



**SBU – Industrial Packaging,**  
5, J. N. Heredia Marg, Ballard Estate,  
Mumbai- 400001, India  
Tel. No. 091 - 022 – 66258209/66258190  
Fax No. 091 - 022– 66258200

## NOTICE INVITING TENDER

**Tender No. 0100PE1850 dated 23.04.2021**

**Due date of Tender: 30.04.2020 at 16:00 hrs.**

### INTRODUCTION

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

Balmer Lawrie & Co. Ltd., Industrial Packaging invites **COMPREHENSIVE PUBLIC TENDER** in **TWO BID SYSTEM** under **Online e-Tender Bid submission** from resourceful and reputed transporters for carrying out **Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel by road from Barrel Plant, M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA) to our warehouse located in Kolkata for the period from April 2021 to March 2022** from the of the date of intimation / placement of purchase order.

The Tender is conducted at Balmer Lawrie e-Procurement Portal: <https://balmerlawrie.eproc.in>, **bidders can down load** Tender Document from [www.balmerlawrie.com](http://www.balmerlawrie.com).

Contact details for any clarification over the tender.

<b>Balmer Lawrie &amp; Co.Ltd.</b> SBU-Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate Mumbai – 400 001.	<b>C1 India Pvt.Ltd.</b> 603,Coral Classic,20 <sup>th</sup> Road, Near Ambedkar Park, Chembur Mumbai-400 071
---	---

Contact Nos. and email IDs for C1 India helpdesk officers

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
4. Helpdesk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

Or

Balmer Lawrie's officials Contact nos. and e.mail ID's

1. Mr. B G Oza, Mob.08347596999, Land Line No.022 66258191, e.mail: [ozabg@balmerlawrie.com](mailto:ozabg@balmerlawrie.com)

**FORMAT OF TENDER DOCUMENT CONSISTS OF:**

- A. Instruction for bidders
- B. Tender Base Information
- C. Pre-Qualification Criteria
- D. Commercial Terms & Conditions
- E. General Terms & Conditions
- F. Annexure- I – Scope of Work & Schedule Of Requirement
- G. Annexure- II Details of Bidder
- H. Annexure – III Truck Inspection Sheet
- I. Annexure-IV - PROFORMA for BG as SD
- J. Annexure V Supplier code of conduct

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.

**A. INSTRUCTIONS FOR BIDDERS:**

**Comprehensive Public Tender in Two Bid System** under **Online e-Tender Bid submission** from resourceful and reputed transporters for carrying out **Transportation of Empty OHIP MS Barrels of 200Ltrs. capacity in CONTAINERIZED Truck (minimum carrying capacity of 180 Barrel)** by road from **Barrel Plant, M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA)** to our warehouse in Kolkata for the period **from April 2021 to Mar 2022** as per detailed specification contained in **Annexure- I.**

**1. SALIENT FEATURES OF THE TENDER:**

- a. For **online e-Tender**, the bidder has to **register in Balmer Lawrie Web Portal** through M/s. **C1 India Pvt. Ltd.**, prior to their participation as per guidelines provided under **“Conditions for Online Bid Submission”** at last pages.
- b. Tender Type – **National Competitive Bidding**
- c. Tender Category – **Two Bid Tender** (The tender document comprises of **Un priced Bid & Price Bid** )
- d. Evaluation Type - **Item-wise: Prices are compared at individual item level**
- e. Payment of **Earnest Money Deposit / Security Deposit**
- f. **Price Escalation / De-Escalation on increase/decrease of HSD price.**
- g. **Please Refer to Annexure – I for detailed Scope of Work & Schedule of Requirement.**

**2. TENDER DETAILS:**

- a. Tender Documents comprises in two parts viz. **Part-I (Un-priced Bid)** and **Part-II (Price Bid)**.
- b. The **Un-priced Part** consists of **Pre-qualification Criteria**, Details of Bidder, Notice Inviting Tender, EMD/ SD Payments Conditions of Contract & the Priced Part consists of details of Destination and Estimated Requirement.
- c. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority.
- d. Further, **only the Price-Bid of technically qualified (Un-priced Bid) bidders who meet the pre-qualification criteria as mentioned in the tender will be opened.**
- e. The bidder has to keep track of any changes by viewing addendum / corrigendum issued by the tender inviting authority on time – to – time basis in the e-procurement platform / BL website [www.balmerlawrie.com](http://www.balmerlawrie.com) . The Company calling for tenders shall not be responsible for any claims/ problems arising out of this.

