



**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)  
Logistics Services, NBCC Tower,  
Okhla Phase 1, Near Crown Plaza Hotel  
New Delhi-110020  
011 42524167/176

### **Notice Inviting E-Tender**

**Public Tender (two bid system) for Appointment of Transporters for Providing Transportation Services from Kanpur to Kargil, Leh, Srinagar and Udhampur**

Conducted at Balmer Lawrie e-Procurement Portal:

<https://balmerlawrie.eproc.in>

**Tender No. BL/LS/DEL/TPT/02/OCT21 dt.22.10.2021**

**Due on 26.10.2021 at 1600 hours**

**(tender will be extended for 5 days if less than 2 bids submitted to a maximum of 2 times)**

### **Content**

- General Terms & Conditions
- Technical Eligibility Criteria
- Special Terms & Conditions
- Price Bid
- Annexures



## **General Terms & Conditions:**

### **1. Tender details**

Online bids (Two bid) are invited from experienced vendors who fulfil the eligibility criteria mentioned in technical qualification for undertaking the subject contract for providing transportation services at various destinations as mentioned in Annexure I for 01 (one) year and can be extended for another period of 01 (one) year at mutual agreement.

Tenderers are advised to download the notice inviting tender along with the other tender documents from [balmerlawrie.eproc.in](http://balmerlawrie.eproc.in).

The scanned copies of all the required documents in support of their credentials in respect of technical as well as price bids to be uploaded through the appropriate link.

Only those bidders who meet the Technical-qualification criteria will be qualified for opening of their Price Bid.

Bidders are requested to not upload Price Bid along with technical documents. In such case, bidders will be directly disqualified for the said tender.

### **2. Scope of Work**

The job involves transportation of consignments from **Kanpur to Kargil, Leh, Srinagar and Udhampur** in 20 ft truck. The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load.

### **3. MSME Benefit**

If it is seen that a Micro, Small and Medium Enterprise (MSME) has participated in the tender and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSME vendor shall be allowed to supply a 25% portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSME vendors are within the +15% range, all of them shall be given the option of matching the L1 price. In such a situation, 25% portion of the tendered quantity shall be equally



divided amongst all such MSME vendors who have matched the L1 price subject to operational viability of splitting such orders as considered appropriate

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

The SD amount payable by the successful bidder would be 3% of the contract value or as derived by the sanctioning authority (value to be mentioned at the time of contract finalization) by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at New Delhi.

The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 30 Months for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days from the date of receipt of intimation from the company.

The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only. All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.

#### **Technical Qualification Criteria**

| S No | Eligibility Criteria | Details to be submitted   |
|------|----------------------|---|
| 1    | Legal Valid Entity   | <p>The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.</p> <p>Supporting Document to be submitted along with the bid:</p> <p>Proof of legal valid entity (as applicable). For example:</p> <ul style="list-style-type: none"><li>• For companies registered under company Act 1956: Self - Attested copy of Certificates of Incorporation issued by the respective Registrar of Companies.</li><li>• For partnership firms, Partnership deed, proof of address etc.</li></ul> |
| 2    | Work Experience      | Experience of having successfully completed similar works during last 7 years ending last day of month  |



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|   |                      |   |
|---|----------------------|---|
|   |                      | <p>previous to the one in which applications are invited should be either of the following: -</p> <p>a. Three similar completed works/ contracts, each cost not less than the amount equal to Rs 60.00 Lakhs</p> <p>Or</p> <p>b. Two similar completed works/ contracts, each cost not less than the amount equal to Rs 75.00 Lakhs</p> <p>Or</p> <p>c. One similar completed works/ contract, each cost not less than the amount equal to Rs 120.00 Lakhs</p> <p>The work shall be completed as a whole. Partial value/ completion shall not be considered. In case of experience certificate obtained from reputed private organization, the same shall be supported with TDS certificate by the contractor.</p> <p>Proof to be attached: Copies of Work order/ contract mentioning contract value and duration along with completion certificate</p> |
| 3 | Annual Turnover      | The bidder has to submit copies of their Annual Turnover statement of last three financial year (18-19, 19-20, 20-21) duly certified by a chartered accountant as documentary proof in support of their business turnover.  |
| 4 | Solvency Certificate | The applicant should furnish solvency certificate issued by the applicant's banker, specifically for the purpose of the above work for Rs 20 lakh in the name of Balmer Lawrie & Co. Ltd and not older than six months from the date of opening of the technical bid  |
| 5 | Vehicle details      | The bidder should own / have attached a minimum of 4 vehicles for transportation work. The bidder has to provide the details as follows:  |



