



SBU – Industrial Packaging,
5, J. N. Heredia Marg, Ballard Estate,
Mumbai – 400001, India
Tel. No. 091 – 022 – 66258181
Fax No. 091 – 022 – 66258200

NOTICE INVITING TENDER

Tender No. 0100LM1972 Dated 05-10-2021

Due date of Tender : 15-10-2021 at 16:00 hrs.
Opening of Price Bid : 15-10-2021 at 16:05 hrs.

Online single Bid e-Tender bid is invited from Approved Registered Domestic Suppliers for supply of “Cold Rolled (CR) Steel coil/sheets & GP Steel Coils for STEEL DRUM (BARREL)” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>

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

Contact details

Balmer Lawrie & Co.Ltd. SBU-Industrial Packaging, 5, J .N. Heredia Marg, Ballard Estate Mumbai – 400 001	C1 India Pvt.Ltd. 603, Coral Classic, 20 th Road, Near Ambedkar Park, Chembur Mumbai – 400 071
Contact Persons: 1. Amlan Gupta, Mob 09987499905 Land Line No. 022 66258188 e.mail: gupta.amlan@balmerlawrie.com 2. Mr. Sanket Thakur, Mob 09967524819 Land Line No. 022 66258209 e.mail: thakur.ss@balmerlawrie.com	Contact Person 1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com 2. Mr.Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday) 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday- Saturday) 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644 Escalation level 1 – Mr. Tuhin Ghosh,Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com Level 2 -Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

1. Introduction

Balmer Lawrie & Co. Ltd. is a leading manufacturer of steel barrels in India. The company buys about 1,00,000 MT of CR Steel Coils/Sheets annually for barrel manufacturing. We have a requirement of CR Steel Coils/Sheet and GP Steel coils of Approx. **7,000 MT (+/- 10%)**, CR Steel Coil/Sheets for Barrel Manufacturing for our various plants located at IP Silvassa, IP Taloja (Navi Mumbai), IP Asaoti, IP Chennai, IP Chittoor, IP Vadodara (Coils/CTL) for delivery to our various plant and GP Steel at IP Asaoti for the month for Nov'21 as per requirement.

A. Instructions for bidders

1. Please Refer to Annexure – II for Technical Specifications.
2. The tender is invited in **Single-Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Price Bid**.
3. All documents required in the tender to be submitted online.
4. Important points to be noted

4.1 Due date for submission of bids : 15-10-2021 at 16:00 hrs.

4.2 Price Bid opening : 15-10-2021 at 16:05 hrs.

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

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

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

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

The successful bidder will be the Supplier.

The delivery will be to our plants in Navi Mumbai (Taloja), Silvassa, Asaoti, Chennai, Chittoor and Vadodara (Coils/CTL).

This document is the Tender.

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

Bidders to note the Bid Rejection Criteria as detailed in Clause no. 8

This is a Limited Tender and response from approved registered Domestic Suppliers alone will be accepted, and that other interested Suppliers may seek to register with the company and subject to fulfillment of the registration process, registration shall be confirmed, and would be considered for participating in the subsequent Tenders. Price bid of such vendors will not be considered for commercial evaluation and determination of L1 rates.

For supply of ECL Steel coated with DOS-A oil to IP – Navi Mumbai, bids will be considered only from those suppliers whose material has been approved by IP – Navi Mumbai. Other bidders will be considered for trials at BL's discretion. For bidders who has been awarded trial order in the past, and the final trial results are pending, bids submitted by those bidders will not be considered for commercial evaluation and determination of L1 rates.

Format of Tender

Tender documents consists of:

Sr. No.	Contents	Annexure
1	General Information	I
2	Scope of Supply	II
3	Special Terms and Conditions	III
4	General Terms and Conditions	IV
5	Price Bid	V
7	GST Compliance	VI
8	Format for GST Details	VII
9	Conditions for online bid submission	VIII
11	Supplier Code of Conduct	IX
12	Integrity Pact	X
13	<u>"Purchase Preference to Make in India and MSE Supplier-</u>	XI

5. The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

6. Late Bids

Any bid received after the submission deadline will be declared 'Late' and rejected and will remain unopened

7. Bid Validity

The offer shall remain valid for acceptance for a period of 30 working days from the date of opening of the Price Bid.

8. Bid Rejection Criteria

A bid may be rejected if

- i. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance of the work.
- ii. **Bidder fails to quote for the full quantity specified for each Grade / Location / Plant.**
- iii. Conflict of interest between the bidder and the Company is detected at any stage.

ANNEXURE – I

GENERAL INFORMATION

This tender document is prepared to define the scope of activities/supplies. All pages of this document issued at the time of execution, shall form the integral part of the contract.

TENDERER SHALL SUBMIT FOLLOWING INFORMATION:

- Confirmation on the scope as detailed out in this tender.