**3. TENDER SUBMISSION (ONLINE):**

- a. The bidder 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. M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not 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.
- b. All correspondence shall be addressed to the office of **Dy. Manager (SCM) M/s. Balmer Lawrie & Co Ltd., J N Heredia Marg, Ballard Estate , Mumbai 400 001 Land Line : 022066258191 / Fax no : 66258200.**

**4. IMPORTANT POINTS TO BE NOTED:**

- i. **Due date for bid submission 30.04.2021 at 16:00 hrs.**
- ii. All documents required in the tender can be deposited in the Tender Box at **our Ballard Estate Office, 5, J. N. Heredia Marg, Ballard Estate, Mumbai-400 001.**
- iii. The term "**BL**" wherever mentioned in the tender document refers to "**Balmer Lawrie & Co. Ltd.**"
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **This document is the Tender.**
- vi. **The Acceptance of the Order by the successful bidder will form the contract.**
- vii. **The successful bidder must ensure providing appropriate truck as against locations mentioned in Annexure – I (Containerized Truck).**
- viii. **Earnest Money Deposit (EMD)**  
**EMD is exempted for those vendors registered under NSIC (National Small Industries Corporation) (or) coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items / services. However, Self-attested copy of Udyog Aadhar Memorandum certificate must be submitted along with the duly filled, stamped and signed declaration attached at Annexure VI in this regard.**

**5. 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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of **Three Months** from the date of opening of the Price Bid.
7. **BID REJECTION CRITERIA:** A bid may be rejected if
  - a. If the bidder fails to submit the Earnest Money Deposit (EMD)/Bid Bond amount online within the bid due date.
  - b. The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
  - c. Conflict of interest between the bidder and the Company is detected at any stage.
  - d. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.
8. **CLARIFICATION:** 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*)
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 would invite immediate dis-qualification from further consideration of the bid.**

**B. TENDER BASE INFORMATION**

a.	Tender No.	:	<b>0100PE000 dt. 09.04.2021</b>
b.	Tender Title	:	
	Transportation of Empty MS Barrel by road in <b>CONTAINERIZED TRUCKS</b> from Barrel Plant Asaoti to our warehouse located <b>in Kolkata.</b> Transportation of Empty MS Barrel by road in <b>CONTAINERIZED TRUCKS</b> from Barrel Plant Chittoor Asaoti to our warehouse located <b>in Kolkata.</b>		
c.	Tender Description	:	
	Transportation of Empty <b>OH/TH</b> MS Barrel of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by road in <b>CONTAINERIZED TRUCKS</b> from <b>Barrel Plant, Industrial Packaging, Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA)</b> to our <b>warehouse located in Kolkata</b> for the period from April 2021 to March 2022		
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding– NCB, Inter-national Competitive Bidding–ICB)	:	<b>N C B</b>
e.	Factory / Division	:	<b>Industrial Packaging, Asaoti &amp; Chittoor</b>
f.	Currency (India Rupees / U S Dollars )	:	<b>INDIAN RUPEES</b>
g.	Section / Sub-division	:	-
h.	Tender Category (Single Bid/ Two Bid / EOI )	:	<b>TWO BID TENDER</b>
i.	Evaluation Type: ( <b>Item-wise</b> : Rates are compared at individual item level , <b>Schedule-wise</b> : Rates are compared as groups of similar items)	:	<b>ITEM-WISE (location wise)</b>
j.	Estimated Value ( min)	:	<b>N.A.</b>
k.	Estimated Value (max)	:	<b>N.A.</b>
l.	Payment Level (Tender Level / Item Level)	:	<b>TENDER LEVEL</b>
m.	Currency of payment	:	Indian Rupees ( INR)
n.	EMD Amount	:	EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per annexure – VII (B)
o.	Payment Mode	:	<b>NA</b>

