

**SBU – Industrial Packaging,**

**5, J. N. Heredia Marg, Ballard Estate,**

**Mumbai- 400001, India**

**Tel. No. 091 - 022 –66258191 Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100PI1677 dated 20.08.2020.**

**Due date of Tender: 09.09.2020 at 14.00 hrs.**

**Opening of Technical Bid: 09.09.2020 at 14.30 hrs.**

Online Two bid e-tenders are invited for “Drum Sealing Compound” through the Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>

The bidder should be registered in Balmer Lawrie web portal through C1 India for online e-bidding.

**Declaration-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**

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| <b>Balmer Lawrie &amp; Co. Ltd.</b><br><b>SBU- Industrial Packaging,</b><br><b>5 J.N Heredia Marg, Ballard</b><br><b>Estate</b><br><b>Mumbai – 400 001.</b>  | <b>C1 India Pvt. Ltd.</b><br><b>603, Coral Classic, 20th Road,</b><br><b>Near Ambedkar Park, Chembur</b><br><b>Mumbai – 400071</b>   |
| <p>Contact Persons:</p> <p>1. Shri Deepanjan Ghosh<br/>8590223690<br/>022 66258212<br/>email id:<br/><a href="mailto:ghosh.deepanjan@balmerlawrie.com">ghosh.deepanjan@balmerlawrie.com</a></p> <p>2. Shri Tushar Ingale<br/>9769015541<br/>022 66258209<br/>email id :<br/><a href="mailto:ingale.td@balmerlawrie.com">ingale.td@balmerlawrie.com</a></p> | <p>1.Mr. Ujwala Shimpi, (022) 66865608 Email –<br/><a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a> (Mumbai / Monday -Friday)</p> <p>2. Mr. Tirtha Das, Mob +91 -9163254290 Email -<br/><a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a> (Kolkata / Monday -Friday)</p> <p>3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email–<br/><a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> (Chennai / Monday - Saturday)</p> <p>4.Helpdesk Support (Kolkata)</p> <p>Email <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> - (Monday – Saturday)</p> <p>+91 -8017272644</p> <p><b>Escalation level – Mr.Tuhin Ghosh,Mob.+91-8981165071</b></p> <p>Email – <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a></p> |

## 1. Introduction

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

### A. Instructions for bidders

1. Online Two bid [Pre- Qualification/ Technical bid and Price bid] e-Tenders are invited from reputed supplier/manufacturer who meet the Pre-Qualification criteria for supply of “Drum Sealing Rubber Compound” as per detailed specification contained in Annexure IA of this tender for our plant at Mumbai, Chennai, Chittoor, Silvassa, Asaoti (Faridabad) and Savli, Vadodara.
2. **Please Refer to Annexure – I for detailed Technical Specifications**
3. The tender is invited in **Two-Bid System**. The tender document consists of **Pre - Qualification/ Technical Bid and Price Bid.**
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender. Hard copies of Pre-Qualification/Technical bid can be submitted only after the online bid submission.
5. Important points to be noted

|   |                                 |
|---|---------------------------------|
| 5.1 Due date for submission of bids           | <b>09.09.2020 at 14.00 hrs.</b> |
| 5.2 Pre-Qualification / Technical Bid opening | <b>09.09.2020 at 14.30 hrs.</b> |

All Bids are to be completed and returned in accordance with tender requirements within the duration as mentioned.

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.**

6. Bid Security / Earnest Money Deposit (EMD)– As per Clause no. 1 & 3 of the Special Terms & Conditions of this Tender document.
7. Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8
8. Pre-Qualification / Technical Criteria

Pre-Qualification / Technical Bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for Technical and Commercial evaluation.

