



Balmer Lawrie & Co Ltd.

(A Govt. of India Enterprise)

**S.B.U – Industrial Packaging, 5, J. N. Heredia Marg
Ballard Estate, Mumbai-400 001.**

TENDER NO:0100PM0781 dated 06.03.2017

DUE ON: 27.03.2017 at 14:00 Hrs.

Online Two Bid Tender is invited for supply of Epoxy Phenolic Coating through Balmer Lawrie eProcurement Portal
<https://balmerlawrie.eproc.in>

CONTACT DETAILS OF BALMER LAWRIE

BALMER LAWRIE & CO. LTD.,
INDUSTRIAL PACKAGING,
5 J N HEREDIA MARG, BALLARD ESTATE
MUMBAI – 400 001.

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NOTICE INVITING TENDER

TENDER NO: 0100PM0781 dated 06.03.2017

ONLINE TWO BID TENDERS ARE INVITED FROM REPUTED MANUFACTURERS FOR SUPPLY OF EPOXY PHENOLIC COATING (CLEAR & PIGMENTED) LACQUER TO OUR PLANTS AT SILVASSA, KOLKATA, CHENNAI, ASAOTI (FARIDABAD) AND TALOJA (NAVI MUMBAI).

EARNEST MONEY DEPOSIT (EMD)

THE DEMAND DRAFT FOR EMD OF **RS.1,24,000 (ONE LAKH TWENTY FOUR THOUSAND)** SHOULD BE DRAWN IN FAVOUR OF BALMER LAWRIE & CO. LTD., PAYABLE AT MUMBAI. COPY OF THE INSTRUMENT EVIDENCING PAYMENT OF EMD MAY BE SCANNED & UPLOADED BEFORE BIDDING. THE PHYSICAL ORIGINAL INSTRUMENT / DRAFT SHOULD REACH MUMBAI OFFICE PRIOR TO THE DATE OF BID OPENING. BALMER LAWRIE & CO. LTD., WILL NOT BE RESPONSIBLE FOR ANY POSTAL DELAY. EMD RECEIVED AFTER DUE DATE / TIME WILL NOT BE CONSIDERED.

ALL DOCUMENTS REQUIRED IN THE TENDER CAN BE SCANNED AND SUBMITTED ONLINE THROUGH APPROPRIATE FORMS AS ATTACHED IN THE TENDER.

SMALL SCALE UNITS REGISTERED WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (NSIC), FOR ITEMS TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

VENDOR UNDERTAKING

WE HAVE STUDIED THE TENDER DOCUMENT CAREFULLY AND HAVE QUOTED OUR LOWEST RATE IN ACCORDANCE WITH THE TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS AS LAID DOWN IN THE TENDER DOCUMENT. WE ALSO CONFIRM TO HAVE ACCEPTED ALL TERMS & CONDITIONS AND SPECIAL TERMS & CONDITIONS.

SCOPE OF WORK

1. PERIOD OF CONTRACT

01.04.2017 TO 31.09.2017.

The contract if any awarded against this Tender will be valid for a period of **SIX MONTHS**. The company shall extend the contract for a further period of **SIX MONTHS** prior to expiry of contract on mutual agreement at the same rates, terms and conditions.

