

Balmer Lawrie & Co. Ltd.

32, Sattangadu Village, Manali
Greases & Lubricants Division,
Chennai – 600 068

PUBLIC E- TENDER

"The tendered item(s)/services is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

Tender No. GLC/TE20/019 DATE: 10.03.2021 DUE ON: 31.03.2021

Subject: Transportation of finished goods/misc. items for delivery to/from various customers (including Oil Companies in and around Chennai), Railway Depots as well as to/from transporter's godown in and around Chennai.

1.0 INTRODUCTION

1.1 Balmer Lawrie & Co. Ltd. (BL), Grease & Lubricants Division at Manali, Chennai – 600 068 invite bids for transportation of finished goods / misc. items etc. packed in barrels, buckets, cartons or in any other standard packaging from / to our factory at 32, Sattangadu Village, Manali, Chennai-600 068 (hereafter referred as "the factory") as in ANNEXURE - I enclosed. The annual loads mentioned are best estimates and are not binding.

2.0 CONTRACT PERIOD

2.1 **From 01st June 2021 to 31st May 2022. [12 Months]**

2.2 The contract may be extended on mutual agreement for additional period of 12 months if agreed upon by contractual transporters and Balmer Lawrie.

3.0 PRE-QUALIFICATION ELIGIBILITY CRITERIA (Annexure A to be filled and submitted)

3.1 Bidder shall fulfil the following eligibility criteria:

A. The bidder shall have ownership of minimum: -

- 1 (One) no. truck of 1.5 MT capacity or above capacity.
- 2 (Two) nos. truck of 3.5 MT capacity or above capacity.

(Copies of registration certificates to be attached & Valid Fitness certificate to be attached).

B. The bidder shall have minimum 2 years' experience in transportation of goods, preferably petroleum products / lubricants & greases with Govt. departments / PSUs / reputed companies (copy of certificates in support of experience to be submitted).

C. Average Annual turnover of Rs. 25 lakhs in the last three financial years. Documentary evidence such as balance sheets /PLA etc., is required to be furnished.

- D. Bidders shall have executed at least one single order value of minimum of Rs.5 Lakhs in any one of the last three financial years. [Copies to be furnished].
- E. The bidders shall have their office in Chennai, equipped with telephone and e-mail facilities for correspondence and / or tracking the consignments at any point of time.

4.0 BID SECURITY DECLARATION (BSD)

- 4.1 Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorised signatory of the bidder in lieu of EMD. Bidder needs to submit the Declaration as per the below format:

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

- 4.2 Penal action in case of withdrawal or modification of bid during validity period etc: -

In case any bidder withdraws or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

5.0 SECURITY DEPOSIT (SD)

- 5.1 The successful Transporter(s) shall submit SD of 2% of the order value rounded off to the nearest thousand by a demand draft or in lieu of that a Bank Guarantee from a Scheduled "A" Bank, of equivalent amount as per format of BL towards the satisfactory execution of the order. The SD shall be furnished within 15 days from the date of order.

6.0 Provisions for Micro, Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSE's subject to meeting the qualification criteria.

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSE's. If more than one MSE bidder has quoted in afore-said price band

(L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”

Qualification Criterion for MSE’s for availing the above benefits:

- a. MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry’s circular no F: No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.
- b. The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSE’s.

Bidder should read Government Notification dated 1st, June’2020 in respect of “New Definition of MSE” as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

**MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES
NOTIFICATION**

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the ‘Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—
(i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
(ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;
This notification has come into effect from 01.07.2020

7.0 Preference to Make In India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"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 custom 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 or more than 50%, as defined under this 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 this Order.

Vendor should note that only "Class I Local Service Provider" are eligible to bid in this tender.

