



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रतिष्ठान)
Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

www.balmerlawrie.com

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

NOTICE INVITING TENDER

Tender No. 0100PM1827 dated 26.03.2021.

Due date of Tender: 15.04.2021 at 16.00 hrs.
Opening of Technical Bid: 15.04.2021 at 16.05 hrs.

Online Two Bid Tender is invited for supply of Epoxy Phenolic Coating Lacquer & Compatible Thinner through Balmer Lawrie e-Procurement Portal <https://balmerlawrie.eproc.in>

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

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

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, 20th Road, Near Ambedkar Park, Chembur Mumbai – 400071
Contact Persons: 1. Shri Deepanjan Ghosh 8590223690 022 66258212 email id: ghosh.deepanjan@balmerlawrie.com 2. Shri Tushar Ingale 9769015541 022 66258209 email id : ingale.td@balmerlawrie.com	1.Mr. Ujwala Shimpi, (022) 66865608 Email – ujwala.shimpi@c1india.com (Mumbai / Monday -Friday) 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 – Mr.Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com

TENDER NO: 0100PM1827 dated 24.03.2021

Online two bid tenders are invited from reputed manufacturers for supply of epoxy phenolic coating (clear & pigmented) lacquer to our plants at silvassa, chennai, vadodara, asaoti (faridabad), Vadodara and Taloja (navi mumbai).

Earnest Money Deposit (EMD)

Earnest Money Deposit {EMD} of **Rs. 1,40,000.00** (Rupees One Lakh Fourty thousand only) is to be paid online as per Annexure –IX in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

“Kindly refer Annexure-IX for ‘Conditions for Online EMD Submission’”

All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.

Micro and Small enterprises (MSE's) with valid “udyog aadhar memorandum” (UAM) number are exempted from payment of earnest money deposit and are eligible for any other benefit applicable to MSE's mentioned in this tender document.

Above benefit/s shall be extended only to MSE's whose uam no. is registered with central public procurement portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure VI** in this regard.

Vendor Undertaking

We have studied the tender document carefully and have quoted our lowest rate in accordance with the terms & conditions and special terms & conditions as laid down in the tender document. We also confirm to have accepted all terms & conditions and special terms & conditions.

SCOPE OF WORK

1. PERIOD OF CONTRACT

20.04.2021 TO 20.10.2021.

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

2. ESTIMATED REQUIREMENT [Litres.] [+/- 10%]

S.No.	Product Description	Silvassa	Chennai	Asaoti	Vadodara	Chittoor	Taloja
1	Epoxy Phenolic Gold Coating Lacquer (EPC-M)	40000	4850	13300	300	300	
	Compatible Thinner For Above Lacquer (Serial No.1)	7850	975	2625	75	75	
	Cleaning Thinner	1975	250	675	25	25	
2	Epoxy Phenolic Green Coating Lacquer (EPGC-S)	7000	11425	600	300	300	
	Compatible Thinner For Above Lacquer (Serial No.2)	1,175	1,900	100	50	50	
	Cleaning Thinner	300	475	25	25	25	
3	Epoxy Phenolic Green Coating Lacquer Food Grade (EPGC-S Food)			400	300	300	
	Compatible Thinner For Above Lacquer (Serial No.3)			75	50	50	
	Cleaning Thinner			25	25	25	
4	Epoxy Phenolic Pigment Coating Lacquer (EPPC-BROWN)		2100		300	300	
	Compatible Thinner For Above Lacquer (Serial No.4)		700		100	100	
	Cleaning Thinner		175		25	25	
5	Epoxy Phenolic Golden Brown Coating Lacquer (EPGBC-BROWN)	1500	250	600	300	300	
	Compatible Thinner For Above Lacquer (Serial No.5)	475	100	200	100	100	
	Cleaning Thinner	125	25	50	25	25	
6	Epoxy Phenolic Gold Coating Lacquer (EPC-PESTICIDES)	1500			300	300	
	Compatible Thinner For Above Lacquer (Serial No.6)	300			75	75	
	Cleaning Thinner	75			25	25	

