



SBU - Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai- 400001, India
Tel. No. 091 - 022 -66258215/66258208
Fax No. 091 - 022- 66258200

NOTICE INVITING TENDER

Tender No. 0100PC1754 DTD. 16.12.2020
Due date of Tender: 05.01.2021 Till: 17:00 HRS
Opening of Technical Bid: 05.01.2021 at 17:05 HRS

Online Two Bid e-Tender is invited from vendors for “Construction of Boundary Wall” for our Industrial plot no 61 at Saykha Industrial Estate,GIDC, Saykha, Taluk-Vagra, District Bharuch,Gujarat through 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.

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001.	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near AmbedkarPark,Chembur Mumbai-400 071
Contact Persons: 1.Mr. Tushar Ingale Email id – ingale.td@balmerlawrie.com Mobile – 9769015541 2.Mr P B Pawar Email ID – pawar.pb@balmerlawrie.com Mobile - 9867290068	1.Ms. Ritu Patil (Mumbai) , +91-0124-4302000 (Ex-236) (Monday-Friday) Email - ritu.patil@c1india.com 2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday -Friday) 3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday - Saturday) 4.Helpdesk Support (Kolkata) Email - blsupport@c1india.com - (Monday – Saturday) +91 -8017272644 Escalation level 1– Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 - Mr.Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

1. Introduction

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Chennai, Chittoor, Silvassa, Asaoti, Taloja and Vadodara. Our Plants are ISO Certified and conforms to Safety, Health and environment norms.

A. Instructions for bidders.

1. Online Two bid [Pre-Qualification bid & Price bid] e-Tenders is invited from vendors for “Construction of Boundary Wall” for our Industrial plot no 61 at Saykha Industrial Estate, GIDC, Saykha, Taluk-Vagra, District Bharuch, Gujarat as per detailed specification contained in Annexure- I of this tender documents.
2. **Please Refer to Annexure – I for detailed Technical Specifications & Scope of Supply.**
3. The tender is invited in **Two-Bid System**.
4. The tender document consists of Pre-Qualification Criteria (Unpriced Bid) - Anexure-II, & Price Bid Annexure-III.
5. **Price Bids of those bidders shall be opened only who will satisfy all Pre-Qualification Criterion as written in Annexure- II**
6. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
7. Important points to be noted

7.1 Due date for submission of bids on Line	Date: 05.01.2021 till 17:00 hrs.
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All Bids are to be completed in accordance with tender requirements within the duration as mentioned.

The bidders are requested to bid online within the tender announcement date and tender closing date and time as mentioned in the tender document.

The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**

BL would be the Purchaser/Owner for the tendered item.

The successful bidder will be the Supplier.

BL reserves the right to accept any bid in full or part.

This document is the Tender.

The Acceptance of the Order by the successful bidder will form the contract.

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7.2 Earnest Money Deposit (EMD) – As per Clause no. 1 of the Special Terms & Conditions of this Tender document.

- Micro and Small Enterprises (MSE's) with valid "Udyog Aadhar Memorandum" (UAM) / UDYAM number are exempted from payment of Earnest Money Deposit and eligible to participate and are also 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 cancelled accordingly.

Responses from both registered as well as un registered vendors will be accepted.

Contractors, vendors, who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid.

The bidder may up-load necessary documents with the on-line bid or furnish in person or through courier / 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 if any, cancellation of work and criminal prosecution.

Unless otherwise agreed to in terms of the purchase order, the price shall be firm till execution of entire order.

8. Corrigendum to tender:

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

9. Format of Tender Document

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure- I – Scope of Supply/Work
- E. Annexure- II– Prequalification Criteria
- F. Annexure- III Price Bid.
- G. Annexure -IV - Conditions for Online Bid submission
- H. Annexure- V – Format for Bank Guarantee
- I. Annexure- VI – GST Compliance
- J. Annexure VII– Details of Vendor
- K. Annexure VIII - Purchase Preference for Make in India and MSE suppliers, Bid Securing Declaration, CPPP Declaration and Restriction on ground of Defense of India & National Security
- L. Annexure IX – Integrity Pact

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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.