## C. PRE- QUALIFICATION CRITERIA

1. The bidder shall have minimum of **Three year experience** in goods transport with reputed companies
  - 1.1 Copy of certificate of incorporation / Certificate of Registration / Shop & Establishment Certificate / any other registration issued by local governing body mentioning bidder's name.
  - 1.2 Self-Declaration regarding experience in goods transportation business for Three Year
2. The bidder should have a **minimum average annual turnover of Rs. 50.00 Lakh in the last three financial years [i.e. 17-18, 18-19, 19-20]** and the bidder has to submit copies of their company's Balance Sheet [or] **Business Turnover Statement** duly certified by a **Chartered Accountant** as documentary proof in support of their business turnover.
  - 2.1 **Minimum average annual turnover criteria is relaxed to the extent of Rs. 25.00 Lakhs for bidders conforming to "startup India Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)**
3. The bidder shall be executed at least one single order value of minimum of Rs.10.00Lakh in any one year of the last three financial years [[PO copies to be furnished or contract copy along with CA certified ledger copy to be furnished]].
4. The bidder should own / have attached **minimum of 20 Trucks** for barrel transportation work, of which a minimum of **10 Trucks must be their own Trucks and 30 Trucks may be Attached / Leased**. The trucks offered shall be **Containerized Trucks** and should have a **minimum carrying capacity of 180 Barrels [mix of horizontal and vertical type of loading permitted]**. The bidder has to provide the details such as copies of RC Book, Insurance, permit etc. for the above trucks and also the size of each truck.
5. Copy of PAN must be enclosed.
6. Bids received without any of the above will be rejected.
7. **Only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.**
8. Bidders have to submit the Integrity pact between Balmer Lawrie and the participating bidder as per the format laid down in **Annexure: XIV**, Signed & stamped copy of Integrity pact (on each page) (**Annexure:XIV**)