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7	Epoxy Phenolic Gold Coating Lacquer (EPC-FOOD)		325	3800	300	300	
	Compatible Thinner For Above Lacquer (Serial No.7)		75	775	75	75	
	Cleaning Thinner		25	200	25	25	
8	Epoxy Phenolic Gold Coating Lacquer for DOS-A Oiled CRCA Steel (EPC-D)						15000
	Compatible Thinner For Above Lacquer (Serial No.8)						3000
9	Epoxy Phenolic Green Coating Lacquer (EPGC-M)- EPGC-M- Transformer Oil Segment		3000				
	Compatible Thinner For Above Lacquer (Serial No.9)		900				

These are best estimates of requirement based on market conditions and carry no commitment. The total quantities may increase/decrease by 10%. Successful tenderer will have to meet our actual requirement as indicated by us from time to time during the contract period.

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

3. SPECIFICATIONS

Lacquer offered shall conform to the Specification given in Specification Sheet Nos. 1 2, 3, 4, 5, 6, 7,8 & 9. In the event of supplies not meeting the specifications, the same will be rejected. Such rejected quantity must be removed from our Works within 7 days from the date of our advice and the company will not be responsible for any deterioration/loss etc. Further, if the rejected quantities are not removed within the specified time, the Company shall be at liberty to dispose the same in the manner as we deem fit without any obligation to the supplier.

SPECIFICATION SHEET NO.- 1

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

SPECIFICATION SHEET NO.- 2

Product Description	:	Epoxy Phenolic Green Coating. (EPGC-S)
Product Type	:	Epoxy - 2
Substrate	:	CRCA Mild Steel.
Uses	:	Internal coating of 210 ltr. capacity MS barrel. Suitable for packing strong chemicals, petrochemicals and solvents, resins, pesticides, aqueous products, water based emulsions, fragrances, oils, grease, fats, glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film Thickness</u>	:	
a] One coating System Thickness	:	10-15 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by the vendor (EPGC-SR)
Thinning Ratio	:	17 % maximum (party shall specify thinning ratio)
Supply Viscosity (seconds, Ford 4 @ 30°C)	:	30 – 40 seconds. maximum
Application Viscosity	:	20 – 28 seconds.
Specific Gravity	:	1.22 ± 0.02
%Solid (by weight)	:	50 ± 2
Shade / Color	:	Grey - Liquid, (Green - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity), blisters, craters etc.
Acetone Soak & Rub Test	:	5 minutes (100 rubs on soaked portion without film failure).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1X1mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure(Cracks & flaking).
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO.- 2

Chemical Resistance Test	:	
a] Sodium – hydroxide 10% Soak Test.	:	Should pass
b] Methyl Cello Solve Test	:	Should pass

SPECIFICATION SHEET NO.- 3

Product Description	:	Epoxy Phenolic Green Coating – Food Grade. (EPGC-S Food Grade) (FDA Compliant)
Product Type	:	Epoxy - 2
Substrate	:	CRCA Mild Steel.
Application	:	Spraying.
Uses	:	To be used as internal Coating of 210 ltr. Capacity MS brl. suitable for packing of oils, greases, Inks & varnishes fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerine, mild solvents etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 10 minutes.
Shelf life	:	6 months
<u>Dry Film Thickness</u>	:	
a] One coating System Thickness	:	12-18 micron
b] Two Coating System Thickness	:	20-30 micron (Bake on Bake).
Thinner	:	To be supplied by the vendor (EPGC-SR)
Thinning Ratio	:	17% maximum (party shall specify thinning ratio)
Supply Viscosity (seconds, Ford 4 @ 30°C)	:	50 – 60 seconds. maximum
Application Viscosity	:	20 – 30 seconds.
Specific Gravity	:	1.2 ± 0.02
%Solid (by weight)	:	46 - 50 ± 1
Shade / Color	:	Grey - Liquid, (Green - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity), blisters, craters etc.
Acetone Soak & Rub Test	:	5 minutes (100 rubs on soaked portion without film failure).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1X1mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure(Cracks & flaking).
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO.- 3

Chemical Resistance Test	:	
a] Sodium – hydroxide 10% Soak Test.	:	Should pass
b] Methyl Cello Solve Test	:	Should pass