2. ESTIMATED REQUIREMENT [Litres.] [+/- 20%]

S.No.	Product Description	SILVASSA	CHENNAI	ASAOTI	KOLKATA	TALOJA
1	EPOXY PHENOLIC GOLD COATING LACQUER (EPC-M)	33000	8000	7500	1200	
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.1)	14850	3600	3375	540	
2	EPOXY PHENOLIC GREEN COATING LACQUER (EPGC-S)	7000	11000			
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.2)	2900	4550			
3	Epoxy Phenolic Green Coating Lacquer Food Grade (EPGC-S Food Grade)			300		
	Compatible Thinner For Above Lacquer (Serial No.3)			150		
4	EPOXY PHENOLIC PIGMENT COATING LACQUER (EPPC-BROWN)	12000	2500			
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.4)	6950	1450			
5	EPOXY PHENOLIC GOLDEN BROWN COATING LACQUER (EPGBC-BROWN)		3000	600		
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.5)		1600	300		
6	EPOXY PHENOLIC GOLD COATING LACQUER (EPC-PESTICIDES)	1000				
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.6).	450				
7	EPOXY PHENOLIC GOLD COATING LACQUER (EPC-FOOD)		700	8500		
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.7)		300	3825		
8	EPOXY PHENOLIC GOLD COATING LACQUER FOR DOS-A OILED STEEL					4000
	COMPATIBLE THINNER FOR ABOVE LACQUER (Serial No.8)					1800

These are best estimates of requirement based on market conditions and carry no commitment. The total quantities may increase/decrease by 20%. Successful tenderer will have to meet our actual requirement as indicated by us from time to time during the contract period.

Actual estimated requirement will be communicated before the start of each month and supply will have to be scheduled accordingly. In case of any change in Company's manufacturing program, the Company reserves the right to alter monthly delivery schedule

3. SPECIFICATIONS

Lacquer offered shall conform to the Specification given in Specification Sheet Nos. 1, 2, 3, 4, 5, 6, 7 & 8. In the event of supplies not meeting the specifications, the same will be rejected. Such rejected quantity must be removed from our Works within 7 days

from the date of our advice and the company will not be responsible for any deterioration/loss etc. Further, if the rejected quantities are not removed within the specified time, the Company shall be at liberty to dispose the same in the manner as we deem fit without any obligation to the supplier.

SPECIFICATION SHEET NO.- 1

Product Description	:	Epoxy Phenolic Gold Coating. (EPC-M)
Product Type	:	Epoxy - 1
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Capacity MS brl suitable for packing of oils, greases, Inks & varnishes fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerin, mild solvents etc.
Stoving Schedule	:	200°C (Metal peak temp.) for 7- 8 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by vendor (EPC-M R)
Thinning Ratio	:	18 % maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford 4 @ 30°C)	:	55 – 60 seconds. maximum
Application Viscosity (seconds, Ford 4 @ 30°C)	:	20 – 28 seconds.
Specific Gravity	:	0.96 ± 0.02
%Solid (by weight)	:	30 ± 1
Shade / Color	:	Gold (after baking)
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure).
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement no sign of film failure (Cracks & flaking)
Bend Test / Flexibility Test.	:	No sign of film cracking or flaking at 90° on 12mm dia mandrel.
Rhodamine Test	:	Should pass without staining.
Chemical Resistance Test	:	Sodium – hydroxide 10% Soak Test. Should pass.

SPECIFICATION SHEET NO.- 2

Product Description	:	Epoxy Phenolic Green Coating. (EPGC-S)
Product Type	:	Epoxy - 2
Substrate	:	CRCA Mild Steel.
Uses	:	Internal coating of 210 ltr. capacity MS barrel. Suitable for packing strong chemicals, petrochemicals and solvents, resins, pesticides, aqueous products, water based emulsions, fragrances, oils, grease, fats, glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film Thickness</u>	:	
a] One coating System Thickness	:	10-15 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by the vendor (EPGC-SR)
Thinning Ratio	:	12% maximum (party shall specify thinning ratio)
Supply Viscosity (seconds, Ford 4 @ 30°C)	:	30 – 40 seconds. maximum
Application Viscosity	:	20 – 28 seconds.
Specific Gravity	:	1.22 ± 0.02
%Solid (by weight)	:	50 ± 2
Shade / Color	:	Grey - Liquid, (Green - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity), blisters, craters etc.
Acetone Soak & Rub Test	:	5 minutes (100 rubs on soaked portion without film failure).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1X1mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure(Cracks & flaking).
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO.- 2