10. Late Bids

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

11. Bid Validity

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

12. Bid Rejection Criteria

A bid may be rejected -

- If the bidder fails to send the Earnest Money Deposit (EMD) amount within the bid due date if any
- If deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- If Conflict of interest between the bidder and the Company is detected at any stage.

13. Clarifications

Clarifications that the Bidder needs to have on the tender specification can be sought from BL within one week from the date of issue of this enquiry.

All clarifications shall be by e-mail (*Only email queries shall be replied*)

14. Opening of Price Bid

The Price Bid for those Bidders will be opened on the due date who have satisfied all Pre-qualification criterion.

15. 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

16. Tender Documents and Deviations

It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. **Deviation from technical specifications, as given in the Tender Document-Annexure – I, would invite immediate disqualification from further consideration of the bid.**

17. 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:

17.1 Price Bid (Annexure- III is Price Bid)

The lowest bidder will be decided on the **Nett delivered Price on Composite basis** in Rupee, for the item mentioned in the scope of supply. Duties, levies charges either as % or value.

Price bid should be filled on line as per the format provided (Annexure- III).

- 17.2 The bidders are requested to submit the hard copies of necessary documents (which cannot be uploaded) at our Ballard Estate Office at 5, J.N.Heredia Marg, Ballard Estate, Mumbai-400 001 before due date & time.**

B. SPECIAL TERMS & CONDITIONS.

1. Earnest Money Deposit (EMD):

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

2. Security Deposit (SD)

Security Deposit amount of 3% of the basic order value to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie & Co. Ltd, payable at Mumbai.

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/Commissioning 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.

3. **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

4. **Period of Contract** – Entire construction work shall be completed within **24 weeks** from the date of receipt of PO and site clearance from BL.

Site Address –

Balmer Lawrie & Co Ltd
SBU – Industrial Packaging
Plot No. 61, Saykha Industrial Estate,GIDC,
Taluk –Vagra, District-Bharuch (Gujarat) – 392140
Ph – 022-66258183

5. Payment Terms:

Our payment terms are as follows:

Payments can be made to the Contractor upon completion of part job and submission of certified running bills with the measurement sheet signed jointly within 15 days credit from the date of certification given by Engineer-In-charge.

Maximum 90% of the total payment may be settled through Running Bill(s) and final bill duly certified by the Engineer –in -charge.

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- First running bill as per actual quantities & rates with the measurement sheet signed jointly after completion of part job of ground beam i.e. approx. 25% of work within 15 days after certification of bill/s by site in charge appointed by the company.
- Second running bill as per actual quantities & rates with the measurement sheet signed jointly after completion of part job of plinth beam and column height upto 1 mtr height i.e. approximately 50% of work within 15 days after certification of bill/s by site in charge appointed by the company.
- Third running bill as per actual quantities & rates with the measurement sheet signed jointly after completion of Brick work and copping and column upto final level height i.e. approximately 75% of work within 15 days after certification of bill/s by site in charge appointed by the company.
- Final payment will be made within 30 days after joint measurement of work areas, duly certified by the Project Supervisor / authorized person nominated by the Company.
- 10% of the basic value will be retained by BL for Twelve (12) months.

Excess work, if any, beyond BOQ found necessary by BL & Co. Ltd. during progress of work are to be carried by the contractor after written confirmation at their quoted rates on prorated basis. Payment will be made on actual measurement jointly by Vendor and the site in charge appointed by BL.

Following are the details of designated officer responsible for processing of payment and invoices -
For Saykha : Mr. Paresh Purohit // email id – purohit.p@balmerlawrie.com // Mob no – 09722565407

Early payment with discounting for MSME bidder only:

MSME suppliers desirous of availing early payment of 10 days as against standard payment terms as per tender, may do so, with prior intimation to BL. Payments against such Invoices shall be made after deduction of 9.5% interest per annum for the actual number of days by which the payment is preponed as compared to the tendered credit period.