SPECIFICATION SHEET NO. 4

Product Description	:	Epoxy Phenolic Pigmented Coating [EPPC-Brown]
Product Type	:	Epoxy Phenolic
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Nominal Capacities Mild Steel Barrel suitable for packing strong chemicals, petro chemicals and solvents, resins, Monomers Pesticides, Aqueous products, water based Emulsions, Fragrances, oils, greases, fats, Glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12~18 micron
b] Two Coating System Thickness	:	20~30 micron (Bake on Bake).
Thinner	:	Compatible Thinner
Thinning Ratio	:	33% maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford cup 4 @ 30°C)	:	60 ~ 70 seconds
Application Viscosity (seconds, Ford cup 4 @ 30°C)	:	20 ~ 28 seconds Maximum
Specific Gravity	:	1.16 ± 0.02
%Solid (by weight)	:	48 ± 2
Shade / Color	:	Brown - Liquid, (Dark Brown - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters, craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure (Cracks & Flaking)
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO. 5

Product Description	:	Epoxy Phenolic Golden Brown Coating [EPGBC - Brown]
Product Type	:	Epoxy Phenolic
Substrate	:	CRCA Mild Steel.
Uses	:	Internal Coating of 210 ltr. Nominal Capacities Mild Steel Barrel suitable for packing strong chemicals, petro chemicals and solvents, resins, Monomers Pesticides, Aqueous products, water based Emulsions, Fragrances, oils, greases, fats, Glycerin etc.
Stoving Schedule	:	225°C (Metal peak temp.) for 7-8 minutes.
<u>Dry Film thickness</u>		
a] One Coating System Thickness	:	12~18 micron
b] Two Coating System Thickness	:	20~30 micron (Bake on Bake).
Thinner	:	Compatible Thinner
Thinning Ratio	:	31% maximum (party shall specify thinning ratio)
Viscosity (seconds, Ford cup 4 @ 30°C)	:	120 seconds \pm 10 sec
Application Viscosity (seconds, Ford cup 4 @ 30°C)	:	20 ~ 28 seconds Maximum
Specific Gravity	:	1.06 \pm 0.02
%Solid (by weight)	:	42 \pm 2
Shade / Color	:	Brown - Liquid, (Golden Brown - cured).
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity) blisters, craters etc.
*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure when rubbed with wooden spatula).
Rhodamine Test	:	Should pass without staining.
Cross Cut Adhesion Test (1 X 1 mm)	:	100%
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement there should be no sign of film failure (Cracks & Flaking)
Flexibility / Bend Test	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.

SPECIFICATION SHEET NO. 6

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

SPECIFICATION SHEET NO. 7

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

SPECIFICATION SHEET NO.- 8

Product Description	:	Epoxy Phenolic Gold Coating. (EPC-M)
Product Type	:	Epoxy -1
Substrate	:	DOS-A oiled CRCA steel.
Application	:	Hot Airless Spray.
		Lacquer Formulation should be suitable for direct application onto DOS -A Oiled steel substrate, without any Surface Pretreatment and Pre-Heating.
		The formulation should be able to achieve required dft.(12-18 micron) through wet on wet application, at an output rate of 650 drums/hr.
Stoving Schedule	:	200°C (Peak Metal Temp.) for 10-12 minutes
Uses	:	To be used as internal Coating of 210 ltr. Capacity MS brl. suitable for packing of oils, greases, Inks & varnishes fats, dry powder, pesticides, chemicals, agrochemicals, food products, glycerine, mild solvents etc.
	:	
Dry Film thickness		
a] Two Coat System Thickness	:	12-18 micron <u>(wet on wet)</u>
Thinner	:	To be supplied by vendor (EPC-M R)
Thinning Ratio	:	20-21 % (vendor shall specify thinning ratio)
Viscosity (seconds, Ford 4 @ 30°C)	:	40 – 50 seconds.
Application Viscosity (seconds, Ford 4 @ 30°C)	:	20 – 26 seconds.
Specific Gravity	:	0.98 – 1.00
%Solid (by weight)	:	36 ± 2
Shade / Color	:	Gold (after baking)
Coating Quality	:	Applied film should be free from coating defects such as holidays (film discontinuity due to pin hole, porosity), de-wetting, blisters etc.