**B. Pre – Qualification / Technical Criteria**

**ANNEXURE II**

| <b>PRE QUALIFYING CRITERIA CLAUSE</b> | <b>PRE QUALIFICATION/TECHNICAL CRITERIA REQUIREMENT</b>  | <b>DOCUMENT TO BE SUBMITTED</b>  |
|---------------------------------------|--|--|
| <b>A</b>                              | The bidder or its Principal should have a minimum of 5 years (as on 01.01.20) experience in the manufacturing and selling of chemical & allied products.   | <i>Certificate of Incorporation with details</i>   |
| <b>B</b>                              | The bidder or its Principal should have the capacity to manufacture/supply 10,000 Kg per month of the Drum Sealing Rubber Compound.                        | <i>Independent Auditors Certification</i>  |
| <b>C</b>                              | The bidder or its Principal should be approved from BL for supply of drum sealing compound to its plants.  | <i>Copy of approval from BL OR Purchase Order of BL to be enclosed.</i>  |
| <b>D</b>                              | The bidder or its Principal should have an annual average sales turnover of not less than INR 4 Crore for the last three years, i.e 2016-17, 17-18 &18-19. | <i>Independent auditor's certificate</i>   |
| <b>E</b>                              | The bidder or its Principal should have executed Orders amounting to a value of INR 1Crore of similar specified product in the past 1 year, i.e 2019-2020. | <i>Independent auditors certification</i>  |
| <b>F</b>                              | GST & PAN Registration   | <i>Copy of GST &amp; PAN.</i>  |
| <b>G</b>                              | Dealership/ Agency Certificate (Applicable to Dealer/Agent only.)  | <i>Copy of Dealer/ Agent certificate, conforming Authorised Dealer/ Agent from the principal.</i>  |
| <b>H</b>                              | Dealer/Agent should have office/stock point in India and should be able to provide technical services as and when required                                 | <i>Self Certification with details</i>   |
| <b>I</b>                              | Annexure I to be signed & stamped on all pages denoting acceptance of all technical specifications, output, etc. contained therein.                        | <i>Annexure I to be signed &amp; stamped on all pages denoting acceptance of all technical specifications, output, etc. contained therein.</i> |
| <b>J</b>                              | Earnest money deposit INR 1,00,000.00  | <i>Online EMD</i>  |
| <b>K</b>                              | Regular submission of GST Return to the Authority along with proof of submission of return for FY 19-20 (GSTR-1 & GSTR-3B)                                 | <i>Copy of (GSTR-1 &amp; GSTR-3B)</i>  |
| <b>L</b>                              | Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in Annexure: XII                  | <i>Signed &amp; stamped copy of Integrity pact (on each page) (Annexure: XII)</i>  |

**"Kindly refer Annexure-X for 'Conditions for Online EMD Submission'"**

**SBU: Industrial Packaging**

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.

1. Bidders may kindly refer to Annexure II for list of documents required to be submitted against Pre-Qualification/Technical criteria.
2. Please note that bids not fulfilling the pre-qualification/technical criteria will not be considered for further evaluation.

**3. Corrigendum to tender:**

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

The bidder shall bear all costs associated with the preparation and delivery of bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. BL will in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

**4. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Annexure II - Prequalification / Technical Bid.
- C. Special Terms & Conditions
- D. General Terms & Conditions
- E. Annexure I – Technical Specifications for Drum Sealing Compound & Scope of Supply.
- F. Annexure III – Price Bid.
- G. Details of Tenderer .
- H. Addresses of Balmer Lawrie Plants.
- I. Annexure IV – Bank Details for SWIFT/RTGS Transfers
- J. Annexure V – Draft (Format for “Bank Guarantee for Security Deposit.”)
- K. Annexure VI - Conditions for Online Bid submission
- L. Annexure VII- Code of Conduct for Balmer Lawrie & Co. Suppliers
- M. Annexure VIII- Format for MSE Vendors.
- N. Annexure IX & IX (A)- GST undertaking and Details of Vendor
- O. Annexure X – Online Payment Towards EMD.
- P. Annexure XI – List of BL Officers for releasing payment.
- Q. Annexure XII- Integrity Pact

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.