Bidders to note that rates should be quoted based on the standard payment terms as mentioned in the Tender & evaluation of the bids will be done accordingly.

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 / 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.

6. Tenderer should quote only rate as per UOM (unit of measurement) basis mentioned in the On-Line Price Format and any other basis is not acceptable. Offer from Bidder should contain all the elements such as Basic rates, GST, etc. Separately.

7. Award of Contract

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

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

8. DELIVERY -

Entire construction work/job shall be completed within 24 **weeks** from the date of receipt of PO and site clearance from BL.

Site / Plant address –

Balmer Lawrie & Co Ltd
SBU – Industrial Packaging
Plot No. 61, Saykha Industrial Estate,GIDC,
Taluk –Vagra, District-Bharuch (Gujarat) – 392140
Ph – 022-66258183

10. 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.

11. Guarantee/ Warranty –

Minimum Guarantee/Warranty of the item should be at least **One Year (Twelve Months)** from the date of completion of job.

C. GENERAL TERMS AND CONDITIONS

1. Introduction

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

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

2. Scope of Supply

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

3.Reference for Documentation

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

4.Confirmation of Order

The successful bidder shall acknowledge the receipt of purchase order within 7 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

5.Relaxation of Tender Terms & Conditions

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

6.Rejection of Bids

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. The decision of BL in this connection will be final.

7.Delay in bidding

Late tenders / delayed tenders will not be accepted by the ON LINE system.

8.RISK PURCHASE

In case delivery of material / execution of service is not effected as per given schedule , we reserve the right to cancel the order placed on you, and procure the material from any other source and the deduction on account of penalty as well as excess mount to be incurred by us, would be recovered from the party's due payments or security amount held with us.

9.LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5% of the value of the purchase order so for each week or part thereof such delay in delivery/completion of work, subject to maximum of 5% of the total order value.

10.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.

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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.

11. 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.

12. Control Regulations

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

13. Vendors Obligation

The vendor shall ensure that no damage is caused to BL's property/or any decorative structure/fittings while carrying out the work. It is obligatory on the part of the vendor to rectify/make good such damages at their own cost. The Tenderer shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner on completion of the work.

The work executed should be got approved by Balmer Lawrie & Co Ltd. and the Tenderer shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.

14. Statutory Compliance

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with

15. 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

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the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited

16. Arbitration

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

17.HSE REQUIREMENTS BY CONTRACTORS

Housekeeping

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed.

As minimum Contractors must ensure the following:

- a) Confined spaces are kept identified and marked by a sign near the entrance(s).
- b) Adequate ventilation is provided
- c) Adequate emergency provisions are in place
- d) Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e) Persons are provided with Confined Space training.
- f) All necessary equipment and support personnel required to enter a Confined Space is provided.

Tools, Equipment and Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

Fall Prevention System

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

- i. Only approved full body harness and two shock-absorbing lanyards are used,
- ii. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
- iii. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
- iv. Lifeline systems must be approved by Owner before use.
- v. Use of ISI marked industrial helmet at all point of time.

Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
 - a) Ladders shall be maintained free of oil, grease and other slipping hazards
 - b) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
 - c) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day.

Lifting Operations

Cranes and Hoisting Equipment

Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's specifications and legal requirements.

Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.

Lifting Equipment and Accessories

All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements.

Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

Lockout Tag out ("LOTO")

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

Barricades

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

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Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

Compressed Gas Cylinders

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

Electrical Safety

Prior to undertaking any work on live electrical equipment, the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

Hot Works

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

Trenching, Excavating, Drilling and Concreting

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

Environmental Requirements

Waste Management

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner’s prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

Spills

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

Emissions

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner’s Emissions include but are not limited to noise, dust, fumes, vapours.