In view of above guidelines, in case of procurement for value less than Rs. 10 Crores, you are required to furnish information in the following prescribed format and to provide a certificate on your letter head duly signed by authorized person and in case of procurement for a value in excess of Rs. 10 Crores, you are required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content of the items(s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

Sl. No	Services) Description	Percentage of local content in your service(s)
	Transportation through Tanker	

Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

8.0 PARTICIPATION IN TENDER

- Vendors to submit bid in two bid system – 1st Technical (qualification) and 2nd Price bid.
- In E-Bid format Bidders need to quote total Yearly Basic Value of all the market, as mentioned in Annexure I.
- Bidder also need to submit/upload detail rates/ values as per Annexure I at the time of bidding/ before tender due date.
- The E-Bid value should be identical with Annexure I total Basic Value.
- The rates once finalized shall remain firm till the execution of order and no escalation in price will be considered for any reason whatsoever.

9.0 Conditions for online bid submission

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 below. The bidder would be required to register on the e-procurement market place at <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Note: Bidder need to quote item wise basic value for all items of work in online bid

***** Price bid to be submitted online in BL e-proc platform only. No hardcopy of price bid to be submitted**

Registration with e-Procurement platform :

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

Digital Certificate authentication :

The bidder shall authenticate the bid with his Digital Certificate 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.

M/s C1 India Pvt Ltd.
C104, Sector 2 Noida-201301

Contact person :

Tuhin Ghosh (Kolkata), +91 8981165071
Email: tuhin.ghosh@c1india.com

Mani Sankar (Chennai), +91 8939284159
chikkavarapu.manisankar@c1india.co

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 opening of Techno-commercial bid. The bidder shall furnish the original DD / Bank Guarantee 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.

10.0 RATE BASIS

The Rate basis shall be as under:

- a. All taxes, duties and statutory levies / charges shall be included in quoted prices except GST when will be paid extra at actual against submission of relevant documents.
- b. The Vendor should compulsorily follow all the provisions of GST law and in the event of any default of complying with any of the provisions of GST law, Balmer Lawrie would exercise the right for non – payment / withholding payment / block listing the vendor.
- c. Rates quoted shall be inclusive of labour charges for loading goods, unloading the same at the destinations and all other incidental charges, if any applicable.
- d. Service required for the Markets shall be as follows:
Transporter will pick-up the material from BL's factory to customers or transporter godown. These materials shall be delivered to the designated transporters for onward transportation to the Consignee. Transporter will have to book the consignment on "Freight to Pay" basis with the designated transporter.
- e. The rate quoted shall be in due consideration of the fact that all loading / unloading shall be carried out at the stipulated "Free time" allowed and any demurrage charged on the Company shall be recovered in full from the transporter.
- f. The rate quoted shall remain firm during the contract period, except for escalation clause as defined later.
- g. The rates quoted shall apply for delivery at consignee factory / godown and also at customers premises situated within the Municipal limits of the town /city where factory / godown is located. No detention charges are payable in case of delay in unloading at consignee end.
- h. Rates quoted shall be strictly as per Price Schedule [Annexure-I].
- i. The freight charges for base load over and above the base load as indicated in the Price Schedule [Annexure-I] shall be paid extra on pro-rata basis.
- j. All receipts / dispatches shall be by weighment done at the factory and the same shall be final and binding. Value of the material short received at factory / at consignee's destination between invoice weight and actual weight less by value of twice the quantity of the least count of factory Weigh Bridge shall be recovered in full from the transporter.

- k. Transshipment is strictly prohibited, unless permitted by BL in writing.
- l. Transit Insurance will be covered by BL as per clause 14.0.
- m. The transporter shall place the trucks at BL's premises between 9.00 a.m. to 12.00 noon on working days and on holidays, if required. If the vehicles report after 12.00 noon, BL may, at their sole discretion, load the materials or return the truck without liability for detention charges. For vehicles reporting between 9.00 am to 12.00 noon BL will load the vehicle on the same day. Moreover No detention charges are payable if the vehicle cannot be loaded for any unforeseen circumstances.
- n. If any transporter fails to place trucks twice in a month for any particular market based on call up given, BL may, at its sole discretion, to transfer order for balance qty of the market to alternate matching contractual bidder if any found thereon, without any further intimation to that particular transporter.
- o. Loading of materials to any / all trucks of L1 bidder / L1 matched bidder will be fully at the discretion of BL and in no case the bidder can claim any additional load even if he / she is original L1.
- p. In case the trucks are not placed as per BL's call up for two occasions in a week and / or five occasions in a month, BL, may at its discretion, may not give any load for one month continuously and BL's decision in this regard will be full and final.
- q. Rates quoted shall be valid for acceptance upto 120 days from the date of the on-line bidding.
- r. BL shall not be responsible for the turnaround of trucks at the off-loading destinations for any reason whatsoever.