**5. Due Date for Submission of Bids**

Tender should be submitted in the portal within the due date of 09.09.2020 on 14.00 Hrs.

**6. Late Bids**

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

**7. 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.

**8. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date.
- ii. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

**9. 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*)

**10. Opening of Technical Bid**

The technical bids will be opened on 09.09.2020 at 14.30 hrs. in the office of BL located at 5 J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India.

**11. Opening of Price Bid**

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

**12. Complete Scope of Work**

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

**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 technical specifications, as given in the Tender Document-Annexure – I and II, 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. Pre-Qualification / Technical Bid**

The interested bidders have to provide documentary proof for the information provided, as detailed in Annexure II.

**b. Price Bid (Annexure III is Price Bid)**

The lowest bidder will be decided on the **Composite lowest landed** cost for all location in Indian Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value as estimated by BL would be applied equally to all price bids.

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

**Price bid should be filled as per the format provided (Annexure III).**

**Total Value of Annexure III will be the value considered for determination of the lowest bid.**

**16. Payment Terms**

The terms of payment have been defined in Clause No. 6 of Special Terms and Conditions.

**C. SPECIAL TERMS & CONDITIONS**

**1 Earnest Money Deposit**

Earnest Money Deposit {EMD} of **Rs. 1,00,000.00** (Rupees One Lakh only) is to be paid online as per Annexure –X in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase 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.

**OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.**

**“Kindly refer Annexure-X for ‘Conditions for Online EMD Submission”**

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

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

**3. Security Deposit (SD)**

Security Deposit amount 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 12 months** in BL's format (**Annexure V**) only for **5% of the order value**.

The Security Deposit may be submitted as Bank Guarantee by a **Scheduled Indian Bank** within 15 days of receipt of the Purchase Order. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC “SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

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

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

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

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

**5. Validity of the Offer:**

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.

**6. 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.

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 shall be made from the location of delivery.

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

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.

7. Tenderer should quote only rate per Kg basis and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates per kgs, GST etc. GST and Freight should be shown separately.

**8. STOCKS**

Successful tenderer shall maintain **20% of the ordered quantity** in their stock point at any point of time at their own cost. The successful tenderer shall also send us in the first week of the month a monthly statement showing stock position that have been ordered for supply at different locations. We will depute our representative at your stock point in the first week of the month to inspect the stock quantity declared at your end. The Company reserves the right to inspect the quantity of Barrel Sealing compound at the tenderer's Works.

**9. Delivery Period**

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

Extension of delivery period from the successful bidder may be considered and the decision of BL would be final in this regard.

**10. 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 our due payments / security deposit.

#### **11. Award of Contract**

**BL shall place the Purchase order on the Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price.**

- i) **The order for supply of Drum Sealing Compound would be distributed between two vendors in the ratio of 60:40. While order for 60% of the order quantity will be placed on L1 bidder, 40% 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 the tendered Drum Sealing Compound 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 the drum sealing compound, 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.**

As per provision of Micro, Small and Medium Enterprises Development Act, 2006, the vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

" 25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)

Out of 25% of this quantity, 4% & 3% shall be procured from Micro & Small Enterprises owned by SC & ST & Women entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% & 3% requirement earmarked for Micro & small Enterprises owned by SC/ST & women entrepreneurs shall be met from other Micro & Small Enterprises.

**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 – VIII.**

**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.**

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

**12. 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 Sealing Compound. 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 sealing compound 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.

**13. DELIVERY OF DRUM SEALING COMPOUND**

- i) To all our plants at Silvassa, Kolkata, Chennai, Chittoor, Asaoti (Faridabad), Taloja (Navi Mumbai) and Savli, vadodara (addresses given as attachment) in new mild steel stackable pail/drums of 20/30 Kg 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 are accompanied with the test certificate.
- ii) In case the material is not supplied as per delivery schedule, or material packing received in damaged condition/leaky/underweight, such defective product are to be replaced by tenderer within 7 days of intimation. If he fails to replace, 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.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier account.