## A. COMMERCIAL TERMS &amp; CONDITION

1.	<b>Period of Contract: April 2020 to August 2020.</b> However, extendable for further period of <b>Six Months</b> prior to expiry of contract at the same terms and conditions. The exact date of commencement of the contract shall be decided based on the finalization of the contract.										
2.	<b>The quantity mentioned under schedule of requirement is merely indicative</b> and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered <b>quantity by 10%.</b>										
3.	The rate quoted shall be on “ <b>per Barrel Basis</b> ” only and the <b>Rate quoted would include the loading &amp; unloading charges, transit insurance and Toll charges. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.</b>										
4.	<b>Stacking / Loading :</b> a. <b>Loading and stacking of barrels will be allowed in a mix of vertical and horizontal</b> b. <b>Loading / Unloading of barrels shall be arranged by the successful bidders.</b>										
5.	<b>Inter change / transfer of ordered quantity among destinations</b> within the awarded estimated order value of the contract shall be made by the company.										
6.	In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall <b>interchange / transfer of ordered quantities among destinations</b> to the other successful bidder[s] with <b>respective type of trucks.</b>										
7.	The offer submitted by bidder should be valid for the company's acceptance for a period of <b>90 days</b> from the <b>due date of opening of price bid.</b>										
8.	The bidders are requested visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.										
9.	Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.										
10.	Transporter to ensure return of HDPE bags at plant provided by BL as packaging of drums within seven to ten days of delivery at customer end. New bags will be provided by BL on return of Damaged bags at BL.										
11.	<p><b>PRICE ESCALATION / DE-ESCALATION:</b></p> <p>i. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.</p> <p>ii. Escalation/De-escalation clause shall be applicable only, when the impact of series of diesel price increase/decrease results in accumulated net increase/ decrease of <b>Rs. 2.00/- per Litre (Rs. Two only).</b></p> <p>iii. Such increase / decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches Rs. 2.00/- and above.</p> <p>iv. The formula for escalation / de-escalation of transport charges is as follows:</p> <p>v. <b>Escalation / De-escalation of transport rate in Rupees Per barrel will be</b></p> <table border="1" style="margin-left: 20px;"> <tr> <td style="text-align: center;">* Fuel Factor</td> <td style="text-align: center;">X</td> <td style="text-align: center;">Base Rate for transportation as per contract.</td> <td style="text-align: center;">X</td> <td>Actual cumulative Increase / decrease in market diesel Price per litre in Asaoti / Chittoor District subject to a min of Rs.2.00 / Litre.</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td>Prevailing market price of diesel per litre in Asaoti / Chittoor District prior to increase / decrease.</td> </tr> </table> <p>vi. <b>A Common Fuel Factor of 0.40</b> *will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation. The fuel fact will be uniform for all successful bidders and destinations</p> <p>vii. <b>** Prevailing lowest diesel price among the oil companies shall be taken as basis for arriving at the price escalation / De-escalation as on the date of opening of the tender.</b></p> <p>viii. <b>The current prevailing diesel price at Asaoti as on 09.04.2021 is Rs 81.56 per Litre</b></p>	* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market diesel Price per litre in Asaoti / Chittoor District subject to a min of Rs.2.00 / Litre.					Prevailing market price of diesel per litre in Asaoti / Chittoor District prior to increase / decrease.
* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market diesel Price per litre in Asaoti / Chittoor District subject to a min of Rs.2.00 / Litre.							
				Prevailing market price of diesel per litre in Asaoti / Chittoor District prior to increase / decrease.							
12.	<b>EARNEST MONEY DEPOSIT (EMD)/BID BOND:</b> EMD is not applicable to this tender. Bid Securing declaration on company's letter head to be submitted by the bidder along with bid as per annexure – VII (B)										
13.	<b>SECURITY DEPOSIT [SD]:</b> The SD amount payable by the successful bidder would be <b>3% of the contract value</b> by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. <b>payable at Mumbai.</b> The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. <b>Security Deposit can also be made</b>										

	<p>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.</p> <p>The Successful bidder is required pay 50% of the above SD upfront within 15days from the date of receipt of order. And the balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.</p> <p style="text-align: center;">[or]</p> <p>The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of <b>18 Months</b> for an equivalent amount issued by Nationalized / Scheduled Bank within 15days from the date of receipt of intimation from the company. In this regard the format <b>given by company will only be used for submitting the BG.</b></p> <p>The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and</p> <p>All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.</p> <p>The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.</p> <p><b>Security deposit is liable to forfeiture in the event of:</b></p> <ol style="list-style-type: none"> <li>Non Supply after Acceptance of Purchase Order.</li> <li>Successful Bidder fails to deliver the service as per the terms &amp; condition of the Purchase Order.</li> <li>Successful Bidder violates the tender conditions.</li> <li>If the performance of the bidder is found to be unsatisfactory</li> <li>Any unilateral revision made by the successful bidder during the validity period of the contract.</li> </ol>
14.	<p><b>PAYMENT:</b></p> <ol style="list-style-type: none"> <li>The successful bidder shall submit the bills on <b>FORTNIGHT Basis</b> only, i.e. the first bill for the period 1<sup>st</sup> to 15<sup>th</sup> and the second bill for the period 16<sup>th</sup> to last working day of the month.</li> <li>Payment will be released <b>30days</b> from the date of submission of bill as recorded by our sales administrative dept.</li> </ol> <p><i>Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.</i></p> <p><i><b>BALMER LAWRIE</b> being a PSU these provisions will be applicable for all the payments made by <b>BALMER LAWRIE</b> on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.</i></p> <p><i>TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.</i></p> <p><i>Kindly note that this TDS under GST Act shall be deducted on both material as well as services.</i></p> <p><i>Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961</i></p> <p>Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery Challan.</p>
15.	<p><b>LOADING / UNLOADING OF BARRELS:</b> The loading / unloading of barrels shall be arranged by the successful bidder. The loading / unloading will be done during 6.00AM to 10.00PM However, if required, the successful bidder has to place trucks and lift barrels even on Sundays &amp; Holidays also on exigency basis. In that case, the successful bidder has to arrange for loading and unloading the barrels accordingly.</p>
16.	<ol style="list-style-type: none"> <li>The company <b>normally will not pay any detention charges</b> whatsoever if the truck is detained at the customer end beyond their control since such situation may arise very rarely and not regularly.</li> <li><b>However, during exceptional circumstances, detention charge of Rs.1,000/- per day per truck would be payable provided that the truck loaded with company's barrel is not unloaded within 24 Hours from the time of reporting at our customer premises. In such cases, the successful bidder's truck report time and barrel unloading time at our customer premises has to be duly certified by our customer and copy of the same must be provided along with claim to consider issuance of payment by company.</b></li> </ol>
17.	<p><b>Transit Insurance:</b> The successful bidder shall take transit insurance for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by</p>

