



**SBU – Industrial Packaging,  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 –66258215/66258209  
Fax No. 091 - 022– 66258200**

**NOTICE INVITING TENDER**

**Tender No. 0100LM0969 dated 12.12.2017**

**Due date of Tender: 22.12.2017at 17.00 hrs.**

**Opening of Technical Bid: 22.12.2017at 17.30 hrs.**

**Online Single Bid e-Tender is invited for “ Degreasing-cum-phosphating, Iron Phosphating & Passivation chemical” through Balmer Lawrie e-procurement Portal <https://balmerlawrie.eproc.in>**

**Contact details**

Balmer Lawrie & Co. Ltd.

SBU-Industrial Packaging,

5 J N Heredia , Ballard Estate

Mumbai – 400 001.

Contact Persons:

Shri A S Das - Mob-07600067189, 022 66258216, email ID: das.as@balmerlawrie.com.

Shri Amlan Gupta - Mob-09987499905, 022 66258188, email ID: gupta.amlan@balmerlawrie.com.

## 1. Introduction

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

### A. Instructions for bidders

1. Online Single bid e-Tenders are invited from reputed supplier/manufacturer who meet the Pre-Qualification criteria for supply of "Degreasing, Iron Phosphating & Passivation chemical" as per detailed specification contained in Annexure IA of this tender for our plants at Silvassa, Chennai, Chittoor and Asaoti(Faridabad)
2. **Please Refer to Annexure – I for detailed Technical Specifications**
3. The tender is invited **in Single-Bid System**. The tender document consists of **Price Bid**.
4. All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
5. Important points to be noted

5.1 Due date for submission of bids **22.12.2017 at 17.00 hrs.**

5.2 Price Bid opening **22.12.2017 at 17.30 hrs.**

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

The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**" **BL would be the Purchaser/Owner for the tendered item.**

**The successful bidder will be the Supplier.**

**This document is the Tender.**

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

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

### B. CONTENTS

#### 1. Corrigendum to tender:

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

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

## **2. Format of Tender Document**

Tender Documents consist of:

- A. Instruction for bidders
- B. Special Terms & Conditions
- C. General Terms & Conditions
- D. Annexure II – Technical Specifications for Degreasing, Iron Phosphating & Passivation Chemical & Scope of Supply.
- E. Annexure III – Price Bid.
- F. Annexure IV – Bank Details for SWIFT/RTGS Transfers
- G. Annexure V – Draft (Format for “Bank Guarantee for Security Deposit.”)
- H. Annexure VI – Conditions for Online Bid submission
- I. Annexure VII & VIIA – GST Compliances & Vendor Details

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.

## **3. Due Date for Submission of Bids supporting document & EMD DD**

E-Bidding due date and time is mentioned here under and the copies of documentary proof must be submitted to BalmerLawrie & Co. Ltd. 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India on or before **22.12.2017, 17.00 Hrs.**

## **4. Late Bids**

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

## **5. Bid Validity**

The offer shall remain valid for a period of three months from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

## **6. Bid Rejection Criteria**

A bid may be rejected if

- i. If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.

- ii. If the bidder does not meet the pre-qualification/technical criteria and/or non submission of documents specified.
- iii. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
- iv. Conflict of interest between the bidder and the Company is detected at any stage.

Bidders not registered under GST are not eligible for participating in this tender. Registered vendor to mandatorily provide the Provisional GST Number as per Annexure-VII and also provide proof of such registration. Offers received from bidders who are not registered under GST, will not be considered for any evaluation against this tender.

## 7. Clarifications

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

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

## 8. Opening of Price Bid

The Price bids will be opened on 18.12.2017 at 17.30 hrs. in the office of BL located at 5 J. N. Heredia Marg, Ballard Estate, Mumbai – 400001, India.

## 9. Complete Scope of Work

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

## 10. Tender Documents and Deviations

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

## 11. Language of Bids

The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and BL shall be written in English language only.

Any printed literature furnished by the bidder may be written in any other language **provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.**

## 12. Preparation and submission of Tender Documents

The bidders are required to fill the tender document in a format as outlined below in the E.Proc platform:

### a. Price Bid (Annexure III is Price Bid)

The Price bid should not contain any information other than the price. Duties, levies charges either as % or value as estimated by BL would be applied equally to all price bids.