Chemical Resistance Test :

a] Sodium – hydroxide 10%
Soak Test. : Should pass

b] Methyl Cello Solve Test : Should pass

SPECIFICATION SHEET NO.- 3

Product Description	:	Epoxy Phenolic Green Coating – Food Grade. (EPGC-S Food Grade) (FDA Compliant)
Product Type	:	Epoxy - 2
Substrate	:	CRCA Mild Steel.
Application	:	Spraying.
Uses	:	To be used as internal Coating of 210 ltr. Capacity MS brl. suitable for packing of oils, greases, Inks & varnishes fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerine, mild solvents etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 10 minutes.
Shelf life	:	6 months
<u>Dry Film Thickness</u>	:	
a] One coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by the vendor (EPGC-SR)
Thinning Ratio	:	12% maximum (party shall specify thinning ratio)
Supply Viscosity (seconds, Ford 4 @ 30°C)	:	50 – 60 seconds. maximum
Application Viscosity	:	20 – 30 seconds.
Specific Gravity	:	1.2 ± 0.02
%Solid (by weight)	:	46 - 50 ± 1
Shade / Color	:	Grey - Liquid, (Green - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity), blisters, craters etc.
Acetone Soak & Rub Test	:	5 minutes (100 rubs on soaked portion without film failure).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1X1mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure(Cracks & flaking).
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO.- 3

Chemical Resistance Test :

a] Sodium – hydroxide 10%
Soak Test. : Should pass

b] Methyl Cello Solve Test : Should pass

SPECIFICATION SHEET NO. 4

Product Description	:	Epoxy Phenolic Pigmented Coating [EPPC-Brown]
Product Type	:	Epoxy Phenolic
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Nominal Capacities Mild Steel Barrel suitable for packing strong chemicals, petro chemicals and solvents, resins, Monomers Pesticides, Aqueous products, water based Emulsions, Fragrances, oils, greases, fats, Glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12~18 micron
b] Two Coating System Thickness	:	20~30 micron (Bake on Bake).
Thinner	:	Compatible Thinner
Thinning Ratio	:	25% maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford cup 4 @ 30°C)	:	60 ~ 70 seconds
Application Viscosity (seconds, Ford cup 4 @ 30°C)	:	20 ~ 28 seconds Maximum
Specific Gravity	:	1.16 ± 0.02
%Solid (by weight)	:	48 ± 2
Shade / Color	:	Brown - Liquid, (Dark Brown - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters, craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure (Cracks & Flaking)
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO. 5

Product Description	:	Epoxy Phenolic Golden Brown Coating [EPGBC - Brown]
Product Type	:	Epoxy Phenolic
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Nominal Capacities Mild Steel Barrel suitable for packing strong chemicals, petro chemicals and solvents, resins, Monomers Pesticides, Aqueous products, water based Emulsions, Fragrances, oils, greases, fats, Glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12~18 micron
b] Two Coating System Thickness	:	20~30 micron (Bake on Bake).
Thinner	:	Compatible Thinner
Thinning Ratio	:	25% maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford cup 4 @ 30°C)	:	120 seconds \pm 10 sec
Application Viscosity (seconds, Ford cup 4 @ 30°C)	:	20 ~ 28 seconds Maximum
Specific Gravity	:	1.06 \pm 0.02
%Solid (by weight)	:	42 \pm 2
Shade / Color	:	Brown - Liquid, (Golden Brown - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters, craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure (Cracks & Flaking)
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO. 6