**14. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for **Twelve months (Oct'20 –Sep'21)**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill over quantity, if any, will be carried forward and the tendered quantity may be increased for further period of Six months with mutual consent.

14.1. **RATE:** Please indicate complete details of rate in the Price Bid.

**15. Tenderer shall quote for delivery at BL-locations mentioned above in scope of supply of this tender.**

**15.1** Freight/transportation charges to plant, extra at actual.

**15.2** All unloading at respective locations will be on the account of the successful bidder.

**16 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.

**Successful bidder shall be fully responsible for any delay and/or demurrage of the consignment due to delay in transmittal of the dispatch documents.**

**D. 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 Payment Terms**

The terms of payment are as mentioned in Special Terms & Conditions Clause no.6.

**6 Relaxation of Tender Terms & Conditions**

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

**7 Rejection of Bids**

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

**8 Delays**

**8.1 Delay in Delivery**

The bidder shall try to complete the delivery as mentioned in the scope of work within the stipulated time. Delays in delivery or completion will attract Liquidated damages as mentioned in Special Terms & Conditions Clause no. 10.

**9 Delay due to Force Majeure**

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

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

#### **10 Sub-Contracts**

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

#### **11 Control Regulations**

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

#### **12 Termination**

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

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

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

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

#### **13 Arbitration**

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

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on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

|              |             |
|--------------|-------------|
| Company Seal | Signature   |
|              | Name        |
|              | Designation |
|              | Company     |
|              | Date        |

**Annexure – I**

**E. Product Description & Scope Of Supply.**

**1. Description**

It should be suitable for both Air Drying / Forced Drying at approx 70°C, fast gelling water based compound based on natural rubber designed for spray application on oiled CRCA MS substrate and specially formulated for use as a sealant in the triple seamed 210 Ltrs. Steel Drums.

**Specifications**

|  |   |
|--|---|
| <b>Total Solids</b>                          | 80.0 – 82.0% by weight  |
| <b>Viscosity</b>                             | 8500 – 11500 (mpa.s) Brookfield<br>Viscometer RVF No.4 @ 10rpm @ 20°C     |
| <b>Characteristics</b>                       |   |
| <b>Specific Gravity</b>                      |   |
| <b>Dry Film</b>                              | 1.98 (+/- 3%)   |
| <b>Color</b>                                 | Red / Grey  |
| <b>Weight / Volume<br/>(Liquid Compound)</b> | 1.66  |
| <b>Elasticity of dry film</b>                | 100% minimum  |
| <b>Touch Dry</b>                             | 8 – 10 minutes.   |
| <b>Drying Time</b>                           | To be specified by the manufacturer                                       |
| <b>Dry Film feature</b>                      | Elastic & Spongy  |
| <b>Anti-Rusting properties</b>               | No rusting on substrate within 2 weeks of application.                    |
| <b>De wetting Property</b>                   | No de wetting of compound over Oiled CRCA MS substrate.                   |
| <b>Shelf life</b>                            | 12 months - 18 months   |
| <b>Storage</b>                               | At room temperature which will vary between winter & summer (2°C to 50°C) |
| <b>Pot life</b>                              | 48 hrs  |

**Food Law Data :** Sealing Compound should be FDA approved.

**Chemical Resistance**

The Drum Sealing Rubber Compound shall be resistant to aqueous products, water based emulsions, oils, greases, fats, dry powder, pesticides, agrochemicals, chemicals, fragrances, food product, solvents, resins, glycerin etc.

**Application** Drum sealing rubber compound should be designed to perform while under compression in triple seams construction conforming to IS 1783 (Part-I) 2014 and IS 1783 (Part-II) 2014. Drums shall pass air leak test, drop test and hydraulic test as stated in these Indian Standards.