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*Acetone Soak & Rub Test	:	2 minutes (100 rubs on soaked portion without film failure).
Cross Cut Adhesion Test (1 X 1 mm)	:	100% pass
Gardner Test (Impact Test)	:	Should pass.
Cupping Test	:	Till 7mm displacement no sign of film failure (Cracks & flaking)
Bend Test / Flexibility Test.	:	No sign of film cracking or flaking at 90° on 12mm Dia mandrel.
Rhodamine Test	:	Should pass without staining.
Chemical Resistance Test	:	Sodium – hydroxide 10% Soak Test. Should pass.

Compliance to Regulations :

- 1. FDA Regulation : The Internal drum Lining should meet the FDA- Specifications & requirements as described in paragraph & section F175.300**
- 2. Regulation for Heavy Metal Free : The internal drum lining should fulfill the requirements as mentioned in EC94/62/EEC**

SPECIFICATION SHEET NO.- 9

Specification Of Epoxy Phenolic Green Lacquer (EPGC-M- Transformer Oil Segment)

EPOXY PHENOLIC GREEN LACQUER.(EPGC-M)

SPECIFICATIONS:

Base	:	Epoxy Phenolic.
Colour	:	Grey Green on curing.
Solid contents	:	42 ± 1%
Viscosity	:	50 +/- 5 Sec. at Ford Cup 4 at 30° C
Storage life	:	6 Months
Specific Gravity	:	1.04 ± 0.05
Thinner	:	EPOXY THINNER (30 % Thinner intake for application Viscosity of 20 sec Ford Cup-4 at 30°C)
Grade of lacquer	:	Food grade

APPLICATION:

Substrate	:	Mild steel surface.
Application	:	By automatic airless Spray
Application Viscosity	:	18-22sec./ Ford Cup-4 at 30° C
Temperature	:	220° C / 10mins.
DFT.	:	12 to 15 Micron in one coat.

FLIM PROPERTIES:

Adhesion	:	Passes Cross Cut tape adhesion test.
Flexibility	:	No cracking / flaking at 180 Deg. Bending of lacquered strip of sheet
Hardness	:	Excellent.
MEK soak & Rub Test	:	should passes more than 100 Rubs with cotton swab. No decolouration of the of the cotton swab to be observed.

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

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

1. The bidders should have a minimum of 3 year's experience in the manufacture of different grades of Epoxy Phenolic Coating (Clear & Pigmented) as per our requirement. Copy of Certificate of Incorporation to be submitted with Unpriced Bid.
2. The bidders should have minimum capacity of 250 MT (metric tonne) per annum for Epoxy Phenolic Coating lacquers & allied products to supply the quantity mentioned in the tender for which the bidder should provide a self-certification.
3. The bidders should have an average annual sales turnover of not less than 10 crores over the last three years (2017-18 , 2018-19 & 2019-20). [Balance Sheet or Chartered Accountant Certificate to be forwarded].
4. The bidders should have supplied the tendered types of lacquer to steel drum/barrel manufacturers for the last three years. Copy of purchase orders at least 1 per year for the last 3 years received from barrels / drums customers to be attached as proof of supply.
5. Bids from vendors who have not supplied the tendered type of lacquer to BL in the past and whose products have not been approved by BL in the past will not be considered for evaluation & determination of L1 bid. However, such bidders may be given an opportunity to conduct trials at BL's discretion. On successful completion of trials, the party may be registered as a supplier and may be considered for supply in future tenders.
6. Regular submission of GST Return to the Authority along with proof of submission of return for FY 19-20 (GSTR-1 & GSTR-3B). Copy of (GSTR-1 & GSTR-3B) need to be submitted.
7. Bidders have to submit the integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in Annexure XI . Signed and stamped copy of integrity pact (on each page).