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

D - Annexure-I

SCOPE OF SUPPLY/WORK & SPECIFICATIONS –

Item – Construction of Boundary Wall at Plot No 61 at Saykha Industrial Estate, GIDC, Bharuch, Gujarat. Boundary Wall of 480 mtr length inclusive of MS Gate 1 no & Board with supporting structure -1 No Plot Area is 13790.01 square meter.

Scope: Construction of Boundary Wall” for our Industrial plot no 61 at Saykha Industrial Estate, GIDC,Saykha,Taluk-Vagra,District Bharuch, Gujarat.

- Our SBU- Industrial Packaging, Mumbai is having a vacant Industrial Plot No 61 at Saykha Industrial Estate, GIDC, Saykha,Taluk-Vagra, District Bharuch, Gujarat.
- Balmer Lawrie & Co. Ltd is intended to construct Boundary Wall of 480mtr length inclusive of MS Gate 1 No. & Board with supporting structure -1 No Plot Area is 13790.01 square meter.
- Grass cutting, removing bushes etc. From entire plot area. Cleaning of entire plot area.
- For timely execution of the project, it would be responsibility of the successful bidder to keep close co-ordination with our Officer in charge

Sr.no	Description	Remarks
1	Length of Boundry Wall	480 Running Meter
2	Footing depth	2500 mm deep
3	Footing size	1500 X 1500 MM
4	Column size	350 X 250 MM
5	Column Distance	3000 mm c/c
6	Plinth Beam	350 X 450 MM
7	Top Coping	150 MM thick
8	Brick work up to road level	350 MM thick & 600 MM height
9	Brick work above road level	230 MM thick & 1400 mm height
10	Gate Front RCC Hume Pipe (culart)-	08 mtr. Long
11	MS Gate 1.5 Meter Height	6 mtr. Long and 1 mtr long
12	M S Board	6 feet X 4 Feet
13	Plaster	Both Side single Coat sand face
14	Painting	Apex / Equivalent