Corrigendum to tender:

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

**SCOPE OF SUPPLY [SPECIFICATION] for ECL (DOS-A OIL COATED)
“Cold Rolled (CR) Steel”**

Specification of Cold Rolled (CR) Steel coil (ECL Quality) DOS-A Oiled for STEEL DRUM (BARREL)	
For NAVI MUMBAI [TALOJA] PLANT	
Size & Thickness	BODY COIL 0.70MM X 920/933MM; BODY COIL 0.90MM X 913MM; BODY COIL 0.97MM X 913/1050MM; BODY COIL 1.20MM X 910/1050MM; END COIL 0.90MM X 1220MM; END COIL 0.97MM X 1220MM; END COIL 1.20MM X 1220MM;
Specification	Cold Rolled Steel in accordance with IS-513: 2008, 'D'Grade quality, mild steel, Oiled, suitable for drum manufacturing (body or ends, as specified) The steel should be coated with DOS-A oil coating. The oil level should be controlled properly for lacquering/painting of MS Drums without any cleaning or pre-treatment for DOS-A oil coated steel.
Composition	Composition should be suitable for the manufacture and assembly of barrel components.
Hardness	For drum body coils (913mm/910mm/1050mm width) HRB 56 (±5)
	For drum end coils (1220mm width) HRB 50 (±5)
Thickness Tolerance	+0.03/-0.03mm along the full length of the coil
Electrical resistance	Suitable for resistance seam lap welding with an AC welding process
Surface Cleanliness	The steel must be free from pinholes & lamination and other surface defects such as scale, rust, water, sensitive residues, contaminants, black patches, blisters, pitting, porosity, cracked or tom edges, serrated edge that will impair the quality of steel drums. There should be no marking on any part of the steel surface. Steel should be Electrolytically [ECL] clean steel.
Corrosion Resistance/Paint Adhesion	Suitable for spray painting or lacquering without pre-cleaning or any other pre-treatment / degreasing and surface treatment.
Oiling	40 – 80 mg/sqm/side
Width Tolerance	-0MM/+1MM
Diagonal Variation for Sheets	Should not be more than 1mm
Flatness	Flatness after decoiling to be better than 4mm over 1800mm length in length direction, no variation along width
Welding	Weld joints in the Coils are not acceptable.
Coil Weight	Body- 6 MT – 13.5 MT, END – 8MT-13.5MT
Coil ID	Core: Horizontal, of Diameter 508 mm for IP Navi Mumbai.
Winding	With maximum deviation of 10mm in regularity of superimposed laps in coil
Packing	Standard land worthy, to prevent any penetration of moisture and formation of rust, to guarantee to be free from dust and rust contamination, edge damage
Markings	A) Ordered thickness B) Ordered width C) Gross Weight (kgs) D) Net weight (kgs) E) Coil identification number F) Coil winding Direction G) Location of Trailing edge

Inspection certificate/ Test report must mention the following	<ol style="list-style-type: none">1. Coils identification number2. Yield Stress MPa or (N/mm²)3. Tensile Strength MPa or (N/mm²)4. Elongation(%)5. Hardness (HRB)6. Chemical Composition7. BIS Logo
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NOTE: The above specs are indicative, however, the final Technical Delivery Condition (TDC) will be as per the previous approved specification / supplies or mutually signed TDC with successful bidder based on their plant capabilities & issued with Purchase Order.

Any deviations to the Tender Specifications need to be intimated to Balmer Lawrie by the Vendor and their bid shall be considered for commercial evaluation only after acceptance of deviations by Balmer Lawrie.

SCOPE OF SUPPLY [SPECIFICATION] for ECL (REGULAR OIL)

“Cold Rolled (CR) Steel”