Product Description	:	Epoxy Phenolic Gold Coating [EPC (Food)] (FDA Compliant)
Product Type	:	Epoxy
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Capacity MS barrel suitable for packing of oils, greases, Inks & varnishes, fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerin, mild solvents etc.
Stoving Schedule	:	200°C (Metal peak temp.) for 12 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by vendor
Thinning Ratio	:	18 % maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford 4 @ 30°C)	:	60 – 70 seconds. maximum
Application Viscosity (seconds, Ford 4 @ 30°C)	:	20 – 28 seconds.
Specific Gravity	:	0.96 ± 0.02
%Solid (by weight)	:	30 ± 2
Shade / Color	:	Gold (after baking)
Coating Quantity	:	Applied film should be free from coating defects such as holidays (film discontinuity), blisters, craters, etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement no sign of film failure (Cracks & flaking)
Bend Test / Flexibility Test.	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.
Rhodamine Test	:	Should pass without staining.
Chemical Resistance Test	:	Sodium – hydroxide 10% Soak Test. Should pass.

SPECIFICATION SHEET NO. 7

Product Description	:	Epoxy Phenolic Gold Coating (EPC-Pesticides)
Product Type	:	Epoxy
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Capacity MS barrel suitable for packing of pesticides, chemicals, agrochemicals, etc.
Stoving Schedule	:	200°C (Metal peak temp.) for 12 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by vendor
Thinning Ratio	:	18 % maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford 4 @ 30°C)	:	45 \pm 5 seconds. maximum
Application Viscosity (seconds, Ford 4 @ 30°C)	:	20 – 28 seconds.
Specific Gravity	:	0.96 \pm 0.02
%Solid (by weight)	:	33 \pm 2
Shade / Color	:	Gold (after baking)
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 4mm displacement no sign of film failure (Cracks & flaking)
Bend Test / Flexibility Test.	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.
Rhodamine Test	:	Should pass without staining.
Chemical Resistance Test	:	Sodium – hydroxide 10% Soak Test. Should pass.

SPECIFICATION SHEET NO.- 8

Product Description	:	Epoxy Phenolic Gold Coating. (EPC-M)
Product Type	:	Epoxy -1
Substrate	:	DOS-A oiled CRCA steel.
Application	:	Hot Airless Spray. Lacquer Formulation should be suitable for direct application onto DOS -A Oiled steel substrate, without any Surface Pretreatment and Pre-Heating.
Stoving Schedule	:	200°C (Peak Metal Temp.) for 9-10 minutes.
Uses:		To be used as internal Coating of 210 ltr. Capacity MS brl. suitable for packing of oils, greases, Inks & varnishes fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerine, mild solvents etc.
	:	
Dry Film thickness		
a] One Coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by vendor (EPC-M R)
Thinning Ratio	:	10-15 % (vendor shall specify thinning ratio)
Viscosity (seconds, Ford 4 @ 30°C)	:	40 – 45 seconds.
Application Viscosity (seconds, Ford 4 @ 30°C)	:	20 – 28 seconds.
Specific Gravity	:	0.96 ± 0.02
%Solid (by weight)	:	31 ± 1
Shade / Color	:	Gold (after baking)
Coating Quality:		Applied film should be free from coating defects such as holidays (film discontinuity due to pin hole, porosity), de-wetting, blisters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure).
Cross Cut Adhesion Test (1 X 1 mm)	:	100% pass
Gardner Test (Impact Test)	:	Should pass.

Cupping Test	:	Till 7mm displacement no sign of film failure (Cracks & flaking)
Bend Test / Flexibility Test.	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.
Rhodamine Test	:	Should pass without staining.
Chemical Resistance Test	:	Sodium – hydroxide 10% Soak Test. Should pass.

PRE-QUALIFICATION / UN PRICED BID FOR SUPPLY OF EPOXY PHENOLIC LACQUER

The tenderers must fulfill the following qualification criteria and provide evidence of the same.