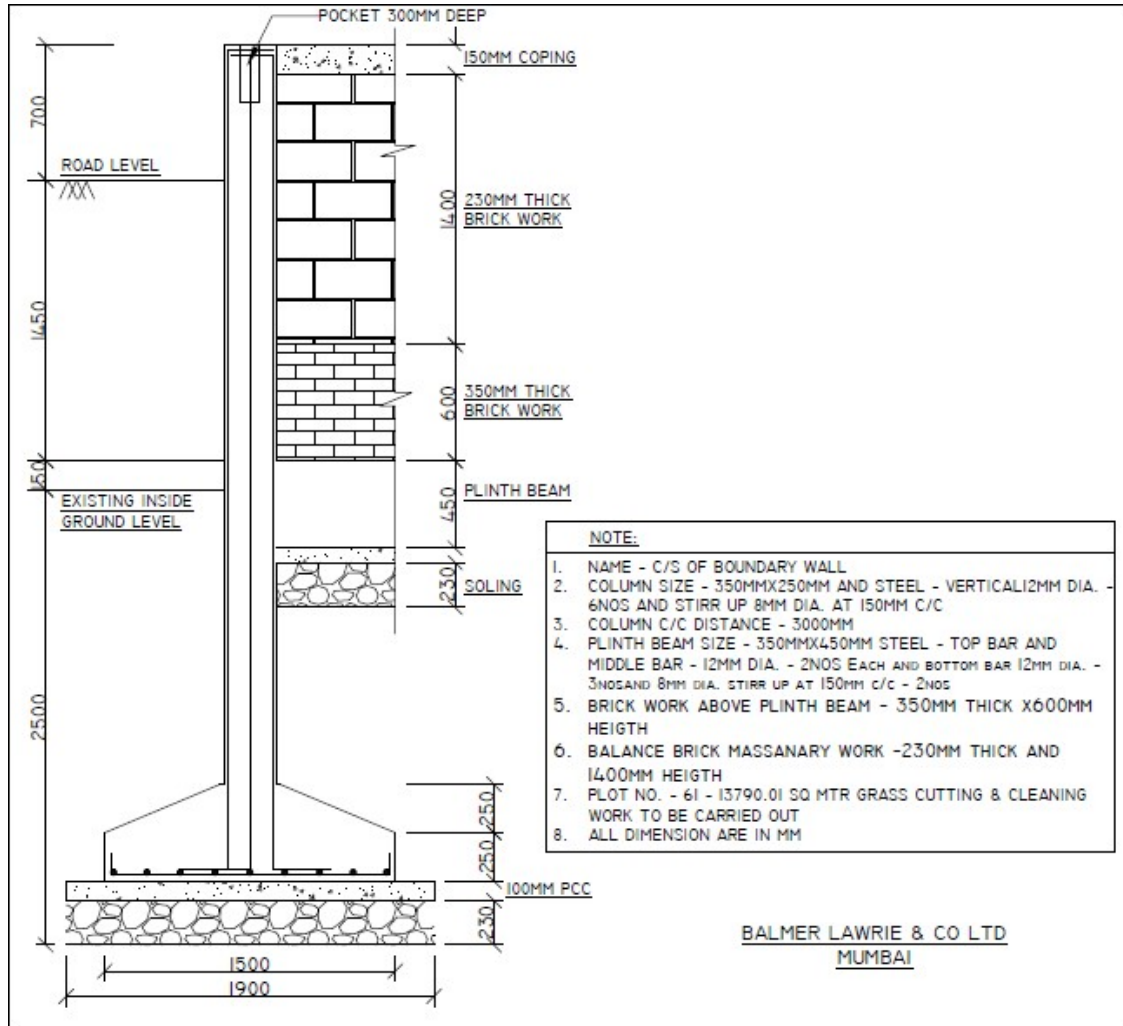
Detailed SPECIFICATIO S & BILL OF MATERIALS

Sr no.	Item Description	Qty.	Unit
1	Grass cutting, Removing bushes and Plot Area Cleaning	1	LS
2	Excavation upto 1.50 mtr deep	1100	cum
3	Excavation above 1.50 mtr. deep	600	cum
4	Rubble soiling	650	sqm
5	M100 PCC	50	cum
6	M200 concrete footing	132	cum
7	M200 concrete column/beam	140	cum
8	Reinforcement steel	18	MT
9	Shuttering	1750	sqm
10	Brick work	240	cum
11	Plaster	2700	sqm
12	Structural steel	0.3	MT
13	Apex Painting	2400	sqm
14	Weep hole(PVC pipe)	500	nos
15	RCC Hume Pipe(1500mm Diameter)	8	rmt
16	Murrum filling	100	cum
17	M S pipe gate (6.00 mtr X 1.50 mtr)	1	nos
18	M S pipe small gate (1 mtr X 1.5 mtr)	1	nos
19	Board incl. M S support	1	nos

Note –

- 1. Above are the estimated quantities. Actual quantities will be finalized on joint measurement to be taken by the Vendor & BL- Representative after completion of work.**
- 2. Only +20 % variance on quantities is allowed.**
- 3. Interchange of order quantity/Swapping between the SKU within the awarded estimated order value considering (+ 20 % variance) of the contract shall be made by company.**
- 4. Successful bidder to submit drawings for boundary wall, M.S. pipe gates and BL Board with M.S. Support with details of construction material etc. to BL for approval prior to start of work.**

Cross Section of Boundary Wall and Approximate Dimensions:



Annexure -II // E. PREQUALIFICATION CRITERIA

Bidders should full fill the following criterion for opening of price bids:

SR NO	Criteria	Documents need to submit
1	The bidder shall have at least three -year experience in in Civil/Structural work or similar type of job.	Certificate of Incorporation/ Certificate of Registration/ Trade License / Factory License / Udyog Aadhar Registration / CA certified letter mentioning date of commencement of business.
2	The bidder is required to attach documentary evidences of successful completion of Civil/Structural work or similar type of job during last 7 years and should meet either of the following criteria – a) Three similar completed works costing not less than the amount equal to 30 Lakhs . or b) Two similar completed works costing not less than the amount equal to 38 Lakhs or c) One similar completed work costing not less than the amount equal to 61 Lakhs	Purchase Order copies and work completion certificate/Tax Invoices / CA Certified letter mentioning the number of orders completed with their respective value satisfying either of criteria
3	The bidders should have an average annual financial turnover during the last 3 years (2016-17,2017-18,2018-19), ending 31 st March of previous financial year, should be at least Rs. 23 Lakhs	Chartered Accountant Certified Profit and Loss & Balance Sheet copies/Letter
4	Company's Permanent Account No. (PAN No) & GST No.	Copy of Certificate
5	Regular submission of GST Return to the Authority along with proof of submission of return for FY -18-19 (GSTR-1 &GSTR-3B)	Copies of GSTR-1 & GSTR 3B
6	Declarations - a) Local & Import Content Certificate b) Bid Securing Declaration c) Restriction on ground of Defense of India and National Security d) CPPP Declaration	Self-Declaration from bidder on Company's letterhead as per Annexure- VIII
7	Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in Annexure: IX	Signed & stamped copy of Integrity pact (on each page) (Annexure: IX)

Note:

- a. Only those Vendors who meet the above Pre-qualification criteria will be qualified for opening of Price Bid subsequently.
- b. For bidder whose annual threshold limit is Rs.40Lakhs is exempted for qualification in above clause number 5

F -ANNEXURE-III

(SAMPLE PRICE FORMAT. NOT TO BE FILLED IN. PRICE SHOULD BE QUOTED ON LINE ONLY)

1. SAMPLE PRICE BID FORMAT

Sr no.	Item Description	Qty.	Unit	Rate (RS)	Amount (Rs)
1	Grass Cutting, Bushes removing, and Entire plot area cleaning	L/S	1		
2	Excavation upto 1.50 mtr deep	1100	cum		
3	Excavation above 1.50 mtr. deep	600	cum		
4	Rubble soiling	650	sqm		
5	M100 PCC	50	cum		
6	M200 concrete footing	132	cum		
7	M200 concrete column/beam	140	cum		
8	Reinforcement steel	18	MT		
9	Shuttering	1750	sqm		
10	Brick work	240	cum		
11	Plaster	2700	sqm		
12	Structural steel	0.3	MT		
13	Apex Painting	2400	sqm		
14	Weep hole(PVC pipe)	500	nos		
15	RCC Hume Pipe(1500mm Diameter)	8	rmt		
16	Murum filling	100	cum		
17	M S pipe gate (6.00 mtr X 1.50 mtr)	1	nos		
18	M S pipe small gate (1 mtr X 1.5 mtr)	1	nos		
19	Board incl. M S support	1	nos		
Net Amount					
GST 18 %					
Gross Amount					
Company Seal		Signature			
		Name			
		Designation			
		Company			
		Date			

G- ANNEXURE-IV

CONDITIONS FOR ONLINE BID SUBMISSION

1. Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.
Contact Nos. and email IDs for C1 India helpdesk officers

1.Ms. Ritu Patil (Mumbai) , +91-0124-4302000 (Ex-236) (Monday-Friday)

Email - ritu.patil@c1india.com

2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday -Friday)

3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday)

4.Helpdesk Support (Kolkata) Email blsupport@c1india.com - (Monday – Saturday) +91 -8017272644

Escalation level 1– Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com

Escalation level 2 -Mr.Sandeep Bhandari [/sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com) +91-8826814007

Requisites Before Login to System (Software requirements.)