11.0 BASIS OF SELECTION

The basis of selection of transporters and splitting the order for each market shall be as under:

- a. Bids which fulfil pre-qualification criteria shall only be considered for price bid evaluation.
- b. The on-line price bids submitted through BL e-proc system shall be used for grading the bidders. The bidder shall be classified as L1, L2, L3 etc.
- c. Orders will be split in ratio of 60:40 between L1 bidder and L1 matched other bidder from list of participating eligible bidders. The option to match L1 will be offered first to L2 bidder, if L2 bidder denied to match L1 rate then successively to L3, L4 bidders etc bidders offered to match L1. (till L1 matched bidder is identified). In case none of the parties are willing to match L1, BL may at its sole discretion place EITHER 100% order on L1 OR Negotiate with L2 the best rate & place proportion of order on them. However, orders on MSE will be netted off from the tender quantity for arriving at order quantity which is to be split in afore detail 60:40 ratio.
- d. The ranking of L1, L2, L3 etc done for each market based on the rate quoted against each distance slabs multiplied with the estimated quantity for that distance slab. All

the values against each distance slabs will be added for a market to get the total market value. Based on the total market value, L1, L2, L3 etc will be decided.

- e. When other than L1 bidder offered to match the L1 value, the other bidder needs to match the total market value offered by L1 bidder and the distance slab wise rates will be back calculated (reduced) proportionally to arrive at the distance slab wise rates.
- f. The contract will be placed to L1 bidder and L1 matched bidder in the proportion of 60:40 based on market values and accordingly translated to corresponding quantities.

12.0 PRICE EVALUATION

- a) Evaluation of bid and placement of order shall be done independently for each market.
- b) A bidder may apply for one or more market and it is not compulsory that a bidder has to apply for all the markets. However, the bidder selected for any market have to serve for all the lots of that particular market during execution of the Contract.
- c) Split Order / Part Order / Order in full in each market will be decided by BL and all bidders are bound to accept any / all decisions taken by BL in this regard. No request /appeals are to be entertained / accepted.

13.0 ESCALATION / DE-ESCALATION OF RATE

- 13.1 The escalation/de-escalation will be payable when diesel price differential exceeds Rupee 3.00/Ltr from the reference diesel rate.
- 13.2 The Diesel rate of 1st date in each month is applicable for consideration of Escalation / De-escalation and the rates are fixed for the month.
- 13.3 The reference Diesel rate shall be the ruling retail price of diesel charged by IOCL in Chennai on the date of online bidding. The escalation / de-escalation shall be worked out rounded off to the nearest rupee as per the following formula:

$$\text{Differential allowed in contract rate} = \frac{0.40 \times \text{Original Contract rate} \times \text{Increase/Decrease in Diesel rate}}{\text{Reference Diesel Rate}}$$

14.0 TRANSIT INSURANCE

Transit Insurance will be covered by BL. However, the transporter has to make necessary arrangement for conducting survey, lodge FIR for enroute claims, issue short/damage certificate towards any short delivery / damage during transit or at Customer's end, within 30 days of occurrence of such incident. The transporter's relevant bill for such cases will be settled only after the required documents are received. The transporter will have to comply with the insurance formalities to enable the BL to lodge the claims with the insurance company to make good any damage or loss of products or loss due to leakage /pilferage In transit. In case the transporter fails to provide such documentation as required by the insurance company, then BL shall recover from the transporter the equivalent value

towards the loss. Any damage / pilferage caused by the transporter's truck / workman within BL's premises and /or at customer's end will also have to be compensated by the transporter.