1. The bidders should have a minimum of 3 years' experience in the manufacture of different grades of Epoxy Phenolic Coating (Clear & Pigmented) as per our requirement. Copy of Certificate of Incorporation to be submitted with Unpriced Bid.
2. **The bidders should have minimum capacity of 200 KL per annum for lacquers & allied products to supply the quantity mentioned in the tender for which the bidder should provide a self-certification.**
3. The bidders should have an average annual sales turnover of not less than 10 crores over the last three years (2013-14, 2014-15 & 2015-16). [Balance Sheet or Chartered Accountant Certificate to be forwarded].
4. The bidders should have supplied the tendered types of lacquer to steel drum/barrel manufacturers for the last three years. Copy of purchase orders received from barrels / drums customers to be attached as proof of supply.
5. **Bids from vendors who have not supplied the tendered type of lacquer to BL in the past and whose products have not been approved by BL in the past will not be considered for evaluation & determination of L1 bid. However, such bidders may be given an opportunity to conduct trials at BL's discretion. On successful completion of trials, the party may be registered as a supplier and may be considered for supply in future tenders.**

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
This contract is for supply of Epoxy Phenolic lacquer as set forth in Work order and as per the schedule given in the Work order.
3.
 - i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
 - ii) Tenderer should quote only rate per litre basis and any other basis is not acceptable. Your quotation should contain all the elements such as Basic rates per litre, Excise Duty, and Sales Tax etc. Excise Duty, Sales tax and Freight should be shown separately.
4. **STOCKS**
Successful tenderer shall maintain **One month stock** of each type of lacquer in their godown at respective locations, at their own cost. The successful tenderer shall also send us in the first week of the month a monthly statement showing stock position for various types of lacquer that have been ordered for supply at different locations.
5. **INSPECTION / TESTING**
 - 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 lacquer supply out of consignment received. The Company shall make only random checks in accordance with the procedure stated earlier. The tenderer should therefore take note of all requirements before submission of tender. Test Certificate to accompany each supply duly certifying that the lacquer being supplied conform to the specifications. 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.
6. **DELIVERY OF LACQUER**
 - i) To all our plants at Silvassa, Kolkata, Chennai, Asaoti (Faridabad) and Taloja (Navi Mumbai) (addresses given as attachment) in new mild steel stackable drums of 20/30 litre capacity with suitable closures. 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. The supplier shall ensure that all delivery challans accompanied with the test certificate as per the batch no. of the material and the material should be having minimum five months usability time on the date of receipt at our plant.
 - ii) In case the material is not supplied as per delivery schedule, the Company reserves the right to buy the same from other tenderers who have participated in this tender, and or from domestic or international market. In such cases, the

Company reserves the right to recover the extra cost, if any, incurred, from the tenderers' security and or due payment.

7. Every tender shall be in accordance with the specifications and terms and conditions.
8. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable. The tenderer is deemed to quote in accordance with the terms and conditions of the Company.

9. **TENDER EVALUATION**

All tenderers are advised to take note of under mentioned formula while quoting their competitive rates, as the tender would be evaluated on composite price of each type of coating (specifications 1 through 8). The tender would be finalized on the basis of Nett delivered price (NDP) for each location.

$$\text{COMPOSITE PRICE (CP)} = \frac{L1 \times Q1 + L2 \times Q2}{Q1 + Q2}$$

Where L1 = Net Delivered Price of coating per litre

Q1 = One litre of coating

L2 = Net Delivered Price of thinner per litre

Q2 = Quantity of thinner required for thinning in litres

10. i) The order for supply of Epoxy Phenolic Lacquer would be distributed between two vendors in the ratio of 70:30. While order for 70% of the order quantity will be placed on L1 bidder, 30% will be on L2 bidder provided they match L1 rate as the case may be. However, in case L2 bidder does not match L1 rate, L3, L4 bidders and so on will be given the opportunity to match L1 rate as the case may be. However, in case none of the bidders match L1 rate, the entire quantity will be awarded to L1 bidder.
In case of multiple L1 bidders, the order will be distributed equally between all the L1 bidders.