SPECIAL TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**
This contract is for supply of Epoxy Phenolic lacquer as set forth in Purchase order and as per the schedule given in the Purchase order.
3.
 - i) All the rates given in the Price Bid should be expressed both in words and in figures and where there is difference between two, and rates given in the words will be authentic.
 - ii) Tenderer should quote only rate per litre basis and any other basis is not acceptable. Your quotation should contain all the elements such as Basic rates per litre, GST etc. GST and Freight should be shown separately.
4. **STOCKS**
Successful tenderer shall maintain **One month stock** of each type of Epoxy phenolic Coatings Lacquer in their godown at respective locations, at their own cost. The successful tenderer shall also send us in the first week of the month a monthly statement showing stock position for various types of Epoxy phenolic Coatings Lacquer that have been ordered for supply at different locations.
5. **INSPECTION / TESTING**
 - i] Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
 - ii] It must be noted that it is not incumbent upon the company to check and test each and every Epoxy phenolic Coatings Lacquer supply out of consignment received. The Company shall make only random checks in accordance with the procedure stated earlier. The tenderer should therefore take note of all requirements before submission of tender. Test Certificate to accompany each supply duly certifying that the Epoxy phenolic Coatings Lacquer being supplied conform to the specifications. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective Plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.
6. **DELIVERY OF Epoxy phenolic Coatings Lacquer**
 - i) To all our plants at Silvassa, Kolkata, Chennai, Asaoti (Faridabad), Savli (Vadodara) and Taloja (Navi Mumbai) (addresses given as attachment) in new mild steel stackable drums of 20/30 litre capacity with suitable closures. Delivery schedule given from time to time for different locations should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period. The supplier shall ensure that all delivery challans accompanied with the

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test certificate as per the batch no. of the material and the material should be having minimum five months usability time on the date of receipt at our plant.

- ii) In case the material is not supplied as per delivery schedule, the Company reserves the right to buy the same from other tenderers who have participated in this tender, and or from domestic or international market. In such cases, the Company reserves the right to recover the extra cost, if any, incurred, from the tenderers' security and or due payment.

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

9. **TENDER EVALUATION**

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

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

Where L1 = Net Delivered Price of coating per litre
Q1 = One litre of coating
L2 = Net Delivered Price of thinner per litre
Q2 = Quantity of thinner required for thinning in litres

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

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

- ii) The vendor who has not supplied any of the tendered type of Epoxy phenolic Coatings Lacquer as per BL's specifications in the past has to obtain approval of their product quality from BL. Even if the rate of such vendor is lowest for any particular type of Epoxy phenolic Coatings Lacquer, their offer (rate) will not be considered for placement of Purchase Order. However, they may submit their sample for trial and approval from BL for being considered for future tenders.

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11. The bidders are specifically advised to note that the Company normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.

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

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

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

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

12. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence to delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful bidder.
13. The Company reserves the right to inspect the quality of Epoxy phenolic Coatings Lacquer at the tenderer's Works.
14. In case of unsatisfactory performance of the successful tenderer (s) either in relation to quality of material or adherence of specified delivery schedule, Company reserves its right to cancel part or whole of the order and forfeit such amounts, as the Company may deem reasonable due to the loss of goodwill, business and goods due to such unsatisfactory performance, from the security deposit (s) deposited by the successful tenderer (s). In such a case, the Company also reserves its right to get balance portion of the supplies through other means at the entire risk and cost of the tenderer.

TERMS & CONDITIONS

1. Submission of tender will mean that the tenderer have fully understood and accepted the terms and conditions of tender. Any subsequent revision on the same will not be considered and may lead to rejection of tender.

3. Earnest Money Deposit {EMD} of **Rs. 1,40,000.00** (Rupees One Lakh forty thousand only) is to be paid online as per Annexure –IX in tender documents. Cheque and any other form of payment are not acceptable towards EMD. EMD will be refunded online to bidders account from which they paid the EMD, after finalization of tender. For accepted bidders, EMD of successful bidder can be adjusted towards Security Deposit against the Purchase order placed on them. EMD will carry no interest. Linking with earlier transactions/adjustments with pending bills or any other amount payable by the Company is not allowed.

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

EMD is liable to forfeiture if:

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

OFFERS RECEIVED WITHOUT EARNEST MONEY DEPOSIT WILL BE REJECTED.

3. MSE clause –

Micro and Small Enterprises (MSE’s) with valid “Udyog Aadhar Memorandum” (UAM) number are exempted from payment of Earnest Money Deposit and are eligible for any other benefit applicable to MSE’s mentioned in this tender document.