	adjustment from the security deposit amount. The barrel cost per unit will be calculated based on the invoice value for recovering the cost of short supply. It will be the responsibility of the successful bidder to lodge necessary claim with the insurance company and recover their loss from the insurance company. Hence insurance policy should be taken by the successful bidder for this purpose. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by adjustment from the security deposit amount.
18.	<p><b>PENALTY &amp; RISK PURCHASE CLAUSE:</b></p> <p>(i) <b>NON-PLACEMENT OF TRUCKS &amp; DELIVERY:</b> - The successful bidder shall place the trucks as per our <b>requirement / daily call-ups</b> and lift the barrels <b>within 24 hours of telephonic intimation to them</b>. In the event of their failure to do so, the company shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the successful bidder from their Security Deposit / Running Bills.</p> <p>(ii) In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the successful bidder. <u>If such failures is of frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder.</u> The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.</p>
19.	<b>Sub-Letting:</b> The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
20.	<b>The Company reserves the right at any time to appoint parallel transporters / contractors for the destination tendered without giving any notice whatsoever to the existing contract.</b>
21.	It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Excise Duty Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.
22.	<b>Secrecy of documents:</b> The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
23.	<b>Protection of Barrels:</b> The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the successful bidder and cost of damages will be recovered from the successful bidder.
24.	The Successful bidder shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of damages if any will be recovered from the successful bidder. Incase of accident to third parties while handling the barrels (i.e. loading of barrels at our Works, in transit, unloading of barrels at our customer premises), it shall be the successful bidder's responsibility to initiate or defend legal actions arising out of the use of their trucks and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.



## B. GENERAL TERMS &amp; CONDITION

1.	<b>Purpose of the contract:</b> This contract is for placement of trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
2.	The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time
3.	<b>The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.</b>
4.	<b>Octroi:</b> If any will be reimbursed by the company at actual on the date of delivery against production of proof payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
5.	The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the <b>Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws.</b> In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to <b>pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965,</b> and submit proof towards effecting payment of Bonus.
6.	The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the <b>Workmen's Compensation Act 1923.</b> Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.
7.	The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under <b>Employers Liability Act 1938 and amendments 1970</b> thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.
8.	Once the barrels are loaded on the successful bidder's truck, the successful bidder is responsible for their safe keeping and delivery to the destination until our receiving a signed challan signifying acceptance of the consignment by our customer. <b><u>In the event of damage or loss of barrels whilst in the custody of the successful bidder, the successful bidder will be required to reimburse 'full value' of the barrels damaged or lost. 'Full Value' will be equivalent to the Invoice Value inclusive of taxes, duties etc and loss of goodwill if any.</u></b>
9.	All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Chittoor & Faridabad jurisdiction.
10.	The successful bidder will have to provide agreed number of sturdy tucks in good working condition every morning to clear the entire quantity of barrels scheduled for dispatch. Schedule will be given one day in advance to your representative.
11.	The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval
12.	The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
13.	<b>PRESERVATION:</b> Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
14.	<b>The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.</b>