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

- ii) The vendor who has not supplied any of the tendered type of lacquer as per BL's specifications in the past has to obtain approval of their product quality from BL. Even if the rate of such vendor is lowest for any particular type of lacquer, their offer (rate) will not be considered for placement of Purchase Order. However, they may submit their sample for trial and approval from BL for being considered for future tenders.
11. The Company reserves the right to inspect the quality of Lacquer at the tenderer's Works.
12. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful tenderer (s). In such a case, the Company also reserves its right to get balance portion of the supplies through other means at the entire risk and cost of the tenderer.

TERMS & CONDITIONS

1. Submission of tender will mean that the tenderer have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.
2. Earnest Money Deposit: Earnest Money Deposit of Rs. **1,24,000.00** /- (Rs. **One Lakh TWENTY FOUR Thousand only**) to be paid by Demand Draft payable at Mumbai in favour of Balmer Lawrie & Co. Ltd. or by NEFT (SWIFT details given as attachment). Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded by cheque to unsuccessful tenderers after finalization of tender. For accepted tenderers, EMD of successful tenderers will be adjusted towards Security Deposit against the Contract order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

EMD is liable to forfeiture if:

- a) In the event of withdrawal of offers during validity period of the offer.
- b) Non acceptance of Contract Order.
- c) Non confirmation of acceptance of Contract order within the stipulated time.
- d) Any unilateral revision made by the tenderer during the validity period of offer.
- e) Non execution of the documents after acceptance of the contract due to any dispute of the tenderer or any reason whatsoever.
- f) Non submission of Security Deposit as prescribed in Clause 11 of this annexure.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

3. **Small Scale Units registered with National Small Industries Corporation Limited (NSIC), for item tendered are exempted from payment of Earnest Money Deposit.**
4. Validity of the Purchase Order: **THE QUOTED PRICE SHOULD BE FIRM THROUGHOUT THE CONTRACT PERIOD, OR TILL THE COMPLETION OF ORDERED QUANTITY WHICHEVER IS LATER. THEREAFTER, THE SPILL OVER QUANTITY IF ANY, WILL BE CARRIED OUT WITH MUTUAL CONSENT.**
5. The company reserves the right to -
 - i. Extend the contract for further period of **ONE MONTH** at the same rates, terms and conditions prior to the expiry of the contract.
 - ii. Enhancing the ordered quantity as per the requirement based on mutual consent of both the parties.
6. **Rate:** Please indicate complete details of rate in the Price Bid.
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a period of 60 days (excluding the due date) from the date of opening of tender.
8. **Sub-Contracting:** The successful tenderer shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

9. **PAYMENT TERMS**

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.

10. Consignment should be accompanied by valid documents such as Excise Gate Pass, Delivery Challan, Tax Invoice under VAT Scheme and Test Certificate. Bills for Lacquer supplied shall be accompanied by necessary receipted delivery challans, confirming the receipt of goods by the Company in good condition, and without any loss. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

11. **SECURITY DEPOSIT:**

Successful tenderer will be required to pay Security Deposit equivalent to 10% of the Basic Value of the Order within 15 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd., payable at Mumbai. The Company may also accept suitable Bank Guarantee with an additional claim period of six months in lieu of the Security Deposit. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.
- EMD of the successful tenderer will be adjusted in Security Deposit.
- Security Deposit is liable for forfeiture, if
 - Successful tenderer fails to supply lacquer as per our call ups during the contract period.
 - Successful tenderer violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

12. **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.

13. **LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS**

- i) Successful tenderer shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5% of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 10% of the total value of the call up quantity.
- ii) Tenderer shall also pay to the company by way of liquidated damages and not as penalty an amount equal to loss incurred due to improper quality of Lacquer supplied subject to a maximum of 10% of the total value of the particular shade / batch.

14. **Termination**

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

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

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

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

15. **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.

16. **RISK PURCHASE**

In case delivery of material is not effected as per given schedule from time to time, BL reserves the right to reduce the order quantity to the extent it is purchased from the market / other "APPROVED VENDOR/S" at cost and risk of successful bidder. The deduction on account of such procurement, if any, will be recovered from successful bidder's due payments / security deposit.