Above benefit/s shall be extended only to MSE’s whose UAM no. is registered with Central Public Procurement Portal (CPPP) and such MSE are required to submit a declaration for the same as per **Annexure VI in this regard.**

4. Validity of the Purchase Order: **THE QUOTED PRICE SHOULD BE FIRM THROUGHOUT THE CONTRACT PERIOD, OR TILL THE COMPLETION OF ORDERED QUANTITY WHICHEVER IS LATER. THEREAFTER, THE SPILL OVER QUANTITY IF ANY, WILL BE CARRIED OUT WITH MUTUAL CONSENT.**

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5. The company reserves the right to -
 - i. Extend the contract for further period of **SIX MONTH** at the same rates, terms and conditions prior to the expiry of the contract.
 - ii. Enhancing the ordered quantity as per the requirement based on mutual consent of both the parties.
6. **Rate:** Please indicate complete details of rate in the Price Bid.
7. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a period of 60 days (excluding the due date) from the date of opening of tender.
8. **Sub-Contracting:** The successful tenderer shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

9. **PAYMENT TERMS:**

Payment for the accepted material will be made within 30 days from the date of receipt of the material or bill whichever is later. Payments for supply at different locations shall be made from the respective location.

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

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

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently. TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961

10. Consignment should be accompanied by valid documents such as Gate Pass, Delivery Challan, Tax Invoice under GST Scheme and Test Certificate. Bills for Epoxy phenolic Coatings Lacquer supplied shall be accompanied by necessary receipted delivery challans, confirming the receipt of goods by the Company in good condition, and without any loss. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
11. **SECURITY DEPOSIT:**
Successful tenderer will be required to pay Security Deposit equivalent to 10% of the Basic Value of the Order within 15 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd., payable at Mumbai. The Company may also accept suitable Bank Guarantee with an additional claim period of twelve months in lieu of the Security Deposit. **Security Deposit can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.**

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

- The Security Deposit will not bear any interest.

- EMD of the successful tenderer will be adjusted in Security Deposit.
- Security Deposit is liable for forfeiture, if
 - Successful tenderer fails to supply Epoxy phenolic Coatings Lacquer as per our call ups during the contract period.
 - Successful tenderer violates the tender condition,
 - Security Deposit will be refunded only after successful completion of the contract.

12. Control Regulations

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

13. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY / QUALITY PROBLEMS

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

14. Termination

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

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

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

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover

damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited

15. **ARBITRATION**

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

“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”

16. **RISK PURCHASE**

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

17. **FORCE MAJEURE CLAUSE**

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

We accept all your terms and conditions as stated above.

Annexure I

DETAILS OF TENDERER

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

1. Name of the tenderer
2. Whether Sole Trader/Partnership/
Private Limited Company / Public
Limited Company / Small Scale Inds.
3. a) Address

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

- b) Contact Persons with Tel.no. / Mobile no.
4. Year of Establishment :
 - a) Registration No. :
(With Photo Copy)
 - b) Date of Registration :
 - c) Year of Commencement :
of Operations
5. Details of business activities including that of Sister Concerns, if any
6. Information on technical and manufacturing facilities available with the tenderer such as :
 - a) No. of employees employed
-Permanent
-Temporary
 - b) Quality Systems
 - c) Power sanctioned
 - d) Availability of DG Set and its capacity
 - e) Quality Checking Instructions
7. Manufacturing Capacity / annum for different types of Epoxy phenolic Coatings Lacquer.
8. List of existing customers dealing with supply of Epoxy phenolic Coatings Lacquer only.
Photostat copies of orders executed by the tenderer for Barrel/Drums manufacturers during last three years.

9. Annual turnover in the last 3 years (Copy of Balance sheet to be attached as proof).

- a) 2016-17
- b) 2017-18
- c) 2018-19

10. GST Registration No.:

11. GST Exemption No.(if any) :

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

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

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

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS

- A. Balmer Lawrie & Co. Ltd., Industrial Packaging,
Survey No.23/1/1,Khadoli Village
SILVASSA – 396 230.

- B. Balmer Lawrie & Co. Ltd., Industrial Packaging,
G-15, G-16, G-17 & G-17
Village: Padghe, Taluka: Panvel, Distt. Raigad,
(Maharashtra) – 410 208

- C. Balmer Lawrie & Co. Ltd.,
Barrel Division
Village Piyala
Post Asaoti
Dist. Faridabad
HARYANA – 121 102.