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

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

### **13. Payment Terms**

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

## **C. SPECIAL TERMS & CONDITIONS**

### **1. Earnest Money Deposit (EMD)/BID BOND**

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie& Co. Ltd, payable at Mumbai for **INR 13000.00**(Rs. Thirteen thousand only)

Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank Transfer in favour of **Balmer Lawrie& Co. Ltd., payable at Mumbai, India**. The Demand Draft/Pay order has to be made from a **Scheduled Indian Bank**. **EMD can also be made directly to our Standard Chartered Bank (Account No. 222-0-526803-6, NEFT Code - IFSC "SCBL0036046) through electronic transfer and proof of transfer of funds deposited with us.** Cheque / Cash payment is **not acceptable towards EMD / Bid Bond.**

- a) OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED
- b) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- d) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

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

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

### **3. Security Deposit (SD)**

Security Deposit amount to be deposited by the successful Bidder in the form of Pay order / Demand Draft in favour of Balmer Lawrie& Co. Ltd, payable at Mumbai or Bank Guarantee **valid for 10 months** in BL's format (**Annexure VII**) only for **5% of the order value.**

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

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

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

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

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

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

**5. Validity of the Offer:**

The offer shall remain valid for a period of three months from the date of opening of the Price Bid which will be normally one month from opening of Technical Bid.

**6. Payment Terms:**

Our payment terms are as follows:

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

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

**7. STOCKS**

Successful tenderer shall maintain **8000 Kgs** in their stock point at any point of time at their own cost. The successful tenderer shall also send us in the first week of the month a monthly statement showing stock position that have been ordered for supply at different locations. We will depute our representative at your stock point in the first week of the month to inspect the stock quantity declared at your end. The Company reserves the right to inspect the quantity of Degreasing , Iron Phosphating & Passivation chemicals at the tenderer's Works.

**8. Delivery Period**

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

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

**9. Liquidated Damages**

In case, the successful bidder fails to supply the item within the stipulated period as per the Purchase Order, Liquidated Damages and not as a penalty will be imposed @ 0.50% of the value of the material, per completed week up to a maximum of 10% of the total value of the call up quantity at the sole discretion of the Tenderer.

Tenderer shall also pay to the company by way of liquidated damages and not as penalty an amount equal to loss incurred due to improper quality of Chemicals supplied subject to a maximum of 10% of the total value of the particular batch of material.

**10. Award of Contract**

**BL shall place the Purchase order on the Lowest Quoted Bidder :**

1. **Location wise Cumulative L1 would be considered on Net Delivered Value (NDV) basis and as such it would be in the interest of the bidders to quote their most competitive price.**
2. **The total PO quantity may be split location wise between L1 and L2 bidders in 70:30 ratio provided the L2 bidder matches their rates with L1 Bidder.**
3. **If L2 bidder does not agree to match price with L1, then 100% PO quantity will be awarded on L1 bidder.**
4. **If L1 price ties between two bidders, then PO quantity will be split in 50:50 ratio.**

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

#### **11. Testing / Inspection / Trial.**

- i] Sampling, testing and acceptance of the material supplied shall be carried out in accordance with the procedure prescribed by the company.
- ii] It must be noted that it is not incumbent upon the company to check and test each and every lot of Chemical. The Company shall make only random checks in accordance with the procedure stated earlier. The tenderer should therefore take note of all requirements before submission of tender. Test Certificate to accompany each supply duly certifying that the Degreasing, Iron Phosphating & Passivation chemical being supplied conform to the specifications. The final acceptance/rejection of materials will be decided at the time of actual usage in the respective Plant and it will be binding on the part of the bidder to replace the rejected quantity including the quantity used till the time of identification of quality problem.

#### **11.1 DELIVERY OF CHEMICALS**

- i) To all our plants at Silvassa, Chennai, Chittoor & Asoti (Faridabad) (addresses given as attachment) in new Plastic stackable pail/drums of 20/30/40 Kg capacity with suitable closures. Delivery schedule given from time to time for different locations should be adhered to strictly. The supplier shall complete the supplies of ordered quantities within the stipulated period. The supplier shall ensure that all delivery challans are accompanied with the test certificate.
- ii) In case the material is not supplied as per delivery schedule, or material packing received in damaged condition/leaky/underweight, such defective product are to be replaced by tenderer within 7 days of intimation. If he fails to replace, the Company reserves the right to buy the same from other tenderers who have participated in this tender, and or from domestic or international market. In such cases, the Company reserves the right to recover the extra cost, if any, incurred, from the tenderers' security and or due payment.
- iii) All costs related to unloading & stacking of material at the plant shall be at the supplier account.

#### **12. Validity of the Contract :**

The Contract if any awarded against this tender will be valid for **Six months (January'18-June'2018) or till the quantity exhausts**. The quoted price should be firm throughout the contract period, or till the completion of the ordered quantity, whichever is later. The spill

over quantity, if any, will be carried forward. The tendered quantity may be increased for further period of three months with mutual consent.

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

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

13.3 Freight/transportation charges to plant, extra at actual.

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

#### **14 Transit Risk Insurance**

Transit Risk Insurance shall be covered by the bidder from the successful bidders stock point to BL's plants.