Specification of Cold Rolled (CR) Steel coil /sheets (ECL Quality) Normal Oiled for STEEL DRUM (BARREL)	
For SILVASSA, ASAOTI, CHENNAI, CHITTOOR, VADODARA PLANT	
Size & Thickness	BODY COIL 0.60MM X 876MM; BODY COIL 0.70MM X 920/933MM; BODY COIL 0.77MM X 920/933MM; BODY COIL 0.80MM X 920/933MM; BODY COIL 0.90MM X 913MM; BODY COIL 0.97MM X 913MM; BODY COIL 1.20MM X 910/914MM; END COIL 0.60MM X 1120MM; END COIL 0.90MM X 1220/1315MM; END COIL 0.97MM X 1220/1315MM; END COIL 1.20MM X 1220/1315MM; END COIL 1.50MM X 1220/1315MM; BODY SHEET 0.70MM X 920MM X 1800MM; BODY SHEET 0.77MM X 920MM X 1800MM; BODY SHEET 0.80MM X 920MM X 1800MM; BODY SHEET 0.97MM X 913/1005MM X 1800MM; BODY SHEET 1.20MM X 910MM X 1800MM; END SHEET 0.97MM X 1315MM X 658MM; END SHEET 1.20MM X 1315MM X 658MM;
Specification	Cold Rolled Steel in accordance with IS-513: 2008, 'D' Grade quality, mild steel, Oiled, suitable for drum manufacturing (body or ends, as specified) The steel should be coated with Regular oil.
Composition	Composition should be suitable for the manufacture and assembly of barrel components.
Hardness	For drum body coils (913mm - 1050mm width) HRB 56 (±5)
	For drum end coils (1220mm - 1315mm width) HRB 50 (±5)
Thickness Tolerance	+0.03/-0.03mm along the full length of the coil
Electrical resistance	Suitable for resistance seam lap welding with an AC welding process
Surface Cleanliness	The steel must be free from pinholes & lamination and other surface defects such as scale, rust, water, sensitive residues, contaminants, black patches, blisters, pitting, porosity, cracked or tom edges, serrated edge that will impair the quality of steel drums. There should be no marking on any part of the steel surface. Steel should be Electrolytically [ECL] clean steel.
Corrosion Resistance/Paint Adhesion	The surface quality of the steel must be such that it can achieve an excellent paint adhesion and the RA Value should be 0.8 to 1.6. The drum exterior is to be coated with stoving barrel enamel paint while interior of the drum may remain as it is or coated with lacquer internally or electro galvanizing as per our requirement. Thus steel surface must be suitable to fulfill all such requirements.
Oiling	The steel should be coated with Regular Oil at appropriate levels 500 – 800 mg/sq mtr. both side.
Width Tolerance	-0MM/+1MM
Length Tolerance (for Cut Sheets of 660MM & 1800MM)	-0MM/+1MM
Diagonal Variation for Sheets	Should not be more than 1mm
Flatness	Flatness after decoiling to be better than 4mm over 1800mm length in length direction, no variation along width
Welding	Weld joints in the Coils are not acceptable.
Coil Weight	Body- 6 MT – 13.5 MT, END – 8MT-13.5MT
Coil ID	Core: Horizontal, of Diameter 508 mm (for Silvassa) Core: Horizontal, of Diameter 610 mm (for other plants)
Winding	With maximum deviation of 10mm in regularity of superimposed laps in coil

Packing	Standard land worthy, to prevent any penetration of moisture and formation of rust, to guarantee to be free from dust and rust contamination, edge damage
Markings	A) Ordered thickness B) Ordered width C) Gross Weight (kgs) D) Net weight (kgs) E) Coil identification number F) Coil winding Direction G) Location of Trailing edge
Inspection certificate/ Test report must mention the following	1. Coils identification number 2. Yield Stress MPa or (N/mm ²) 3. Tensile Strength MPa or (N/mm ²) 4. Elongation(%) 5. Hardness (HRB) 6. Chemical Composition 7. BIS Logo

NOTE: The above specs are indicative, however, the final Technical Delivery Condition (TDC) will be as per the previous approved specification / supplies or mutually signed TDC with successful bidder based on their plant capabilities & issued with Purchase Order.

Any deviations to the Tender Specifications need to be intimated to Balmer Lawrie by the Vendor and their bid shall be considered for commercial evaluation only after acceptance of deviations by Balmer Lawrie.

The supplies to Silvassa plant should be made in 20 Ft trailers only.

SCOPE OF SUPPLY [SPECIFICATION] for G P STEEL COILS – ZERO SPANGLE

Specification of G P Steel Coils – Zero Spangle for STEEL DRUM (BARREL)	
For IP ASAOTI	
Sl. No.	Description
I	Product Specification G P Steel in accordance with IS-277 'D' Hot Dipped Galvanized, Skin Pass & Chromated, uncoiled. Coating Thickness 120gsm with ZERO spangle
II	Physical Properties – Tensile Strength: 270 – 410 Mpa Yield Stress: 280 Mpa Max. Elongation %: 28 Min Hardness: 50 (+/-) 5 HRB Bend Test: Must Pass
III (a)	0.97MM (+0.03/-0.03) aiming to achieve the nominal thickness of 0.97mm
III (b)	1.2MM (+0.03/-0.03) aiming to achieve the nominal thickness of 1.2mm
III (c)	1.25MM (+0.03/-0.03) aiming to achieve the nominal thickness of 1.25mm
III (d)	1.50MM (+0.03/-0.03) aiming to achieve the nominal thickness of 1.50mm
IV	Steel must be suitable for electrical resistance seam welding after removing Zinc Coating.
V	The steel must be free from pinholes & lamination and other surface defects. Steel surface should be perfectly clean.
VI	The tolerance in width of size of coil is (+1/-0)mm .
VII	Variation in flatness along the width is not allowed. Variation in flatness along the length is permissible upto 5mm over 2000mm.
VIII	Coil Weight: 12 to 14 MT
IX	Inside diameter: 610 mm for 910/914/1315 mm coils
X	Winding Variations: 10mm Max as measured between the innermost and outermost layers.
XI	ROHS certification - The material supplied should be ROHS Certified and the certificate should be produce as and when demanded by Balmer Lawrie.
XII	Markings A) Ordered thickness B) Ordered width C) Gross Weight (kgs) D) Net weight (kgs) E) Coil identification number F) Coil winding Direction G) Location of Trailing edge
XIII	Inspection certificate/ Test report must mention the following 1. Coils identification number 2. Yield Stress MPa or (N/mm ²) 3. Tensile Strength MPa or (N/mm ²) 4. Elongation(%) 5. Hardness (HRB) 6. Chemical Composition 7. BIS Logo
XIII	Packing: Standard land worthy, to prevent any penetration of moisture and formation of rust, to guarantee to be free from dust and rust contamination, edge damage