15.	Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.
16.	The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.
17.	<p><b>HEALTH, SAFETY AND ENVIRONMENT STANDARD</b> The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety &amp; Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the <b>HSE requirements of our customers</b>. The list of the HSE qualification norms are listed below.</p> <ol style="list-style-type: none"> <li>Drivers should possess a valid driving license.</li> <li>Each truck should have a cleaner</li> <li>Driver and cleaner should wear Shirt and Pant only.</li> <li>Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.</li> <li>Truck platform to be free from rust, dents sharp areas and uneven surfaces.</li> <li>All the tyres should have proper treads.</li> <li>Head lights, indicators and reverse horn to be in working condition.</li> <li>All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.</li> <li>Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.</li> <li>The Crew members should adhere to customer premises rules &amp; regulations and behave politely with the customers.</li> <li>Over all trucks should be in a well maintained condition.</li> <li>Copy of the HSHE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises.</li> <li>The thread depth of the thread should be at least 1.6 mm.</li> <li>The truck should have side guards , which are very helpful and prevent lots of roll over of bike riders</li> </ol>
18.	Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
19.	It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
20.	<p><b>Delay due to Force Majeure</b></p> <p>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.</p> <p>BL reserves the right to ask Bidder to suspend service 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.</p>
21.	<p><b>Statutory Provisions</b></p> <p>The transporter shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's compensation Act 1923.</p> <p>Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.</p> <p>The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely</p>

	responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.
22.	<p><b>Termination:</b> Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:</p> <ol style="list-style-type: none"> <li>1. The bidder fails to comply with any material term of the Contract.</li> <li>2. 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.</li> <li>3. The bidder fails to deliver the item within the stipulated Delivery Period</li> <li>4. The bidder becomes bankrupt or goes into liquidation.</li> <li>5. The bidder makes a general assignment for the benefit of creditors.</li> <li>6. A receiver is appointed for any substantial property owned by the bidder.</li> <li>7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.</li> </ol> <p>Upon receipt of said termination notice, the bidder shall immediately stop the service. 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</p>
25.	<p><b>PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES &amp; REGULATIONS:</b> The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.</p>
26.	<p><b>ARBITRATION:</b> Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman &amp; Managing Director, Balmer Lawrie &amp; Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.</p> <p>In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018</p>

C. Scope Of Work & Schedule Of RequirementANNEXURE - IPRICE BID

Transportation of Empty **Mild Steel Barrel** Steel Barrel of 200Ltrs. Nominal capacity with dimensions 600mm Ø x 900mm height and weighing approximately 15Kgs. to 24Kgs. by Road to our warehouse located in Kolkata from our barrel plant located at M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging, Village-Piyala, Post-Asaoti, Dist-Faridabad (HARYANA).

SNo	Destination	Est. Quantity Number ( A )	Unit Rate Rs. / Barrel (B)	Amount Rs. ( A x B )
1.	From Asaoti to Kolkata	16000		
2.	From Asaoti To Danora Mandi	6000		

\* From April'2021 to March'2022 – 22000 nos barrels to be transported

I. **AWARD OF CONTRACT**

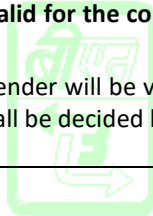
For each of the destination mentioned above, the company desires to retain two transporters for operational reasons. The company shall distribute the order in two lots (**Lot – A & Lot – B**) in the ratio of **70:30** subject to the following.

- a. The **destination wise Lowest quoted rates would be considered** for arriving at the L1[Lowest quoted bidder] status
  - i. The L1 (Lowest) bidder will be given **Lot-A** and L2 bidder will be given **Lot-B provided L2 bidder agrees to match L1 rate**.
  - ii. In the event of, L2 bidder not agreeable to match L1 rate, then L3, L4....etc. in that order shall be given the opportunity to match L1 rate for awarding the Lot-B quantity.
  - iii. In the event of L2, L3, L4.... not agreeing to match L1 rate, then the Lot-B shall also be placed on the L1 bidder.
  - iv. In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
  - v. **The quantity mentioned is merely indicative** and the company cannot give any commitment
  - vi. The decision of the company is final in retaining more than one transporter.
- b. The company with mutual agreement with the successful bidder
  - i. Shall enhance the ordered quantity by **10%**
  - ii. Shall extend the contract for further period of **SIX MONTH** at the same terms and conditions prior to expiry of the contract.
  - iii. **Shall interchange of order quantities among the plants for individual transporter within the order value.**

In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company **shall inter change / transfer of ordered quantities among destinations** to the other successful bidder[s] on **mutual agreement**.