## 2. Scope of Supply

**Period of Contract:** October' 2020 – September' 2021.

Estimate requirement (+/- 20%)

| LOCATION             | DRUM SEALING COMPOUND (Kgs) |
|----------------------|-----------------------------|
| SILVASSA             | 22000                       |
| ASAOTI (FARIDABAD)   | 13000                       |
| CHENNAI              | 7000                        |
| CHITTOOR             | 2500                        |
| NAVI MUMBAI (Taloja) | 30000                       |
| SAVLI, VADODARA      | 1500                        |
| <b>TOTAL</b>         | <b>76000</b>                |

These are best estimates of requirement based on market conditions and carry no commitment. Successful tenderer will have to meet our actual requirement as indicated by us from time to time during the contract period.

Above mentioned tendered quantities are indicative and subject to changes as per Balmer Lawrie's actual requirement during the contractual 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.

### SPECIFICATIONS

Sealing Compound offered shall conform to Specification given in Specification Annexure: I. 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 off the same in the manner as deemed fit without any obligation to the supplier.

### ANNEXURE III

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

| S.No. | Description                         | Silvassa | Chennai | Chittoor | Asaoti | Navi Mumbai | Savli Vadodara |
|-------|-------------------------------------|----------|---------|----------|--------|-------------|----------------|
|       | <b>Drum Sealing Rubber Compound</b> | Rs./Kg   | Rs./Kg  | Rs./Kg   | Rs./Kg | Rs/Kg       | Rs/Kg          |
| 1.    | Basic Rate                          |          |         |          |        |             |                |
| 2.    | Freight Charges (if any)            |          |         |          |        |             |                |
| 3.    | IGST %                              |          |         |          |        |             |                |
| 4.    | CGST %                              |          |         |          |        |             |                |
| 5     | SGST %                              |          |         |          |        |             |                |
| 6.    | <b>Total Gross price</b>            |          |         |          |        |             |                |

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>        |  |
|                     |                    |  |

**G. 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/Proprietorship/Authorised Agent/Dealer/Private Limited

Company / Public Limited Company

(In case of Agent / Dealer, the name of the principal, its address, manufacturing capacity and valid documents for evidencing the authorized dealership / agency. Name of the Drum manufacturer in the world / India where their principal is supplying the Seaming Compound directly or through its authorized dealer).

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

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- c) Power sanctioned
- d) Availability of DG Set and its capacity
- e) Quality Checking Instructions

7. Manufacturing Capacity

On Single Shift basis : \_\_\_\_\_ Kg / month

(To be specified of Principal, for dealer / agent as bidder)

- 8. List of existing customers dealing with supply of sealing compound only. Photostat copies of orders executed by the tenderer for Drum/Drum manufacturers during last three years.
- 9. Annual turnover in the last 3 years (Principal/ Dealer (Copy of Balance sheet to be attached as proof).

|            | <u>Mfg.Sales</u> | <u>Trading Sales</u> | <u>Total</u> |
|------------|------------------|----------------------|--------------|
| a) 2018-19 |                  |                      |              |
| b) 2017-18 |                  |                      |              |
| c) 2016-17 |                  |                      |              |

12. GST Registration No. :

- 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)

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

1. Balmer Lawrie & Co. Ltd., Industrial Packaging,  
Survey No.23/1/1,Khadoli Village  
SILVASSA – 396 230.
2. Balmer Lawrie & Co. Ltd., Industrial Packaging,  
32, Sattangadu Village  
Thiruvottiyur – Manali Road, Manali  
CHENNAI – 600 068.
3. Balmer Lawrie & Co. Ltd. Industrial Packaging,  
62, Patnam Post, Patnam Village, Araconda Road  
Thavanampalle Mandal  
Chittoor – 517 131.  
Andhra Pradesh
4. Balmer Lawrie & Co. Ltd.,Industrial Packaging,  
Village Piyala, Post Asaoti  
Dist. Faridabad  
HARYANA – 121 102.
5. Balmer Lawrie & Co. Ltd.,Industrial Packaging  
G-15, 16 & 17 MIDC Taloja  
Village: Padge, Taluka:Panvel, Navi Mumbai  
Dist: Raigad, Maharastra,India  
Pin : 410208
6. Balmer Lawrie & Co. Ltd.,Industrial Packaging  
plot no 727, GIDC Savli, Manjusar, Vadodara 391775

**ANNEXURE IV**

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

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

**ANNEXURE- V**

J.