CRCA Coils/ Sheets BILL OF SIZES:-

MATERIAL DESCRIPTION	PLANT	QUALITY	Nov'21
BODY COIL 0.90MM X 913MM DOS-A	NAVI MUMBAI	ECL - DOS-A	500
BODY COIL 0.97MM X 920MM DOS-A	NAVI MUMBAI	ECL - DOS-A	125
END COIL 0.90MM X 1220MM DOS-A	NAVI MUMBAI	ECL - DOS-A	205
BODY COIL 0.97MM X 913MM DOS-A	NAVI MUMBAI	ECL - DOS-A	790
END COIL 0.97MM X 1220MM DOS-A	NAVI MUMBAI	ECL - DOS-A	370
BODY COIL 1.20MM X 910MM DOS-A	NAVI MUMBAI	ECL - DOS-A	190
END COIL 1.20MM X 1220MM DOS-A	NAVI MUMBAI	ECL - DOS-A	220
NAVI MUMBAI TOTAL			2400
BODY COIL 0.90MM X 913MM ECL	SILVASSA	ECL - RPO	85
END COIL 0.90MM X 1220MM ECL	SILVASSA	ECL - RPO	55
BODY COIL 0.97MM X 913MM ECL	SILVASSA	ECL - RPO	875
END COIL 0.97MM X 1220MM ECL	SILVASSA	ECL - RPO	390
BODY COIL 1.20MM X 910MM ECL	SILVASSA	ECL - RPO	535
BODY COIL 1.20MM X 914MM ECL	SILVASSA	ECL - RPO	40
END COIL 1.20MM X 1220MM ECL	SILVASSA	ECL - RPO	365
SILVASSA TOTAL			2345
BODY SHEET 0.90MM X 913MM X 1800MM ECL	VADODARA	ECL - RPO	40
END SHEET 0.90MM X 1315MM X 660MM ECL	VADODARA	ECL - RPO	30
BODY SHEET 0.97MM X 913MM X 1800MM ECL	VADODARA	ECL - RPO	140
END SHEET 0.97MM X 1315MM X 660MM ECL	VADODARA	ECL - RPO	85
BODY SHEET 1.20MM X 1005MM X 1800 MM ECL	VADODARA	ECL - RPO	30
VADODARA TOTAL(Cut to Length Sheet)			325
BODY COIL 0.90MM X 913MM ECL	VADODARA(Coils)	ECL – RPO	40
END COIL 0.90MM X 1315MM ECL	VADODARA(Coils)	ECL – RPO	30
BODY COIL 0.97MM X 913MM ECL	VADODARA(Coils)	ECL – RPO	140
END COIL 0.97MM X 1315MM ECL	VADODARA(Coils)	ECL – RPO	85
BODY COIL 1.20MM X 1005MM ECL	VADODARA(Coils)	ECL – RPO	30
VADODARA TOTAL(Coil)			325
END COIL 0.90MM X 1315MM ECL	ASAOTI	ECL - RPO	30
BODY COIL 0.90MM X 913MM ECL	ASAOTI	ECL - RPO	140
BODY COIL 0.97MM X 913MM ECL	ASAOTI	ECL - RPO	295
END COIL 0.97MM X 1315MM ECL	ASAOTI	ECL - RPO	190
BODY COIL 1.20MM X 910MM ECL	ASAOTI	ECL - RPO	90
END COIL 1.20MM X 1315MM ECL	ASAOTI	ECL - RPO	75
ASAOTI TOTAL (ECL)			820
BODY COIL 0.97MM X 914MM (GP)	ASAOTI(GP)	ECL - RPO	25
BODY COIL 1.20MM X 910MM (GP)	ASAOTI(GP)	ECL - RPO	25
END COIL 1.25MM X 1315MM (GP)	ASAOTI(GP)	ECL - RPO	50
ASAOTI TOTAL (GP)			100
BODY COIL 0.90MM X 913MM ECL	CHENNAI	ECL - RPO	25
END COIL 0.90MM X 1315MM ECL	CHENNAI	ECL - RPO	50
BODY COIL 0.97MM X 913MM ECL	CHENNAI	ECL - RPO	235
END COIL 0.97MM X 1315MM ECL	CHENNAI	ECL - RPO	120
BODY COIL 1.20MM X 910MM ECL	CHENNAI	ECL - RPO	95
END COIL 1.20MM X 1315MM ECL	CHENNAI	ECL - RPO	70
CHENNAI TOTAL			595

MATERIAL DESCRIPTION	PLANT	QUALITY	Nov'21
BODY SHEET 0.97 MM X 1265 X 635 MM ECL	CHITTOOR	ECL - RPO	30
BODY SHEET 0.97MM X 1005MM X 1798MM ECL	CHITTOOR	ECL - RPO	120
END SHEET 0.97MM X 655MM X 1310MM ECL	CHITTOOR	ECL - RPO	135
BODY SHEET 0.97MM X 913MM X 1798MM ECL	CHITTOOR	ECL - RPO	100
BODY SHEET 1.20MM X 914MM X 1798MM ECL	CHITTOOR	ECL - RPO	30
END SHEET 1.20MM X 655MM X 1310MM ECL	CHITTOOR	ECL - RPO	0
CHITTOOR TOTAL			415
GRAND TOTAL			7000
(+10%)			7700