Minimum System Requirements:

- Pentium III or Later Processor

- Minimum of 128 MB of RAM

- Minimum 1 USB port (If Certificate is in USB Token)

- DSC Dongle driver should be installed before logging in

- Reliable Internet Connectivity

- Certificate with full chain

- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional

- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environment is installed on your machine or not.

2. 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.

3. 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.

4. 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.

5. Submission of Hard copies:

After submission of bid online, the bidders are requested to submit necessary documents if any which cannot be uploaded online to the Tender Inviting Authority before the due date at our Ballard Estate Office at 5, J.N. Heredia Marg, Ballard Estate, Mumbai-400 001. 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/SD if any, 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.

H - ANNEXURE- V

(To be provided by successful bidder only)

GUARANTEE AGAINST ADVANCE PAYMENT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS UNDERTAKING made thisday of by (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) in favour of BALMER LAWRIE & CO. LTD. , 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001 an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company").

WHEREAS Messrs/Mr. (set out the full name, address and constitution of the Contractor) (hereinafter referred to as "the Contractor" which expression shall include their/his/its heirs, executors, administrators, representatives, successors and assigns) has been awarded a contract by the Company in terms, inter-alia, of the Company's Letter of Acceptance and/or Order No. dated for (set out the purpose) at a total value of Rs..... (Rupees only) (hereinafter referred to as "the said Contract" which terms or expression shall include any further formal contract/agreement entered into by the Company with the Contractor at any time subsequent thereto or in suppression thereof and all modifications to and amendments in the Contracts).

AND WHEREAS the Company agreed to lend and advance (hereinafter referred to as "the said Advance") to the Contractor, at the request of the Contractor a sum of Rs.....(Rupees only) for utilisation in the performance of the work covered by the said contract the terms and conditions to be mutually agreed upon (hereinafter referred to as "the Lending Agreement") on production of an irrevocable undertaking from a Bank to reimburse the Company the said sum of Rs..... (Rupees only) with interest, if any, by deduction from the gross accepted value of the Running Account Bill and Final Bill of the Contractor commencing with the first Running Account Bill.

NOW, THEREFORE, in consideration of the premises aforesaid the Bank hereby irrevocably and unconditionally undertakes to pay to the Company at (place of payment) forthwith on first demand, from the Company with protest or demur or proof or condition any and all amounts demanded by the Company in writing from the Bank with reference to this undertaking upto an aggregate limit of Rs..... (Rupees only).

AND the Bank doth hereby further agree as follows:

The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this undertaking, at any time and/or from time to time to vary the said contract and/or any of the terms and conditions thereof or of the said Advance and/or to extend time for performance of the said contract and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or power

exercisable by the Company against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the

SBU: Industrial Packaging

securities, if any, or any of them available to the Company and/or to initiate any proceeding against the Contractor in connection with any matter including the proceeding for realisation of the Company's dues and the Bank shall not be released from the under these presents and liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any forbearance, or omission on the part of the Company or any indulgence by the Company to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof).

ii) As between the Bank and the Company for the purpose of this undertaking the amount claimed or demanded by the Company from the Bank with reference to this undertaking shall be final and binding upon the Bank as to the amount payable by the Bank to the Company hereunder.

iii) The liability of the Bank to the Company under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Company, the Contractor and the Bank and/or the Bank and the Company or the liability of the Contractor to the Company, and notwithstanding the existence of any instructions or purported instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Company in terms hereof.

iv) Irrespective of any dispute between the M/s. and the Company, the operation of this guarantee shall not be stopped for any reason and this guarantee is being issued by the bank on condition that M/s. shall always ensure that the operation of this bank guarantee is no subjected to any Stay by Law.

v) This undertaking shall not be affected by any change in the constitution of the Bank or that of the Contractor or the Company or any irregularity in the exercise or borrowing powers by or on behalf of the Contractor.