15.0 DELIVERY CHALLAN(S)

The transporter shall be responsible for obtaining from BL the Duplicate for Transporter [DFT] copy, copy of Invoice, road permit or other relevant documents as required by the authorities for verification / clearance at the check post and handover to the consignee. Any financial loss suffered by BL due to loss/damage of the DFT copy while in the transporter's custody, shall be recovered from the transporter.

Failure to furnish the acknowledged / receipted delivery challan & bill within 15 days of delivery of material shall be treated as contravention of responsibility of the transporter and compensation @ 0.5% per week or part thereof delay subject to a maximum 5% of the transportation charges shall be recovered from the dues of the transporter.

The transporter shall be responsible for collection of signed challan and such other relevant documents for goods transported from consignees like Railways / Defence / Steel Plants etc.

16.0 PAYMENT TERMS

30 days from the date of submission of bills along with supporting documents which includes LR copy duly acknowledged / receipted by the customer without any negative remarks and duly stamped.

Payment shall be made on nett weight basis as per weightment made in the factory during loading / unloading as applicable.

17.0 AMENDMENT / RE-ALLOCATION OF THE NUMBER OF TRIPS

The estimated loads mentioned against each segment is only indicative/estimated. The loads may be amended /re-allocated during operation. The transporter / contractor shall be bound to accept the amended / re-allocated numbers of trips (increase or decrease) as per the requirement of the company within +/- 20% of the order value.

18.0 NON-PLACEMENT OF VEHICLE AND RISK PURCHASE

18.1 Transporter shall be required to place trucks promptly (preferably within 12 hrs from the call up) in clear dry condition. The transporter shall place the trucks at BL's premises between 9.00 a.m. to 12.00 noon on working days and on holidays if required. If the vehicles report after 12.00 noon, BL may, at their sole discretion, load the materials or return the trucks without liability for detention charges. Transporter will have to provide the trucks as per daily call up for loading the quantity of material scheduled for despatch. In case Transporter fails to place trucks as per BL's call up even after 2 days from the call update, BL shall be at liberty in transporting the goods by engaging any other transporter at the risk and cost of the contractor without further reference to the transporter.

19.0 TERMINATION OF CONTRACT

19.1 In the event of unsatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit shall be forfeited

20.0 FORCE MAJEURE

20.1 Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- Declared Strike / Bandhs
- Lockout
- Natural Calamities
- Decrees of any Government or Governmental Authority.
- Revolution
- Wars
- Acts of enemies of the state & Riots

20.2 Any reason other than the above will not be considered as force majeure condition.

20.3 As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

21.0 OTHER CONDITIONS

Workmen engaged by the transporter shall abide by factory / security regulations and entry inside the factory would be only against authorized gate pass. In every respect the transporter is responsible for the good behavior and conduct etc. of his employees, contractor or assigns. Any penalty or levies being imposed on client for this account for any reasons whatsoever will be recovered from the transporter.

Sub-contracting contract shall not be allowed unless specially asked for and approved by BL.

Transporter should have own office at Chennai and an authorised person with mobile number for interaction on operational matters. Transporters will have to contact the local representative of the client in certain destinations / location as informed by the BL before delivering the material.

Tracking facility for enroute status / position of the truck for delivery should preferably be provided for all locations.

The transportation contract is by trucks only.

The bid of any tenderer may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

21.1 Safety clause	The tenderer has to strictly adhere to the safety requirement (Safety Shoes) as per the Safety clause. Penalty of Rs. 500/- per day will be imposed if the contractor or his workers are found to be working without safety equipment in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant. Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor.
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22.0 ARBITRATION & JURISDICTION

Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co. Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

23.0 TENDER CANCELLATION CLAUSE

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

24.0 GST FORMALITIES & COMPLIANCES

GST as applicable will be paid by BL directly to Tax Authority under Reverse Charge Mechanism (RCM) as per current practice, changes if any, in relevant Governmental guidelines during contract period will be applicable/addressed accordingly.