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

**Proforma of the Bank Guarantee**

**(Security Deposit)**

**Balmer Lawrie & Co. Ltd.**

**5, J N Heredia Marg,**

**Ballard Estate,**

**Mumbai – 400 001.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as “the said Tender”) for the Supply of Drum Sealing Compound and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We \_\_\_\_\_ (set out full name of the Bank) having our office, inter alia at \_\_\_\_\_ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason

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of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), 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-VI**

**K. CONDITIONS FOR ONLINE BID SUBMISSION**

**1. Registration with e.Procurement platform:**

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

Contact Nos. and email IDs for C1 India helpdesk officers :

- 1.Mr. Ujwala Shimpi, (022) 66865608 Email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com) (Mumbai / Monday - Friday)
2. Mr. Tirtha Das, Mob +91 -9163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) (Kolkata / Monday -Friday)
- 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com) (Chennai / Monday -Saturday)
- 4.Helpdesk Support (Kolkata)

Email -[blsupport@c1india.com](mailto:blsupport@c1india.com) - (Monday – Saturday)

+91 -8017272644

**Escalation level –**

Mr.Tuhin Ghosh,Mob.+91-8981165071

Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)

**Or**

**Balmer Lawrie's officials.**

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

**1. Mr. Deepanjan Ghosh Landine-02266258212-Mob.8590223690-Email :**

**[ghosh.deepanjan@balmerlawrie.com](mailto:ghosh.deepanjan@balmerlawrie.com).**

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

**Minimum System Requirements:**

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

**Operating System:**

- Windows 7,8,10

**Browser Version:**

- Internet Explorer Versions 11

**Java Component:**

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

**3. Procedure for Bid Submission**

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

**Digital Certificate authentication:**

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

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

**Bid Submission Acknowledgement:**

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

**4. Submission of Hard copies:**

After submission of bid and EMD online, the bidders are requested to submit other documents as required, 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, forfeiture of the EMD, 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**

**L. 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.

**M. DECLARATION BY MSE BIDDER**

**ANNEXURE – VIII**

**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:

I/We belong to SC/ST category- Yes/No (Kindly tick the appropriate category.)

One of the partner/proprietor is a female- Yes/No (Kindly tick the appropriate category.)

Company Authorized Signatory  
(Seal & Stamp)

**ANNEXURE- IX**

**N. GST Compliances**

- [1] Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure-VA attached.
- [2] Vendor to issue a valid invoice with correct and complete disclosures as required under GST invoice rules and payments shall be processed only post receipt of correct invoice from the vendor
- [3] Vendor has to provide clear indication of place of supply [Invoicing location] related to place of supplies [BL location].
- [4] Vendors are required to raise invoice as per the GST tax structure.
- [5] Vendors to ensure that all invoices submitted are compliant with GST Laws. Any discrepancies in the Invoice which results in tax credit loss to Balmer Lawrie will be recovered from vendors.
- [6] In case of advance payment against goods/services, vendor to ensure payment of tax as per GST Laws.
- [7] Balmer Lawrie will keep a watch on compliance rating of their vendors as per the GST portal. If at any time such rating falls below prescribed criteria, Balmer Lawrie will have right to terminate the services without any prior notice to vendor.