**II. UNDERTAKING FROM VENDOR**

- a. We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
- b. We are aware of Price Escalation / De-Escalation clause of this tender with respect to increase / decrease in price of High Speed Diesel.
- c. We are aware that the rate quoted by us on “per Barrel Basis” only and the **Rate quoted would include loading & unloading charge of barrel, transit insurance and Toll charges.**
- d. **Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.**
- e. Also we are aware that the loading and unloading of barrels wherever required has to be done by us and we shall cover the loading/unloading crew with all the necessary statutory coverage such as ESI, PF, Workmen compensation etc. as required.
- f. We would provide suitable **CONTAINERIZED trucks** for transporting barrel with a **minimum carrying capacity of 200 Barrels (for 200litres Barrels) [ mix of horizontal and vertical type of loading permitted ]**
- g. We are aware that the contract shall be extended for a further period of **SIX MONTH** prior to expiry of the contract **at the same rate terms and conditions on mutual agreement.**
- h. We are aware that **the estimated tender quantity shall be increased by another 10% on mutual agreement.**
- i. We are aware that the company shall **Inter-change / transfer of ordered quantity among destinations within the awarded estimated order value of the contract.**
- j. We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company’s requirement, the company shall **inter change / transfer of ordered quantities among plants** to the other successful bidder[s] on **mutual agreement.**
- k. We are aware of the **Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place trucks** against company’s call ups.
- l. The offer submitted by bidder should be **valid for the company’s acceptance for a period of 90 days from the due date of opening of price bid.**
- m. The contract if any awarded against this Tender will be valid for a period of **Twelve MONTHS.** However, the exact date of commencement of the contract shall be decided based on the finalization of the contract.



## D. DETAILS OF BIDDER -

## ANNEXURE-II

1.	Name of the Transporting Company	:	
2.	Address of the Company	:	
3.	Registered / Head Office of the Company	:	
4.	Status of the Bidder [Individual / HUF/ Firm / Limited Company] Others –Please specify.	:	
5.	Date of Incorporation	:	
6.	Turnover of the company for the last Three years.	:	
7.	No. of trucks dedicated / owned by the Company with model & Capacity.	:	
8.	Size of the Truck Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:	
9.	No. of trucks that can be leased / hired per day.	:	
10.	Address of the Local Branch Office at Faridabad & Chittoor with telephone no. and Name of the contact person / Branch Manager (within South India)	:	
11.	List of Parties to whom you have done Transportation contract work - Attach Xerox copies	:	
12.	No of trucks having State Permit ( mention clearly the States)	:	
13.	Certificate from the Bankers as proof of address	:	
14.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
15.	PAN NO.	:	
16.	GST REGN. NO.	:	
17.	CONTACT PERSON & PHONE NO.	:	
18.	e-mail ID	:	

**Note: The bidder is requested to enclose the documented evidences in proof of above against each clause.**

## Annexure III

<b>TRUCK INSPECTION SHEET</b>		
		Date-
		Vehicle No -
		Transporter -
Sl no	Inspection Parameter as per tender terms	Yes / No
1	Drivers should possess a valid driving license.	
2	Insurance validity	
3	Permit validity	
4	Each truck should have a cleaner	
5	Driver and cleaner should wear Shirt and Pant only.	
6	Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.	
7	Truck platform to be free from rust, dents sharp areas and uneven surfaces.	
8	All the tyres should have proper treads.	
9	Head lights, indicators and reverse horn to be in working condition.	
10	All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.	
13	Over all trucks should be in a well maintained condition.	
14	Truck should be properly covered by new / good tarpaulin	
15	Cross angles and reapers covered with rubber pad	
16	Whether vehicle dimension is as per RC book	
17	The thread depth of the thread should be at least 1.6 mm.	
18	The truck should have side guards , which are very helpful and prevent lots of roll over of bike riders	
	<b>Inspected by</b>	
	<b>Signature</b>	
	<b>Name-</b>	