17. **FORCE MAJEURE CLAUSE**

If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or acts of God (hereinafter referred to as events) then provided notice of the happening any such events if given by either party to the other within 21 days from the date of occurrence thereof neither party shall be by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such nonperformance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the General Manager (Industrial Packaging), Balmer Lawrie & Co. Ltd., as to whether the deliveries has been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days, either party may at its option terminate the agreement.

We accept all your terms and conditions as stated above.

DETAILS OF TENDERER

The following information to be furnished by the tenderer in the Pre-qualification / Technical / Un-priced Bid.

1. Name of the tenderer
2. Whether Sole Trader/Partnership/
Private Limited Company / Public
Limited Company / Small Scale Inds.
[If SSI, certificate from NSIC to be attached]

3. a) Address

Address of the Registered Office	Address of the Branch Office quoted against this tender	Address of the Factory/Godown

- b) Contact Persons with Tel.no. / Mobile no.

4. Year of Establishment :
 - a) Registration No. :
(With Photo Copy)
 - b) Date of Registration :
 - c) Year of Commencement :
of Operations
5. Details of business activities including that of Sister Concerns, if any
6. Information on technical and manufacturing facilities available with the tenderer such as :
 - a) No. of employees employed
-Permanent
-Temporary
 - b) Quality Systems
 - c) Power sanctioned
 - d) Availability of DG Set and its capacity
 - e) Quality Checking Instructions
7. Manufacturing Capacity / annum for different types of lacquer
8. List of existing customers dealing with supply of lacquer only. Photostat copies of orders executed by the tenderer for Barrel/Drums manufacturers during last three years.
9. Annual turnover in the last 3 years (Copy of Balance sheet to be attached as proof).
 - a) 2013-14
 - b) 2014-15
 - c) 2015-16
10. Excise Registration No.:

11. Excise Exemption No.(if any) :

12. Sales Tax / VAT Registration No. : STATE
: CENTRAL

13 a) Details about Bankers (Name, Branch, Address, Telephone Nos etc).

b) Details of fund based and non-fund based facilities enjoyed from each bank.

14 Details of PAN No.:
(Please attach copy)

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS

Balmer Lawrie & Co. Ltd.,
Barrel Division
Survey No.23/1/1
Khadoli Village
SILVASSA – 396 230.

Balmer Lawrie & Co. Ltd.,
P-4/1, Oil Installation Road
KOLKATA – 700 088.

Balmer Lawrie & Co. Ltd.,
Barrel Division
32, Sattangadu Village
Thiruvottiyur – Manali Road
Manali
CHENNAI – 600 068.

Balmer Lawrie & Co. Ltd., Barrel Division,
Village: Piyala, Post: Asaoti
Ballabgarh, Faridabad (Dist)
Haryana- 121004

Balmer Lawrie & Co. Ltd,
SBU – Industrial Packaging
Plot G-15, 16 & 17
MIDC Taloja,
Raigad, Maharashtra - 410208

BANK DETAILS FOR SWIFT/RTGS TRANSFERS

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

CONDITIONS FOR ONLINE BID SUBMISSION

Procedure For Bid Submission

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

Registration with eProcurement 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 Balmer Lawrie helpdesk officers

1. Mr. Tirtha Das	tirtha.das@c1india.com	+91-9163254290
2. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Siva Kumar (Chennai)	siva.kumar@c1india.com	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-022-66865633

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

Mr Amlan Gupta- Landline- 02266258188, Mob.9987499905

gupta.amlan@balmerlawrie.com

Mr Nayan Yadav- Landline- 02266258191, Mob. 8879294183

yadav.nd@balmerlawrie.com

Digital Certificate authentication:

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

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 opening of Techno-commercial / Unpriced bid at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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

Corrigendum to tender:

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

Bid Submission Acknowledgement:

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

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

Disclaimer Clause:

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

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;

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.