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|   |                              |   |  |
|---|------------------------------|---|--|
|   |                              | Vehicle No  |  |
|   |                              | Whether owned/attached  |  |
|   |                              | Whether Affidavit attached  |  |
|   |                              | RC No/ date   |  |
|   |                              | Insurance No  |  |
|   |                              | Permit No   |  |
|   |                              | Size/ dimension   |  |
|   |                              | <p>Copies of RC Book, Insurance, Permit, Size / Dimension etc to be submitted as documentary evidence for the 4 vehicles as stated above along with above details mentioned in a separate sheet.</p> <p><b>Age of the vehicle should not be more than 8 years as on 31.09.2021</b></p> <p>Attached vehicles which are not in the name of bidder, have to upload Affidavit (as per Annexure – III) on a Non Judicial Stamp paper duly Notarized as defined in the tender document.</p> |  |
| 6 | Pan                          | Copy of PAN No. to be enclosed  |  |
| 7 | GST                          | GST registration copy must be enclosed  |  |
| 8 | Undertaking & Integrity Pact | Signed copy of undertaking along with Bid Security declaration as per Annexure II and Integrity Pact filled and signed as per Annexure IV to be submitted   |  |



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## **Special Terms & Conditions**

### **Evaluation of bid**

The evaluation of bids will be done on the basis of Grand Total calculated in Annexure I. Bidders are advised to quote for all destinations of Annexure I (Price bid), failing which the average rate quoted for that item by other bidders will be taken to evaluate the bid (As if this is the rate quoted by the party who has failed to mention a rate against that item).

### **Period of Contract**

The work order against this tender shall remain valid for a period of one year from the date of issuance of Work Order/ LOI with provision for further extension for a period of one year at the same rate, terms and conditions from the date of expiry of the contract. In case of LI bidder after receipt of work order is not in a position to execute the contract after serving multiple notices, L2 bidder may be awarded the job subject to meeting the LI price.

### **Price Escalation/ De-escalation**

No Escalation/ De-escalation shall be allowed, whatsoever.

### **Payment Terms**

The successful bidder shall submit the bills on FORTNIGHT Basis only, i.e. the first bill for the period 1st to 15th and the second bill for the period 16th to last working day of the month.

Payment will be released after 30 days from the date of submission of bill as recorded by our Operation dept.

**Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of goods by the consignees / customers in good condition, and without any loss / physical damage to the goods. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery Challan.**

**During the contract period, transportations for any new destinations apart from the contract, equivalent distance rate will be applicable.**

- 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



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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.

It is mandatory to provide the Complete Bank Details with SEAL & SIGNED of Bank/Branch Head & uploaded original scanned copy with cancelled cheque of the L1 bidders.

It is mandatory to provide the above details because payment will not be made through Cheque/ DD.

Payment will be credited directly to Vender/Seller Bank Account only through NEFT/RGTS transfer mode.

#### **Non-Placement of Trucks & Delivery**

- The successful bidder shall place the trucks as per our requirement / daily call-ups and lift the goods within 24 hours of telephonic/e-mail intimation to them. 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 and cost 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.

#### **Detention Charges**

- The company will pay detention charges of Rs 2000 per day beyond 24 hours from the time /date of reporting at the point of pick up/ delivery on case to case basis. However such detention will be authorized / certified by Operation Dept.
- It is the responsibility of the transporter to communicate by mail to Operation dept of New Delhi if truck detained beyond 24 hours with details in next day and also to obtain acknowledgement of date & time of reporting at customer's premises & also the date & time of leaving the customer's premises failing which no detention charges will be paid by Balmer Lawrie.

#### **Taxes**

Taxes will be payable as applicable extra as per Govt of India rule.



### **Consignment damage/ lost in Transit**

The vendor as a public carrier shall be responsible for any loss or damages as they are obliged under the carrier of Goods Act or the freight value of the transportation whichever is higher. They will also be responsible for safety, security and safe transportation of goods without any loss, damage and shortage. In case of theft, loss, damage they will provide all documents like proof of Non-delivery Certificate, F.I.R Shortage/Leakage/Damage certificate etc to lodge the claim with Insurance Company as per their requirement.

### **Secrecy of documents**

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.

### **Health, Safety & Environment Standard**

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 & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms are listed below:

- Drivers should possess a valid driving license.
- Each truck should have a cleaner.
- Driver and cleaner should wear Shirt and Pant only.
- Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- Truck platform to be free from rust, dents sharp areas and uneven surfaces.
- All the tyres should have proper treads.
- Head lights, indicators and reverse horn to be in working condition.
- All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- Any person accompanying the truck should not be drunken and if found the truck will be blacklisted.
- The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.



- Over all trucks should be in a well maintained condition.

### **Termination of Contract**

The company reserves the right to terminate the contract for unsatisfactory performance, dissemination of information, or for any other reason after serving notice in the event of which you shall not be entitled to any compensation whatsoever.

