The Order would be placed on the Lowest bidder(L1) only.

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>	

**ANNEXURE IV**

**G. ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS**

1. **Balmer Lawrie & Co Ltd, Industrial Packaging  
G 15,16,17, MIDC,  
Taloja, District – Raigad (Maharashtra) – 410208**
2. **Balmer Lawrie & Co Ltd,Industrial Packaging  
Survey no. 23/1/1, Khadoli Village  
Silvassa-396230 (UT of Dadra Nagar & Haveli**
3. **Balmer Lawrie & Co. Ltd.,  
Industrial Packaging,  
32,Sathangadu Village,Manali,  
Chennai-600 068,Tamilnadu.**
4. **Balmer Lawrie & Co. Ltd. Industrial Packaging  
62,Patnam Village,Patnam Post  
Thavanampalle Mandal, Araconda Road,  
Chittoor-517131,Andhra Pradesh.**
5. **Balmer Lawrie & Co Ltd, Industrial Packaging  
Vill: Piyala, PO Asaoti  
Faridabad (Hariyana) – 121102**
6. **Balmer Lawrie& Co Ltd, Industrial Packaging  
Plot No. 727, Savli Industrial Estate,  
GIDC, Manjusar,  
VADODARA – 391 775.**

ANNEXURE V

**H. BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

1	Name	BALMER LAWRIE & CO. LTD.,
2	Supplier Code	
3	Permanent Account Number (PAN)	AALCB0984E
<b>4</b>	<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-VI**

### **I. 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
- High Speed 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](mailto:tirtha.das@c1india.com)
2. Mr. Tuhin Ghosh, Mob 08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
3. Mr. Partha Ghosh, Mob 8811093299 email – [partha.ghosh@india.com](mailto:partha.ghosh@india.com)
4. Mr. CH Mani Sankar, Mob 8939284159 email – [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
5. Ms. Ujwala Shimpi, Landline (022)66865608 email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)

Or

##### **Balmer Lawrie's officials.**

##### **Contact nos. and e.mail ID's**

1. Shri Tushar Ingale, Mob. 9769015541 Land Line No.022 66258209  
e.mail: [ingale.td@balmerlawrie.com](mailto:ingale.td@balmerlawrie.com)
2. Smt Amanda Couto ,Mob.9004002269 Land Line No.022 66258208 e.mail:  
[amanda.c@balmerlawrie.com](mailto:amanda.c@balmerlawrie.com)



**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**Submission of Hard copies:**

**After submission of bid online, the bidders are requested to submit the documents which could not be uploaded, to the Tender Inviting Authority before the due date at our Ballard Estate Office.** The bidder shall furnish the other documents if any 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, cancellation of work and criminal prosecution.

**Disclaimer Clause**

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

**Annexure- VII**

**J. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VIII 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] Vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the Act, BL would exercise the right for non-payment/withholding payment,/ black listing the vendor/debarring the vendor from participating in future tenders for a certain period [to be decided by BL].

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

K. DETAILS OF VENDOR

ANNEXURE - VIII

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 – XI(a)**

**L. Purchase Preference to Make in India and MSE Supplier-**

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

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

Definitions: for purpose of the above order.

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

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

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

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

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

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

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

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

“All the item/s of this Tender will be considered as **divisible**

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

**DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

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

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

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

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

Authorized Signatory,

**2. Purchase preference for MSE supplier:**

As per the purchase policy set by Government of India for Government and PSU organizations (25% of the tendered quantity shall be allowed to be supplied by participating MSEs), 4% out of this 25% of tendered quantity to be reserved for MSE vendors owned by SC/ST and 3% out of this 25% the tendered quantity to be reserved for Women entrepreneur provided they match the L1 rates.

As this is a non-divisible tender, an MSE quoting in the price band L1 +15 % may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.

**ANNEXURE – IX(b)**

**BIDDER TO SUBMIT ON THEIR LETTER PAD –**

**“BID SECURITY DECLARATION”**

Dated .....

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

Authorized Signatory,

**Restrictions on Ground of Defense of India and national Security:**

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**ANNEXURE – IX©**

**DECLARATION –**

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

**Dated -**

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

Authorized Signatory,



**Annexure – IX(d)**

**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.

I/We hereby also declare the following :-

- [1] I/We belong to SC/ST category – Yes / No [Kindly tick the appropriate category].
- [2] One of the partner / proprietor is a female – Yes / No [Kindly tick the appropriate category].

**ANNEXURE- X**

**(To be provided by Successful bidder only)**

**M. 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 Successful bidder) (hereinafter referred to as “the Successful bidder”) filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as “the said Tender”) for “Supply of 2” & ¾” Label Rings” and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Successful bidder.

The conditions of the said Tender, inter alia, require that the Successful bidder 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 Successful bidder) 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 Successful bidder ), 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 Successful bidder and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the successful bidder ) or to extend time of performance by Successful bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Successful bidder 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 Successful bidder 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 Successful bidders), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. **00.00** (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, \_\_\_\_\_ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:

**Annexure – XI**

**N. 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 – XII**

**O. LIST OF DESIGNATED OFFICERS RESPONSIBLE FOR RELEASING PAYMENT**

Following are the details of designated officers responsible for processing of invoices/payment :-

<b>Sr.No.</b>	<b>Industrial Packaging -Location</b>	<b>Contact Person</b>	<b>Contact No.</b>	<b>email ID</b>
1	Silvassa	Mr. Prason Aggarwal	9555587372	<a href="mailto:aggarwal.p@balmerlawrie.com">aggarwal.p@balmerlawrie.com</a>
2	Chennai	Mr. Manoj Karmakar	8124056521	<a href="mailto:karmakar.mk@balmerlawrie.com">karmakar.mk@balmerlawrie.com</a>
3	Chittoor	Mr. Pravin K Singh	9883325136	<a href="mailto:singh.pk@balmerlawrie.com">singh.pk@balmerlawrie.com</a>
4	Asaoti	Mr. D P Sharma	9717695849	<a href="mailto:sharma.dp@balmerlawrie.com">sharma.dp@balmerlawrie.com</a>
5	Taloja	Ms. Rekha	9867420162	<a href="mailto:rekha.rr@balmerlawrie.com">rekha.rr@balmerlawrie.com</a>
6	Vadodara	Mr. Vishal Gokharan	9819520229	<a href="mailto:vishal.g@balmerlawrie.com">vishal.g@balmerlawrie.com</a>

You are requested to contact the above officers for any queries pertaining to Invoices/payment.

Company Authorized Signatory  
(Seal & Stamp)

**ANNEXURE – XIII**

**INTEGRITY PACT**

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for Post production miscellaneous activities for all types of barrels and activities related to incoming of materials at IP Talaja.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section2- Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - XI (A)**

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - XVI (B).**

#### **Section 4: Compensation for Damages**

- If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5: Previous Transgression**

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

#### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.



- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

#### **Note : (The periods may be extended to suit the individual unit's requirements)**

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

#### **Section 10 - Other provisions**

- a. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

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Witness 2 :  
(Name & Address)

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