"The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor."

25.0 Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- 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" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) 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. (To be inserted in tenders for Works contracts, including Turnkey contracts) 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.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Yours faithfully,
For **Balmer Lawrie & Co. Ltd**


P.G. Santhana Krishnan
Sr. Manager (SCM)
Mobile: 9445551793
Phone : 044 - 25946621
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Annexure-I

	PRICE BID						
MARKET NO	LOT NO	DESCRIPTION	TRUCK CAPACITY	UOM	Estimated Qty per 12 months	Rate per trip	TOTAL
		TRANSPORTATION OF FINISHED GOODS FROM MANALI WORKS TO Distributors/Depots/godown/ BPCL/HPCL stock point AND RETURN in case of rejection					
1							
	A	Various Destinations upto 130 KM	3.5MT	TRIP'	6		
	B	Various Destinations upto 130 KM	6MT	TRIP'	6		
	C	Various Destinations upto 130 KM	9MT	TRIP'	6		
		MARKET LOT 1 GRAND TOTAL					
2							
	D	Various Destinations upto 75 KM	1.5MT	TRIP'	45		
	E	Various Destinations upto 75 KM	3.5MT	TRIP'	24		
	F	Various Destinations upto 75 KM	6MT	TRIP'	18		
	G	Various Destinations upto 75 KM	9MT	TRIP'	18		
		MARKET LOT 2 GRAND TOTAL					
3							
	H	Various Destinations within City Limits upto 40 KM	1.5MT	TRIP'	100		
	I	Various Destinations within City Limits upto 40 KM	3.5MT	TRIP'	100		
	J	Various Destinations within City Limits upto 40 KM	6MT	TRIP'	50		
	K	Various Destinations within City Limits upto 40 KM	9MT	TRIP'	40		
		MARKET LOT 3 GRAND TOTAL					
		TRANSPORTATION OF FINISHED GOODS FROM MANALI WORKS TO RAILWAY DEPOT/STORES / BOOKING OFFICE AND RETURN in case of rejection					

4							
	L	Various Desinations for Railway Depot upto 100km	3.5MT	TRIP'	4		
	M	Various Desinations for Railway Dept upto 100KM	6MT	TRIP'	4		
	N	Various Desinations for Railway Dept upto 100KM	9MT	TRIP'	4		
		MARKET LOT 4 GRAND TOTAL					
5							
	O	Various Desinations for Railway Depot upto 65KM	1.5MT	TRIP'	9		
	P	Various Desinations for Railway Depot upto 65KM	3.5MT	TRIP'	9		
	Q	Various Desinations for Railway Depot upto 65KM	6MT	TRIP'	6		
	R	Various Desinations for Railway Depot upto 65KM	9MT	TRIP'	6		
		MARKET LOT 5 GRAND TOTAL					
6							
	S	Various Desinations for Railway Depot upto 25KM	1.5MT	TRIP'	8		
	T	Various Desinations for Railway Depot upto 25KM	3.5MT	TRIP'	12		
	U	Various Desinations for Railway Depot upto 25KM	6MT	TRIP'	12		
	V	Various Desinations for Railway Depot upto 25KM	9MT	TRIP'	12		
		MARKET LOT 6 GRAND TOTAL					

ANNEXURE – II

GENERAL TERMS & CONDITIONS OF ON LINE BIDDING

1.0 CONDITIONS

- 1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.
- 1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.
- 1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on his/her own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.
- 1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

2.0 RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS

3.1 On Line bidding Event

Online Bidding/Negotiation Event (Reverse Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530

hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specifications and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

3.4 Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agent however has the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signalling an end to the price discovery process.

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

Balmer Lawrie & Co. Ltd.
(Address)

Dear Sir,

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

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs. _____ (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 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 Bank) have 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 of Rs. _____ (Rupees _____ only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____, (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. _____ (set out full name of the contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____ only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court of any other authority of authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. _____ (set out the full name of the contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only).