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

**ANNEXURE-IXA**

**DETAILS OF VENDOR**

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

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|    |  |  |
|----|--|--|
| 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 -X**

**O. Terms and Conditions for making Online-Payments towards Earnest Money Deposit (EMD)**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of **Balmer Lawrie & Co. Ltd.**, hereinafter referred to as "**Merchant**", for making Tender fee and Earnest Money Deposit (EMD) payments through an online Payment Gateway Service ("**Service**") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through Balmer Lawrie e-procurement website i.e. <https://eproc.balmerlawrie.in> ("Website"). Each User is therefore deemed to have read and accepted these Terms and Conditions.

**A. Privacy Policy**

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, Merchant may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from The User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) to protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or;
- d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

**B. General Terms and Conditions For E-Payment**

- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant's website and avail the Services.
- 2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.



3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term “**Charge Back**” shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
  - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
  - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However, the User agrees that under no circumstances the Payment Gateway Service Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider.

**C. Limitation of Liability**

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non-performance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors, and its third party agents involved in processing, delivering or managing the Services, be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
  - (I) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
  - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure to comply with these Terms and Conditions where such failure is due to circumstance beyond Merchant's reasonable control.

**D. Miscellaneous Conditions:**

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.

5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
  - i. Choose a new password, whenever required for security reasons.
  - ii. Keep his/ her User ID & Password strictly confidential.
  - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s) have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

**E. Debit/Credit Card, Bank Account Details**

1. The User agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the User shall not use a debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The User further agrees and undertakes to provide correct and valid debit/credit card details.
2. The User may make his/ her payment(Tender Fee/Earnest Money deposit) to Merchant by using a debit/credit card or through online banking account. The User warrants, agrees and confirms that when he/ she initiates a payment transaction and/or issues an online payment instruction and provides his/ her card / bank details:
  - i. The User is fully and lawfully entitled to use such credit / debit card, bank account for such transactions;
  - ii. The User is responsible to ensure that the card/ bank account details provided by him/ her are accurate;
  - iii. The User is authorizing debit of the nominated card/ bank account for the payment of Tender Fee and Earnest Money Deposit
  - iv. The User is responsible to ensure sufficient credit is available on the nominated card/ bank account at the time of making the payment to permit the payment of the dues payable or the bill(s) selected by the User inclusive of the applicable Fee.

**F. Personal Information**

1. The User agrees that, to the extent required or permitted by law, Merchant and/ or the Payment Gateway Service Provider(s) may also collect, use and disclose personal information in connection with security related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements.
2. The User agrees that any communication sent by the User vide e-mail, shall imply release of information therein/ therewith to Merchant. The User agrees to be contacted via e-mail on such mails initiated by him/ her.
3. In addition to the information already in the possession of Merchant and/ or the Payment Gateway Service Provider(s), Merchant may have collected similar information from the User in the past. By entering the Website the User consents to the terms of Merchant's information privacy policy and to our continued use of previously collected information. By submitting the User's personal information to us, the User will be treated as having given his/her permission for the processing of the User's personal data as set out herein.

4. The User acknowledges and agrees that his/ her information will be managed in accordance with the laws for the time in force.

**Helpdesk**

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- [sona.banerjee@ext.icicibank.com](mailto:sona.banerjee@ext.icicibank.com), Telephone- 033-40267513. The escalation matrix for ICICI bank is-

| Escalation Level | FPR              | Email ID   | Phone Number |
|------------------|------------------|--|--------------|
| Level 1          | Sona Banerjee    | <a href="mailto:sona.banerjee@ext.icicibank.com">sona.banerjee@ext.icicibank.com</a>       | 033-40267513 |
|                  | Sumi Chakraborty | <a href="mailto:sumi.chakraborty@ext.icicibank.com">sumi.chakraborty@ext.icicibank.com</a> | 033-40267512 |
| Level 2          | Nitin Dedhia     | <a href="mailto:nitin.dedhia@icicibank.com">nitin.dedhia@icicibank.com</a>                 | 022-61376752 |
| Level 3          | Sudha Alwyn      | <a href="mailto:sudha.alwyn@icicibank.com">sudha.alwyn@icicibank.com</a>                   | 022-61376330 |