Any failure by the bidder to do so shall place the consignment at the bidder's risk.

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

#### **D. GENERAL TERMS AND CONDITIONS**

#### **15 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.

#### **16 Scope of Supply**

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

#### **17 Reference for Documentation**

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

#### **18 Confirmation of Order**

The successful bidder shall acknowledge the receipt of purchase order within 10 days following the mailing of this order in writing or through email and shall thereby confirm his acceptance of purchase order in entirety without exceptions

#### **19 Payment Terms**

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

#### **20 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.

#### **21 Rejection of Bids**



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

## **22 Delays**

### **22.1 Delay in Bidding**

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

### **22.2 Delay in Delivery**

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

## **23 Delay due to Force Majeure**

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

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

## **24 Sub-Contracts**

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

## **25 Control Regulations**

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

## **26 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.

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

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

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

### **27. Risk Purchase**

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

### **28. Arbitration**

If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavour to settle such dispute amicably. If the dispute is not amicably resolved within a period of 30 (thirty) days from the date of receipt of such notice by a Party, the dispute shall be settled by reference to the following for resolving disputes:

Dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by Head [IP], Balmer Lawrie & Co Ltd.

The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement. In case of an Indian Company the Arbitration shall be held by the relevant machinery of arbitration appointed by Government of India (Permanent Machinery of Arbitrator-PMA) in the Department of Public Enterprises. Sole Arbitrator shall be appointed by BL.

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

## Annexure – I

### 1.0 PRODUCT DESCRIPTION

**Type of Product - Degreasing-cum-phosphating, Iron Phosphating & Passivation Chemical**

	CHEMICAL SPECIFICATION		Estimated monthly requirement	Unit of measurement
[1]	Name -Degreasing –cum-Phosphating Chemical.	Range	2485	Kg
	Specific Gravity	1.2 ± 0.02		
	Operating Concentration	2 % V/V		
	Contact time	60 seconds - 90 seconds		
	Total Acid	7 - 9 ml, easily soluble with water.		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		
[2]	Name -Passivation Chemical. [Non-Chrome base]	Range	172	Kg
	Specific Gravity	1.24 ± 0.02		
	Operating Concentration	0.03 - 0.06% V/V		
	Contact time	30-80 secs		
	Total Acid	0.5 - 2.0 ml, easily soluble with water.		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		
[3]	Iron Phosphating Chemical.	Range	1400	Kg
	Specific Gravity	1.28 ± 0.02		
	Operating Concentration	2% V/V		
	Contact time	60 -120 sec		
	Total Acid	7 - 10 ml		
	Operating temperature	Ambient		
	Application	Spray		
	Process	High Pressure water jet.		
[4]	Surfactant: Oil removing chemical	Range	60	Kg
	Density	1.03 g/cm <sup>3</sup> ± 0.02		
	Operating Concentration	50 %		
	Contact time	60 -120 sec		
	pH	7 - 10 ml		
	Operating temp./ Flash Point	Ambient/ >100 Deg C		
	Solubility	Water / Miscible		

<b>Process</b>	<b>Wiping</b>	
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## Scope of Supply

**1.Period of Contract:** Six months from the date of placement of Purchase Order or till quantity exhausts.

2.Estimate requirement(+10%)

LOCATION	DEGREASING CHEMICAL(Kgs /Month)	IRON PHOSPHATING CHEMICAL (Kgs/Months)	PASSIVATION CHEMICAL (Kgs/Month)	Surfactant CHEMICAL (Kgs/Month)
SILVASSA	850	700	70	0
CHENNAI	550	90	60	0
CHITTOOR	70	0	0	0
ASAOTI (FARIDABAD)	600	1000	60	60
<b>TOTAL</b>	<b>2070</b>	<b>1790</b>	<b>190</b>	<b>60</b>
<b>TOTAL FOR 6 MONTHS</b>	<b>12420</b>	<b>10740</b>	<b>1140</b>	<b>360</b>

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

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

### SPECIFICATIONS

Degreasing, Iron Phosphating & Passivation chemicals offered shall conform to Specification given in Specification Annexure-1A. In the event of supplies not meeting the specifications, the same will be rejected. Such rejected quantity must be removed from our Works within 7 days from the date of our advice and the company will not be responsible for any deterioration/loss etc. Further, if the rejected quantities are not removed within the specified time, the Company shall be at liberty to dispose-off the same in the manner as deemed fit without any obligation to the supplier.