6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry), and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim Period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

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 favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the _____ day of Two Thousand Twenty granted by the Bank.

Yours faithfully,

Dated:

 _____ (Place)

 _____ (Date)

(Signature of the Officer on behalf
 of _____)
 (set out name of the Bank)

ANNEXURE-A

PRE-QUALIFICATION BID

1.0 PARTICULARS OF COMPANY :

- 1.1 Type of company :
(Partnership / Private Ltd. / Public Ltd. Please enclose certificate of Incorporation)
- 1.2 Year of Incorporation :
- 1.3 Full address :
- 1.4 Phone :
- 1.5 Fax :
- 1.6 e-mail :
- 1.7 Contact Person's
- 1.7.1 Name :
- 1.7.2 Mobile No. :

2.0 TRANSPORT FACILITIES OFFERED:

2.1 OWNED VEHICLES:

<i>Sl. No.</i>	<i>Regn. No.</i>	<i>Make</i>	<i>Capacity</i>	<i>Year of Manufacture</i>	<i>Remarks</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note: Please attach separate sheet, if necessary. (Attach copies of registration documents)

2.2 VEHICLES WITH ASSOCIATE COMPANIES:

S.No	Name & Address off associate companies	<i>No. Of vehicles owned</i>				Nature of association
		<i>1.5 MT CAPACITY</i>	<i>3.5 MT CAPACITY</i>	<i>6 MT CAPACITY</i>	<i>9 MT CAPACITY</i>	

Note: Please attach proof of association – Letters from associate companies, and list of transport equipment owned by them in the format given in 2.1.

2.0 DETAILS OF ORGANISATION:

3.0 LIST OF OFFICES / GODOWNS IN INDIA

Sl. No.	Location	Full address (including phone / Fax / e-mail)

Note: Please attach list in the above format.

4.0 DETAILS OF INCOME TAX & ST CLEARANCE:

Sl. No.	Particulars	Remarks
4.1	Permanent A/c No. Registration No.	
4.2	GST Registration Registration No.	
4.3	Trade Licence Registration No.	
4.4	ESI Registration Registration No.	
4.5	MSME Registration No.	

Note: Please attach copy of certificates.

5.0 DETAILS OF TURNOVER / SALES:

Particulars	(Rs / lakhs)		
	2017-18	2018-19	2019-20
Net worth (Share Capital & Reserves)			
Turnover/Sales			
PBT			
Tax Paid			
PAT			

Note: Please Enclose Balance Sheets for the above mentioned years.

6.0 DETAILS OF BANKER

- 6.1 Name of Banker :
 6.2 Branch :
 6.3 Account No. & Year of Opening :

•LIST OF IMPORTANT CLIENTS:

Sl.No	Name of Client	Business Volume (Rs / lakhs)		
		2017-18	2018-19	2019-20

Note: Please attach work orders from 3 largest customers for 2017-20 along with certificates of performance.

7.0 OTHER INFORMATION:

7.1 Is the company a sick / potentially sick company? : Yes / No

7.2 Has the company been black listed by any Public Sector Enterprise? : Yes / No

7.3 Does the company have business with any other unit of Balmer Lawrie? : Yes / No

(If yes, attach details.)

7.4 Is the company Bank approved : Yes / No
(If yes, attach details).

We certify the above information is true to the best of our knowledge.

(Authorised Signatory)

Date :

Place :

Enclosed: 1) Copies of all document as asked above.

2) EMD for Rs. /- vide Pay Order / DD nodt.....
on bank.....

j. One Copy of Tender Document along with all Annexures duly signed and sealed shall be submitted as token of acceptance of all terms & conditions of tender.

Other Enclosures (Please list).

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

---ooOoo---

Vendors are required to sign this Integrity pact and submit the same alongwith the Tender Documents

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 _____

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 - 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 - B.**

Section 4: Compensation for Damages

- a) 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.
- b) 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.

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

Section 10 - Other provisions

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made

- in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
 - d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

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 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.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.