## E. PROFORMA for BG as SD.

## ANNEXURE-IV

(To be provided by successful bidder only)

## Proforma of the Bank Guarantee (Security Deposit – 3% of order value)

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

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred as "the said Tender") for Transport of "MS OHIP Barrel" 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:



## CONDITIONS FOR ONLINE BID SUBMISSION Annex V

## 1. Registration with e.Procurement platform:

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport[at]c1india[dot]com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-6374241783	MON - SAT
3. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
4. Helpdesk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

- Mr. N D Yadav, Mob.08879294183, Land Line No.022 66258191, e.mail: [yadav.nd@balmerlawrie.com](mailto:yadav.nd@balmerlawrie.com)

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

- Minimum System Requirements:
  - Pentium IV 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.
- Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class III) for submitting the bid electronically on e .Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform.All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
- Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.
- 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.

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

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

### The supplier declares herewith:

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

**DECLARATION BY MSE BIDDER**

( ANNEXURE – VII)

**BIDDER TO SUBMIT ON THEIR LETTER PAD**

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

Dated .....

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

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



I/We hereby also declare the following :-

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

Company Authorized Signatory  
(Seal & Stamp)

## GST Compliances

## Annexure -VIII

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

Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

## **K. ANNEXURE –X: Purchase Preference for Make in India and MSE suppliers**

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

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

Definitions: for purpose of the above order.

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

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

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

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

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

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

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

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

“All the item/s of this Tender will be considered as **divisible**

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

## **XI - DECLARATION –**

**BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

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

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

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

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

Authorized Signatory,

**XII DECLARATION –**  
**BIDDER TO SUBMIT ON THEIR LETTER PAD –**  
**“BID SECURITY DECLARATION”**



Dated .....

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

Authorized Signatory,

**Restrictions on Ground of Defense of India and national Security:**

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**XIII DECLARATION –**

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

**Dated -**

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

Authorized Signatory,





**A. Annexure XIV – 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 Transportation of Barrels from IP Asaoti

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

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

**Section 1- Commitments of the Principal**

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

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

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

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

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

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

exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4: Compensation for Damages**

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

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

### **Section 5: Previous Transgression**

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

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

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

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

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

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

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

(f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

**Section 9 - Pact Duration**

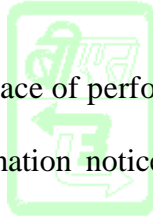
This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

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

**Section 10 - Other provisions**

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



\_\_\_\_\_

(For & on behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

---

---

---

---



**ANNEXURE: XIV(A)**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

**ANNEXURE: XIV(B)**

## Balmer Lawrie Policy on Black Listing

### Introduction

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

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

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

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

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

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

### **A. Definitions**

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

Contd../2

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

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

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

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

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

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

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

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

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

#### B.2.2 Period of Banning

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

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

#### B.2.3 Exceptional Cases:

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

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

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

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

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

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

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

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

### C Effect of banning on other ongoing contracts/tenders

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

**D. Procedure for Suspension of Bidder****D.1 Initiation of Suspension**

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

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

**D.2 Suspension Procedure:**

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

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

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

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

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

- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.
- The competent authority to approve the suspension will be same as that for according approval for banning.
- D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.
- D.3 **Effect of Suspension of business:**
- Effect of suspension on other on-going / future tenders will be as under:
- D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.
- E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice

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

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

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

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

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

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

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

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

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

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

(vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.

(vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

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

(viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.

(ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.

(x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

F. Appeal against the Decision of the Competent Authority

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F.3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.