**ANNEXURE III**

**F/1 SAMPLE PRICE BID – to be filled by BIDDER**

S.No.	SILVASSA	Degreasing Chemical	Iron Phosphating Chemical	Passivation Chemical
1	Annual Quantity : Kg	5100	4200	420
2	Basic Rate : Rs./Kg			
3	GST %			
4	Total Gross price per Kg [add 2 & 3 as applicable]			
5	Net Delivered Value (1 X 2)			

**F/2 SAMPLE PRICE BID – to be filled by BIDDER**

S.No.	CHENNAI	Degreasing Chemical	Iron Phosphating	Passivation
1	Annual Quantity : Kg	3300	540	360
2	Basic Rate : Rs./Kg			
3	GST %			
4	Total Gross price per Kg [add 2 & 3 as applicable]			
5	Net Delivered Value (1 X 2)			

**F/3 SAMPLE PRICE BID – to be filled by BIDDER**

S.No.	CHITTOOR	Degreasing Chemical
1	<b>Total Quantity : Kg</b>	420
2	Basic Rate : Rs./Kg	
3	<b>GST %</b>	
4	<b>Total Gross price per Kg [add 2 &amp; 3 as applicable]</b>	
5	<b>Net Delivered Value (1 X 2)</b>	

**F/4 SAMPLE PRICE BID – to be filled by BIDDER**

S.No.	ASAOTI	Degreasing Chemical	Iron Phosphating	Passivation	Surfactant
1	<b>Annual Quantity : Kg</b>	3600	6000	360	360
2	Basic Rate : Rs./Kg				
3	<b>GST %</b>				
4	<b>Total Gross price per Kg [add 2 &amp; 3 as applicable]</b>				
5	<b>Net Delivered Value (1 X 2)</b>				

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Special Terms and Conditions and General Terms & Conditions** as laid down in the Tender Documents.

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

## Code of Conduct for Balmer Lawrie & Co. Suppliers / Contractors

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

### The supplier declares herewith:

#### Legal compliance

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

#### Prohibition of corruption and bribery

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

#### Respect for the basic human rights of employees

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

#### Prohibition of child labor

- o to employ no workers under the age of 18;

☐ **Health and safety of employees**

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

☐ **Environmental protection**

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

☐ **Supply chain**

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



**ADDRESSES OF VARIOUS BALMER LAWRIE PLANTS**

1. Balmer Lawrie& Co. Ltd., Industrial Packaging,  
Survey No.23/1/1,Khadoli Village  
SILVASSA – 396 230.
2. Balmer Lawrie& Co. Ltd., Industrial Packaging,  
32, Sattangadu Village  
Thiruvottiyur – Manali Road, Manali  
CHENNAI – 600 068.
3. Balmer Lawrie& Co. Ltd. Industrial Packaging,  
62, Patnam Post, Patnam Village, Araconda Road  
Thavanampalle Mandal  
Chittoor – 517 131.  
Andhra Pradesh
4. Balmer Lawrie & Co. Ltd., Industrial Packaging,  
Village Piyala, Post Asaoti  
Dist. Faridabad  
HARYANA – 121 102.

**ANNEXURE IV**

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

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

**ANNEXURE- V**

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

**Proforma of the Bank Guarantee  
(Security Deposit)**

**BalmerLawrie & Co. Ltd.**

**5, J N Heredia Marg,**

**Ballard Estate,**

**Mumbai – 400 001.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- dated ----- (hereinafter referred as "the said Tender") for the Supply of Degreasing-cum-phosphating, Iron Phosphating & Passivation chemical and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

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

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

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

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

Yours faithfully,

Dated:

**ANNEXURE-VI**

**CONDITIONS FOR ONLINE BID SUBMISSION**

**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. Mr. Ujwala Shimpi, Land No 022 66865608 Email – [ujwala.shimpi@c1india.com](mailto:ujwala.shimpi@c1india.com)
2. Mr. Tirtha Das, Mob 09163254290 Email - [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com)
3. Mr. Tuhin Ghosh, Mob.08981165071 Email – [tuhin.ghosh@c1india.com](mailto:tuhin.ghosh@c1india.com)
4. Mr. CH.ManiSankar(Chennai), +91-8939284159 Email– [chikkavarapu.manisankar@c1india.com](mailto:chikkavarapu.manisankar@c1india.com)
5. Mr. Partha Ghosh, Mob.0 08811093299 Email – [partha.ghosh@c1india.com](mailto:partha.ghosh@c1india.com)

**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.

**Submission of Hard copies:**

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

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

**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-VII**

**A. GST Compliances**

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

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation</b>	

	<b>Company</b>	
	<b>Date</b>	

**ANNEXURE-VIIA**

**B. DETAILS OF VENDOR**

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



23	Proof of GSTIN Registration No. per state [From GSTN website]	
24	Vendor's GSP name [GST Suvidha Provider's]	
25	Exemption No.	
26	Exemption Percentage	
27	Exemption Reason	
28	Exempt From	
29	Exempt To	