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 "CR Steel Coils/Sheets" as per Annexure – II(A),II(B) and GP Steel II(C). Any deviations to the Tender Specifications need to be intimated to Balmer Lawrie by the Vendor.
3. Bidder should quote in the Price Bid format. Your quotation should contain all the elements such as Basic rate, Freight, SGST/UGST and CGST or IGST as applicable and bidder should ensure that the quoted price given by you should be lowest available price in the steel barrel market during the tender period.
4. The tenderer is expected to quote in accordance with the terms and conditions of the Company. Printed Standard conditions which may accompany the quotation of the tenderer will not be acceptable.
5. **Delivery period** – The materials ordered to be delivered to BL plants strictly as per the delivery schedule specified in the Purchase Orders for Nov'21 for CRCA steel Coils/Sheets and GP Steel as per Company's requirement. The schedule is given for the supply period based on projections and BL reserves the right to modify the schedules at time closer to the period based on the actual consumption and market conditions, which will be binding on the successful bidders.
6. **Test & Performance Certificates** – The suppliers shall furnish Material Test Certificates with IS:513_2008 BIS logo along with the challans and invoices for CR Steel and IS-277 'D' for GP Steel along with the challans and invoices
7. **Guarantee / Warranty** – Material supplied shall be guaranteed against manufacturing and or material defects for 90 days from the date of dispatch. Defects found, if any during the period, will be reported to, and the same should be addressed promptly and complaint settled by next 30 days.
8. **Tender Evaluation**

Please note that the evaluation and award for this tender would be finalized on the basis of Composite Lowest Net Delivered Value (NDV) separately for each locations IP Taloja, IP Silvassa, IP Asaoti, IP Chennai and IP Chittoor. However evaluation for IP Vadodara (Coils), Vadodara (CTL) and GP Steel at IP Asaoti will be done individually for arriving at the composite net delivered value (NDV).
9. BL reserves the right to accept any tender in whole or in part and reject any or all tenders. BL is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. BL reserves the sole right to increase or decrease the overall tender quantity by 10% or as may be required based on market condition. BL reserves the right to increase or decrease the quantities of any sizes or include any new size within thickness of 0.50MM to 0.65MM and 0.70MM to 1.50MM and width 450MM to 1315MM at the same price as mentioned in the price bid, as may be required during the execution of the order.

BL will reserve right to accept the prices for IP Vadodara quantities either in coil form or sheet form and accordingly award the contract to lowest Bidder.
10. **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. Lowest bidder will be decided on Composite Net Delivered Value Location wise IP Taloja, IP Silvassa, IP Asaoti, IP Chennai and IP Chittoor. For Vadodara (Coils), Vadodara (CTL) and GP Steel at IP Asaoti separately as detailed in Clause No. 8 above.**

11. Packing & Marking

The item should be packed to protect from water ingress and should not be exposed to heat. It should be so packed to withstand the hazards normally encountered with the means of transport, including loading and unloading operation. The successful bidder shall be held liable for all damages to the item due to defective or insufficient packing. Each Coil must have water proof metal packing so as to withstand ingress of rainy water and to avoid any damage during Road / Rail transportation.

12. Dispatch Instructions

Unless otherwise specifically advised in writing, the goods shall not be dispatched without prior receipt of purchase order issued by BL. The supplies to Silvassa plant should be made in 20 Ft trailers only unless otherwise advised.

13. Transit Insurance

Insurance will be arranged by the supplier

14. Rejection

If, as a result of inspection, examination or testing, M/s. Balmer Lawrie's Representative decides that any material is defective or otherwise not in accordance with the contract, M/s. Balmer Lawrie's representative may reject such material and shall notify the Vendor within 90 days of receipt of material at site. The Vendor shall then investigate the material within 15 days from the date of complaint. If rejections are found to be genuine, the Vendor shall lift and replace with fresh material at the original supplied rate within next 15 days, else, BL reserves the right to go ahead with risk purchase from other supplier and recover the differential cost.

The payment of the rejected steel would be adjusted from the due payments if the complaint is not settled by the vendor within 30 days from the date of lodging the complaint wherever the rejection are found to be genuine and mutually accepted.

BL may at its discretion send samples of steel supplied, to a third party laboratory for testing of the properties including oil levelling to ascertain confirmation to the agreed specification.

15. Delivery Compliance

The bidders should endeavor delivery of 100% of the ordered quantity. However in the event of total supplies effected falls short of 90% of the ordered quantity, within the contract period, BL reserves the right to prevent the bidder from participating in any or specified number of future BL Tenders.

16. Unloading and stacking of material at BL Plant site will be arranged by Balmer Lawrie & Co. Ltd.

17. In case of unsatisfactory performance of the successful bidder(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 prevent the bidder from participating in any or specified number of future BL Tenders.