- D. Balmer Lawrie & Co. Ltd., Industrial Packaging,
32, Sattangadu Village
Thiruvottiyur – Manali Road, Manali
CHENNAI – 600 068.

- E. Balmer Lawrie & Co. Ltd., Industrial Packaging,
Plant at 62, Patnam Village & Post,
Tavnampalli Mandal,
Aragonda Road, Chittoor – 517131

- F. Balmer Lawrie & Co. Ltd., Industrial Packaging,
Balmer Lawrie & Co.Ltd.,Plot no 727, GIDC Savli, Manjusar,
Vadodara-391775, Gujarat.

Annexure III**BANK DETAILS FOR SWIFT/RTGS TRANSFERS**

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

CONDITIONS FOR ONLINE BID SUBMISSION

1. Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

<p>Contact Person</p> <p>1.Mr. Ujwala Shimpi, (022) 66865608 Email – ujwala.shimpi@c1india.com (Mumbai / Monday -Friday)</p> <p>2. Mr. Tirtha Das, Mob +91 -9163254290 Email - tirtha.das@c1india.com (Kolkata / Monday - Friday)</p> <p>3.Mr.CH.Mani Sankar (Chennai),+91- 6374241783 Email– chikkavarapu.manisankar@c1india.com (Chennai / Monday -Saturday)</p> <p>4.Helpdesk Support (Kolkata) Email -blsupport@c1india.com - (Monday – Saturday) +91 -8017272644</p> <p>Escalation level –</p> <p>Mr.Tuhin Ghosh,Mob.+91-8981165071</p> <p>Email – tuhin.ghosh@c1india.com</p>
--

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. Mr. Deepanjan Ghosh Landine-02266258212-Mob.8590223690-Email : ghosh.deepanjan@balmerlawrie.com.

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

Minimum System Requirements:

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

Operating System:

- Windows 7,8,10

Browser Version:

- Internet Explorer Versions 11

Java Component:

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

3. Procedure for Bid Submission

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

Digital Certificate authentication:

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

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

Bid Submission Acknowledgement:

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

4. Submission of Hard copies:

After submission of bid and EMD online, the bidders are requested to submit other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the other documents if any either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Disclaimer Clause

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

Annexure V

Code of Conduct for Balmer Lawrie & Co. Suppliers

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

The supplier declares herewith:

- Legal compliance**
 - o to comply with the laws of the applicable legal system(s).
- Prohibition of corruption and bribery**
 - o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.
- Respect for the basic human rights of employees**
 - o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
 - o to respect the personal dignity, privacy and rights of each individual;
 - o to refuse to employ or make anyone work against his will;
 - o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
 - o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
 - o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
 - o to comply with the maximum number of working hours laid down in the applicable laws;
 - o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.
- Prohibition of child labor**
 - o to employ no workers under the age of 18;
- Health and safety of employees**
 - o to take responsibility for the health and safety of its employees;
 - o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
 - o to provide training and ensure that employees are educated in health and safety issues;
 - o to set up or use a reasonable occupational health & safety management system;
- Environmental protection**
 - o to act in accordance with the applicable statutory and international standards regarding environmental protection;
 - o to minimize environmental pollution and make continuous improvements in environmental protection;
 - o to set up or use a reasonable environmental management system;

☐ Supply chain

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

DECLARATION BY MSE BIDDER

ANNEXURE – VI

BIDDER TO SUBMIT ON THEIR LETTER PAD

(APPLICABLE TO ONLY MSE VENDORS FOR AVAILING BENEFITS

AS PER PUBLIC PROCUREMENT POLICY FOR MSE'S ORDER 2012.)

Dated

I/We, M/s,

address....., hereby declare that I/We are registered as MSE supplier and have registered our Udyog Aadhar Memorandum (UAM) Number.....on Central Public Procurement Portal (CPPP).

Balmer Lawrie & Co. Ltd reserves the right to verify the authenticity of the above claim through CPPP.