**G. Payment Gateway Disclaimer**

The Service is provided in order to facilitate payment of Tender Fees/Earnest Money Deposit online. The Merchant or the Payment Gateway Service Provider(s) do not make any representation of any kind, express or implied, as to the operation of the Payment Gateway other than what is specified in the Website for this purpose. By accepting/ agreeing to these Terms and Conditions, the User expressly agrees that his/ her use of the aforesaid online payment service is entirely at own risk and responsibility of the User.

**H. General Terms and Conditions -**

1. It is advised that all bidders make payment via RTGS/NEFT/Debit Card /Credit Card at least one day in advance to the last day. In the event of bidder making payment on the last day and same is not available for bidder for validation on account of any reason whatsoever, Balmer Lawrie & Co. Ltd., its banker or e-Procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT RTGS/NEFT/Debit Card /Credit Card payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Balmer Lawrie & Co. Ltd. or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.
5. If you attempt to add beneficiary through internet banking then add the beneficiary account number printed in challan only. Please note that every challan have different beneficiary

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account number and hence do not attempt to use the same beneficiary account number for multiple cases.

6. No part payment should be made using account of same bank or other bank. Kindly ensure that full amount should be paid in one transaction. If multiple payments are made from one bank or multiple banks, then case will be disapproved and amount will be auto refunded.

**ANNEXURE-XI**

**P.LIST OF OFFICERS DESIGNATED FOR RELEASING PAYMENT**

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

| Sr.No. | Industrial Packaging -Location | Contact Person       | Contact No. | email ID   |
|--------|--------------------------------|----------------------|-------------|--|
| 1      | Silvassa                       | Mr. Prasoon 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.

**ANNEXURE-XII**

**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



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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.

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(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.

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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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ANNEXURE: XI(A)

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

ANNEXURE: XI(B)

Balmer Lawrie Policy on Black Listing

Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxy in services. In view of the complexity of the Issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/ behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/ Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

A. Definitions

- A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

Contd../2

"Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

- A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement, designed to establish bid prices at artificial non-competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improper actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.
- A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.
- A.8 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.
- A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common,
  - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm,
  - (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.
- A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice

B.1 The Competent Authority for Banning of any agency is the Director (In-Charge) of the SBU/Function.

B.2 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and its representative (s).

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost also will be recovered from the errant supplier / vendor.



(ii) After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :

If an agency / vendor / service provider is found to have indulged in corrupt / fraudulent / collusive / coercive practices, or supply of poor quality of goods / products / services, after execution of contract and during DLP/ Warranty / Guarantee Period, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period {DLP}/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order

**B.2.2 Period of Banning**

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

**B.2.3 Exceptional Cases:**

**B.2.3.1** However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.

- B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

- B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG) of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

**C Effect of banning on other ongoing contracts/tenders**

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising Indenting department head, Purchase / SCM head & SBU / Function Head.

- D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning.

- D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

**D.3 Effect of Suspension of business:**

Effect of suspension on other on-going / future tenders will be as under:

- D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

- D.3.2 If an agency is put on the Suspension List during tendering:

- D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- D.3.3 The existing contract (s)/order(s) under execution shall continue.

- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

**E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice**



- (i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document{applicable only once}, the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.

In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/ Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

(vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.

(vii) The banning order shall also be hosted on Balmer Lawrie's Intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

(viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.

(ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.

(x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases i.e. The vendor / contractor is not entitled for any compensation on account of costs already incurred etc., by him.

- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)/consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)/order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.
- In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member & leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.
- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings
- F. Appeal against the Decision of the Competent Authority
- F1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
- H. The above procedures supersede all earlier circular/clarification on the subject.
- I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.