ANNEXURE – IV

GENERAL TERMS & CONDITIONS

1. Introduction

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

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

2. Scope of Supply

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

3. Reference for Documentation

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

4. Confirmation of Order:

The successful bidder shall acknowledge the receipt of purchase order within 2/3 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions.

5. Submission of tender will mean that the bidder 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.

6. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 30 days** (excluding the due date) from the date of opening of the tender.

7. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior written consent.

8. PAYMENT TERMS

Our payment terms are as follows:

Payment for the accepted material will be made on the 37th day from the date of invoice. Payments shall be made from the location of delivery.

Consignment should be accompanied by valid documents such as Invoice as per GST tax structure, Lorry Receipt/GR, and Inspection Release Note (if any) along with Test Certificates, Guarantee Certificate and other relevant documents. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.

9. QUANTITY ALLOCATION

The location wise order will be split between the L1 & L2 parties in the ratio of 70:30 provided the L2 party matches the L1 rates, except for GP Steel at IP Asaoti where allocation will be 100% to L1 bidder. In case L2 tenderer does not agree to match the rates with L1 rates, then L3 tenderer and so on would be approached to match the L1 rates. In case L2, L3 and balance tenderers do not agree to match L1 rates, then 100% order will be placed on L1 party. In the event where there is more than one L1 bidder, then the total tender quantity for that location will be distributed equally between the L1 bidders. In case of tie in L2 position, 30% of the tender quantity will be allocated in 50:50 ratio between the tied up bidders.

For GP Steel at IP Asaoti 100% order will be allocated to L1 bidder.

Where ever the Tender quantity for a particular thickness / size is less than 50MT, the full tendered quantity will be awarded to L1 bidder, and proportionate quantity adjusted from other sizes of the L2 bidder in order to maintain the 70:30 ratio.

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

11. **The spill over quantity, if any, may be carried forward beyond the contractual period only at BL's discretion.**

12. **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. Ltd. 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.

12.1 Dispute between Public Sector Organizations:

Any dispute or difference between the parties hereto arising out of any notified claim of the Contractor in terms of hereof and/or arising out of any amount claimed by the Owner (whether or not the amount claimed by the Owner or any part thereof shall have been deducted from the Final Bill of the Contractor or any amount paid by the Owner to the Contractor in respect of the work) which cannot be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government, shall be referred to arbitration of one of the arbitrators to be nominated by Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act, 1996 (26 of 1996) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute, provided, however, that any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary, as the case may be, whose decision on the appeal shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

12.2 Dispute with foreign parties:

12.2.1 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, either directly or indirectly, which cannot be settled by the Parties hereto, shall be finally decided by arbitration in accordance with the UNCITRAL rules of arbitration existing at the date thereof, except that in case of any conflict between the provisions of such rules and the provisions of this Agreement, the latter shall govern.

12.2.2 There shall be three arbitrators; one of the arbitrators will be nominated by each of the Parties and the third (who shall act as Chairman) shall be appointed by agreement between the Parties and failing such agreement shall be appointed by agreement between the nominated arbitrators and failing such agreement shall be appointed in accordance with the UNCITRAL rules or if rules do not provide for an appointing authority, then the appointing authority shall be as provided in accordance with the appointing procedures of the International Chamber of Commerce, Paris, France; otherwise, the arbitration shall be instituted in accordance with the UNCITRAL rules.

12.2.3 The arbitration, including the rendering of the award, shall take place in New Delhi. The language to be used in the arbitration shall be English.

12.2.4 Any decision or award of the arbitrators shall be based solely on the provisions of this Agreement, provided, however, that to the extent that the subject matter for the decision or award is not provided for in such provisions, it shall be based on the substantive and procedural law of India, excluding its conflicts of law provisions. The arbitrators shall not be requested nor shall they have the power to render any decision or award except as provided in the preceding sentence. Cost of arbitration shall be shared equally by the Parties.

12.2.5 Judgement upon the award rendered shall be enforceable in any court having competent jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

12.2.6 This agreement shall be governed by the laws of India.

12.2.7 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the Contractor shall continue and to be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or works be determined by the Owner) and the Contractor shall remain liable and bound in all respects under the Contract

13. FORCE MAJEURE CLAUSE

Only the following shall be considered as "Force Majeure" if they intervene before the contractual delivery date and impede performance: Acts of God, Wars, Revolutions and Official Strikes.

14. Control Regulations

Successful bidder warrants that all goods/materials covered by this order have been produced, sold, dispatched, 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.

15. Testing and Inspection

Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.

It must be noted that it is incumbent upon the company to check and test each and every unit of the material. The Company shall make only random checks in accordance with the inspection procedure. The tenderer should therefore take note of all requirements before submission of tender. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

16. Relaxation of Tender Terms & Conditions

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

17. Delivery

The bidder shall try to complete the delivery as mentioned in the scope of work/call-up's/purchase order/weekly schedule as may be provided time to time within the stipulated time period. The tenderer will note the destination of the material as indicated in individual call up's/orders/weekly schedules.