I/We hereby also declare the following:

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

Company Authorized Signatory

(Seal & Stamp)

ANNEXURE -VII

**(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit)**

**Balmer Lawrie & Co. Ltd.
5, J N Heredia Marg,
Ballard Estate,
Mumbai – 400 001.**

Dear Sir,

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

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

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

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

Tender No. 0100PM1827 dated 26.03.2021

3. Your right to recover the said sum of Rs. 000.00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:

ANNEXURE-VIII

A. GST Compliances

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

ANNEXURE-VIIIA**B. 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	

Annexure –IX

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

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

A. Privacy Policy

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

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

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

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

B. General Terms and Conditions For E-Payment

- 1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchant’s website and avail the Services.

Tender No. 0100PM1827 dated 26.03.2021

2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for/ of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his/ her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate. No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.
7. In these Terms and Conditions, the term "**Charge Back**" shall mean, approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent/duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card/ Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.

9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he/ she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

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

C. Limitation of Liability

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

(ii) any interruption or errors in the operation of the Payment Gateway.

4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents, and employees, from any claim or demand, or actions arising out of or in connection with the utilization of the Services.

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

D. Miscellaneous Conditions:

1. Any waiver of any rights available to Merchant under these Terms and Conditions shall not mean that those rights are automatically waived.
2. The User agrees, understands and confirms that his/ her personal data including without limitation details relating to debit card/ credit card transmitted over the Internet may be susceptible to misuse, hacking, theft and/ or fraud and that Merchant or the Payment Gateway Service Provider(s) have no control over such matters.
3. Although all reasonable care has been taken towards guarding against unauthorized use of any information transmitted by the User, Merchant does not represent or guarantee that the use of the Services provided by/ through it will not result in theft and/or unauthorized use of data over the Internet.
4. The Merchant, the Payment Gateway Service Provider(s) and its affiliates and associates shall not be liable, at any time, for any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information contained on the Website.
5. The User may be required to create his/ her own User ID and Password in order to register and/ or use the Services provided by Merchant on the Website. By accepting these Terms and Conditions the User agrees that his/ her User ID and Password are very important pieces of information and it shall be the User's own responsibility to keep them secure and confidential. In furtherance hereof, the User agrees to;
 - i. Choose a new password, whenever required for security reasons.
 - ii. Keep his/ her User ID & Password strictly confidential.
 - iii. Be responsible for any transactions made by User under such User ID and Password.

The User is hereby informed that Merchant will never ask the User for the User's password in an unsolicited phone call or in an unsolicited email. The User is hereby required to sign out of his/ her Merchant account on the Website and close the web browser window when the transaction(s)

have been completed. This is to ensure that others cannot access the User's personal information and correspondence when the User happens to share a computer with someone else or is using a computer in a public place like a library or Internet café.

E. Debit/Credit Card, Bank Account Details

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

F. Personal Information

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

Helpdesk

For any payment related clarification/ assistance users may contact our helpdesk executives (Email- sona.banerjee@ext.icicibank.com, Telephone- 033-40267513)

G. Payment Gateway Disclaimer

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

H. General Terms and Conditions -

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

ANNEXURE : X

LIST OF OFFICERS DESIGNATED FOR RELEASING PAYMENT

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

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

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

INTEGRITY PACT

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

And

_____, hereinafter referred to as "The Bidder/Contractor"

Preamble

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

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

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

Section 1- Commitments of the Principal

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

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

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

Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

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

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

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences

outlined above or be an accessory to such offences.

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

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

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

Contractor(s)/Subcontractor(s).

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

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

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

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

Section 9 - Pact Duration

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

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

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

Section 10 - Other provisions

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

(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: XI(A)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

ANNEXURE: XI(B)

Balmer Lawrie Policy on Black Listing

Introduction

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

B.2.3 Exceptional Cases:

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

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

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

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

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

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

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

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

C Effect of banning on other ongoing contracts/tenders

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

D. Procedure for Suspension of Bidder

D.1 **Initiation of Suspension**

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

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

D.2 **Suspension Procedure:**

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

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

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.
- (viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
- (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

ANNEXURE :XII

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:

Tender No. 0100PM1827 dated 26.03.2021

“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.

XIII - (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,

XIII (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 performance security 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.

XIII (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,