vi) This undertaking shall be valid for all claims/demands made by the Company to or upon the Bank upto the day of 2004 provided that the Bank shall upon the written request of the Company extend this guarantee by a further period of six months.

vii) The Bank doth hereby declare that Shri who is the (Designation) the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,
For

Name
Designation

Dated

BANK GUARANTEE AGAINST PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the day of

THE GUARANTEE is executed at Mumbai on the day of by(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001, India, an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being No. dated (hereinafter referred to as "the said Tender") for (set out purpose of the job) and pursuant thereto M/s. (set out full name and address of the Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance thereof an Order being No..... dated (hereinafter referred to as "the said Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees only) as performance guarantee for the fulfillment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Contractor under the Agreement dated the day of (hereinafter referred to as "the Agreement ") entered into by and between the Company of the one part and the Contractor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the quotation of the Contractor has been accepted by the Company and in pursuance thereof an Order being No. : _____ dated _____ (hereinafter referred to as "the said Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at their / his / its own costs and expenses a Bank guarantee for Rs. _____ (Rupees _____ only) as performance guarantee for the fulfillment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Contractor under the Agreement dated the _____ day of _____ (hereinafter referred to as "the Agreement") entered into by and between the Company of the one part and the Contractor of the other part, the terms of the said Tender and the terms contained in the said order which expression shall include all amendments and / or modifications and / or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their / his / its obligations truly and faithfully as hereinbefore mentioned.
NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.

This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.

We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.

Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

Balmer Lawrie & Co. Ltd.
MUMBAI – 400 001
India.

Dear Sir,

That Messrs/Mr.(set out full name and address 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 work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... 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 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) have agreed to give such guarantee in the manner following :

1. We, (set out full name of the Bank), hereby undertake 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 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 of Rs..... (Rupees 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 hereunder to adopt any mode for realisation 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 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..... (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 affected 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 all 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. (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 thereunder.

We , (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

We, (set out full name of the Bank) have power to issue this Guarantee in your favour 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 and Four granted by the Bank.

Yours faithfully,

Dated :
(Place):

(Signature of Officer on.....behalf of)
(Set out name of the Bank)
(Date).....

GST Compliances

I- Annexure -VI

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

J -ANNEXURE-VII

DETAILS OF VENDOR

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

K. ANNEXURE –VIII: Purchase Preference for Make in India and MSE suppliers

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

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

Definitions: for purpose of the above order.

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

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

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

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

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

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

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

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

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, full quantity will be awarded to L1.

- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest
- If Class-I local supplier matches L1 price the contract will be awarded to them.
- In case none of the Class-I local suppliers are able to match the L1 price, then the contract will be awarded to the original L1 bidder

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

VIII - (A) - DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT

Dated

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

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

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

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

Authorized Signatory,

VIII (B) DECLARATION –

BIDDER TO SUBMIT ON THEIR LETTER PAD –

“BID SECURITY DECLARATION”

Dated

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

Authorized Signatory,

Restrictions on Ground of Defense of India and national Security:

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

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

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

VIII (C) DECLARATION –

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

Dated -

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

Authorized Signatory,

VIII (D) DECLARATION –

CPPP DECLARATION

BIDDER TO SUBMIT ON THEIR LETTER PAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS AS PER PUBLIC PROCUREMENT POLICY FOR MSE's ORDER 2012.)

Dated

I/We, M/s,
address....., hereby declare that I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM) Number.....on Central Public Procurement Portal (CPPP).
Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim through CPPP.

I/We hereby also declare the following: -

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

M. Annexure IX – 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/customer rejected materials at IP Taloja.

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

Section 4: Compensation for Damages

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

to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

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

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

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

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

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

Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for

correcting problematic situations.

(g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.

(h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

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

Section 10 - Other provisions

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

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

ANNEXURE: IX(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: IX(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 laxity 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 fake 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 B.2.3 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
- F.1 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.
- F.3 Appeal process may be completed within 45days 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.