Any spill over quantities / undelivered quantities can be uplifted beyond the contract period, at the same rates and terms and conditions, with mutual agreement between the buyer and seller.

18. Risk Purchase

In the event of delay in delivery/ short supply as against the work/call-up's/purchase order/weekly schedule, BL reserves the right to source the equivalent quantity from any of the other bidders, at a mutually agreed price/ market price, and reducing the equivalent quantity from the defaulting L1 or L2 bidder's. The differential price between the L1 price/ordered price and at the price at which BL would source the short supplied/delayed quantities from other suppliers will be recovered from the payables due to defaulting L1 or L2 supplier.

19. Price Basis

Rates to be quoted on "Delivered at Plant basis" as per price bid format for Domestic Suppliers, separately indicating Basic Price in Rs. per unit, Freight, GST % (SGST/UGST and CGST or IGST as applicable) etc. during Priced bid submission stage. Transit Insurance to be included in the base price.

Unless otherwise agreed to in terms of the purchase order, the price shall be:

Firm and not subject to escalation for any reason whatsoever till execution of entire order. However, all other statutory levies introduced by the statutory authorities during the contract period shall be payable extra by BL. Any increase/decrease in statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BL account. If the material is not supplied within the delivery period, then any increase in the statutory levies shall be to Vendor Account.

20. 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 :

- The bidder fails to comply with any material term of the Contract.
- The bidder informs BL of its inability to deliver the item within the stipulated Delivery Period or such inability otherwise becomes apparent.
- The bidder fails to deliver the item within the stipulated Delivery Period and / or to replace / rectify any rejected or defective material promptly.
- The bidder becomes bankrupt or goes into liquidation.
- The bidder makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the bidder.
- 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 discontinue the supply as per the purchase order.

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. BL reserves the right to recover such loss from any outstanding payment to the bidder towards previous supplies.

I/We accept all your terms and conditions as stated above.

By accepting the clause "Vendor Undertaking" in the tender base information of the online bid submission, it is understood that:

- a) Bidder has read and understood the tender document and agrees to fully abide by the terms & conditions mentioned herein.
- b) Bidder is fully aware of the technical specifications and agrees to supply as per the specifications without any deviations thereto.

ANNEXURE – V(A)

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		NAVI MUMBAI	NAVI MUMBAI
	Material Description	Steel Coils	0.60MM to 1.25MM X 910MM to 1050MM	0.70MM to 1.50MM X 1220MM to 1315MM
A.	Quantity		1605	795
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

ANNEXURE – V(B)

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		SILVASSA	SILVASSA
	Material Description	Steel Coils	0.70MM to 1.25MM X 910MM to 1050MM	0.70MM to 1.50MM X 1220MM to 1315MM
A.	Quantity		1535	810
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

Sl. No.	Description		ASAOTI	ASAOTI
	Material Description	Steel Coils	0.70MM to 1.25MM X 450MM to 1050MM	0.70MM to 1.50MM X 1220MM to 1315MM
A.	Quantity		555	265
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

Sl. No.	Description		CHENNAI	CHENNAI
	Material Description	Steel Coils	0.60MM to 1.25MM X 910MM to 1050MM	0.70MM to 1.50MM X 1220MM to 1315MM
A.	Quantity		355	240
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

Sl. No.	Description		CHITTOOR	CHITTOOR
	Material Description	Steel Sheets	0.70MM to 1.25MM X 910MM to 1050MM X 1800MM	0.70MM to 1.50MM X 1315MM X 658MM
A.	Quantity		280	135
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

Sl. No.	Description		VADODARA(CTL)	VADODARA(CTL)
	Material Description	Steel Sheets	0.60MM to 1.25MM X 910MM to 1050MM X 1800MM	0.60MM to 1.50MM X 1315MM X 658MM
A.	Quantity		210	115
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

PRICE BID FORMAT – to be filled by BIDDER ON LINE

Sl. No.	Description		VADODARA(COILS)	VADODARA(coils)
	Material Description	Steel Coils	0.60MM to 1.25MM X 910MM to 1050MM	0.60MM to 1.25MM X 910MM to 1050MM
A.	Quantity		210	115
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

GP Steel at IP Asaoti :-

Sl. No.	Description		ZERO SPANGLE	ZERO SPANGLE
	Material Description		0.97MM to 1.25MM X 910MM to 1050MM	0.97MM o 1.5MM X 1220MM to 1315MM
A.	Quantity		50	50
B.	UOM		MT	MT
C.	Basic + Freight	Input by Seller		
D.	SGST / UGST %	% of (C)		
E.	CGST %	% of (C)		
F.	IGST %	% of (C)		
G.	Total landed price	(C+D+E) or (C+F)		
H.	Less GST	(D+E) or F		
I.	Net Landed Price	(G-H)		
J.	Net Landed Value	(A X I)		

GST Compliances

1. Vendor to comply with all requirements under GST and provide their GST Registration details as per Annexure – VII attached if not provided already.
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.

Annexure - VII

Format for GST Details

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/SA Code for Supply/Service	
21	GST rates (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 – VIII

CONDITIONS FOR ONLINE BID SUBMISSIONI

Pre-Requisites Before Login to System(Software requirements.)

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

Operating System:

- Windows 2000 Professional
- Windows XP

Browser Version:

- Internet Explorer Versions 6.0 SP2 and above

Java Component:

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

Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on

e.Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

Registration with e.Procurement platform:

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

Contact Nos. and email IDs for C1 India helpdesk officers

1. Ms. Ritu Patil (Mumbai), +91-0124-4302000 (Ex-236) (Monday-Friday) ritu.patil@c1india.com
 2. Mr. Tirtha Das , Mob: 9163254290 , email id tirtha.das@c1india.com (Kolkata/ Monday – Friday)
 3. Mr. CH Mani Shankar 6374241783 email: chikkavarapu.manisankar@c1india.com (Chennai/ Monday-Saturday)
 4. Helpdesk Support (Kolkata) Email : blsupport@c1india.com (Monday-Saturday) 8017272644
- Escalation level 1**– Mr. Tuhin Ghosh, Mob.+91-8981165071 Email – tuhin.ghosh@c1india.com **Level 2** -Mr. Sandeep Bhandari sandeep.bhandari@c1india.com +91-8826814007

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.

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

Disclaimer Clause:

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

ANNEXURE IX

SUPPLIER CODE OF CONDUCT

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

The supplier declares herewith:

Legal Compliance

- To comply with the laws of the applicable legal system(s).

Prohibition of corruption and bribery

- To tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

Respect for the basic human rights of employees

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- To prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

Prohibition of child labor

- To employ no workers under the age of 18;

Health and safety of employees

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- To provide training and ensure that employees are educated in health and safety issues;
- To set up or use a reasonable occupational health & safety management system;

Environmental Protection

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

Supply Chain

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

ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS AND TAX DETAILS

Address	Tax Information
Balmer Lawrie & Co Ltd (1030) SBU – Industrial Packaging Survey no. 23/1/1, Khadoli Silvassa (UT of Dadra Nagar & Haveli) – 396230 Ph - 0260-2649044, Fax – 0260-2699045	Provisional ID Number: 26AABCB0984E1ZX
Balmer Lawrie & Co Ltd (1050) SBU – Industrial Packaging Vill: Piyala, PO Asaoti Faridabad (Haryana) – 121102 Ph - 0129-2205073, Fax – 0129-2215090	Provisional ID Number: 06AABCB0984E1ZZ
Balmer Lawrie & Co Ltd (1070) SBU – Industrial Packaging 32, Sattangadu Village, Manali Chennai (Tamil Nadu) – 600068 Ph - 044-25941438, Fax - 044-25941156	Provisional ID Number: 33AABCB0984E1Z2
Balmer Lawrie & Co Ltd (1090) SBU – Industrial Packaging 62, Patnam Village, Araconda Road Chittoor (Andhra Pradesh) – 517131 Ph - 08573-281077, Fax No. – 08573-281088	Provisional ID Number: 37AABCB0984E1ZU
Balmer Lawrie & Co Ltd (1150) SBU – Industrial Packaging G 15,16,17, MIDC, Taloja, District – Raigad (Maharashtra) – 410208 Ph – 022-27412660	Provisional ID Number: 27AABCB0984E1ZV
Balmer Lawrie & Co Ltd. Plot No. 727, GIDC Savli Industrial Area, Vadodara, Gujarat. 391775 Mr.Subhash Tiwari -9601649295 Mr.Abhay 9748414135	Provisional ID Number: 24AABCB0984E1Z1

Annexure -X

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 **“Supply of CR Steel/sheets and GP Steels.**

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 – X (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 - X (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)

(Office Seal)

Place -----

Date -----

Witness 1 :
(Name & Address)

(For & On behalf of Bidder/
Contractor)
(Office Seal)

Witness 2 :
(Name & Address)

Note -

As per CVC guideline below are the Independent External Monitors related to integrity pact.

1. Shri Brij Mohan Kohli
M-88 Ground Floor, GK 2 , New Delhi -110048
Contact No 9868896899
brijmkohli@gmail.com
2. Dr Bibhuti Bhusan Pattanaik
302, New Shivalik CGHS , Plot No 4, Sector -51
Gurgaon 122002 (Haryana)
Contact No : 9818372724
Pattanaik181@yahoo.com

ANNEXURE: X(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: XII(B)

Balmer Lawrie Policy on Black Listing

Introduction

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

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

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

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

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

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

A. Definitions

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

Contd../2..

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

B.2.3 Exceptional Cases:

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

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

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

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

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

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

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

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

C Effect of banning on other ongoing contracts/tenders

C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders

C.2 However, if such an agency is already executing other order(s)/contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :

C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para 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

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

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.

“Purchase Preference to Make in India and Restrictions on Ground of Defense of India and national Security

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

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

Definitions: for purpose of the above order.

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

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

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

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

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

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

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

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

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

- Among all qualified bids, the lowest bid will be termed as L1.

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

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

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 –

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.

XII (B) 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,