### **Negotiations**

Balmer Lawrie reserves the right to negotiate with the Tenderer and Negotiation shall be carried out with LI Bidder only. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/ clarifications required for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

### **Risk Purchase**

If the transport contractor unable to provide the vehicle to carry goods every day as per agreement, the company shall be free to engage any other transport contractor for this purpose at the market rates and would recover the extra charges if any, from the defaulting transport contractor's bills without any further notice. The Company's decision on the contractor's inability to provide trucks would be final.

The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws. 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 pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus.



All the vehicles to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within New Delhi jurisdiction.

The successful bidder will have to provide agreed number of sturdy vehicles in good working condition every morning to clear the entire quantity of goods scheduled for dispatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.

**PRESERVATION:** Fully covered / covered with 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 goods during transit.

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

In case of unsatisfactory performance of the transporter company reserve its right to cancel part or whole of 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 transporter.

In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful contractor at any stage of operation of the contract, company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be assign any reason for its action. Such cancellation will be without prejudice and entirely at company's discretion.

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.

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 break lights should be in working condition.

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.



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.

The Company reserves the right to cancel the tender without assigning any reasons.

### **Arbitration**

All questions, disputes and differences arising under or in relation to this Enquiry / Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company), 21N.S. Road, Kolkata 700001. If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such C&MD in his place, who is willing to act as such sole arbitrator.

### **Force Majeure Clause**

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

- |   |                               |
|---|-------------------------------|
| -Declared Strike / Bandhs   | -Revolution                   |
| -Lockout  | -Wars                         |
| -Natural Calamities   | -Acts of enemies of the state |
| -Decrees of any Government or -Governmental Authority                               | -Riots                        |
| -Any reason other than the above will not be considered as force majeure condition. |                               |

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



**PRICE BID**

| Estimated cost |                  |                       |             |                    |
|----------------|------------------|-----------------------|-------------|--------------------|
| Pick up (From) | Destination (To) | Rate per trip (in Rs) | No of trips | Total cost (in Rs) |
| A              | B                | C                     | D           | (C*D)              |
| Kanpur         | Leh              |                       | 50          |                    |
|                | Udhampur         |                       | 20          |                    |
|                | Kargil           |                       | 20          |                    |
|                | Srinagar         |                       | 20          |                    |
| Grand Total    |                  |                       |             |                    |

**Note:**

- Formula for L1= Lowest of Grand Total
- Quantity shown above are estimated for calculation purpose only and no guarantee of qty/nos can be given
- Rates should be exclusive of Tax applicable as per Government Tariff
- Rates should be exclusive of loading and unloading charges
- It will be the responsibility of the bidder to arrange for toll gate fee, interstate permits fee, airport entrance fee, MCD toll, DND charges, parking fee and octroi if any. No actual/ receipted charges will be reimbursed
- Rates should be valid for at least 2 years from the date of commencement of contract as per Work Order of Balmer Lawrie & Co. Ltd
- Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicative quantity



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***Annexure II***

**Vendor Undertaking cum Bid Security declaration**

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

We also declare that if we withdraw or modify our bid during period of validity as laid down in the tender document, we will be suspended for the time specified in the tender document.

Place:

Date:

**(Signature of the tenderer with seal)**



***Annexure-III***

**(Affidavit For Attached Trucks)**

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

I, ..... son / daughter / wife of Shri  
..... aged ..... resident of  
..... do hereby  
solemnly affirm and declare as under.

1. That Shri./Smt. .... Proprietor / partner of  
firm ..... is my  
..... ( state relationship).
2. That I am the owner of the truck/ LCV No. .... bearing engine  
No. .... chassis No. .... make and  
Model .....
3. That I have attached the above mentioned truck/ LCV/MHCV with  
M/s ..... who is participating in the tender  
floated by M/s Balmer Lawrie & Co. Ltd. (SBU-Logistics Services-New Delhi) under operation  
with M/s Balmer Lawrie & Co. Ltd. (SBU-Logistics Services-New Delhi) till the validity of the  
contract awarded to M/s .....
4. I confirm that I am not the haulage contractor at the Plant where my trucks are being  
attached.
5. That I have not attached the above mentioned truck/LCV/MHCV with any other bidder.
6. That the subject truck/LCV/MHCV is not involved in any legal litigation other than routine  
cases of road accidents or any violation of Motor Vehicle Act.
7. That subject truck/LCV/MHCV has not been blacklisted so far by any Oil Company.

DEPONENT

Verified that the contents of the above affidavit are true and correct to the best of my  
knowledge and belief. No part of it is false and nothing has been concealed therein.

Verified at ..... on .....



**Draft Integrity Pact**

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

And

\_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_.

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

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

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - A**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award



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of the contract.

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

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

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

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

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

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

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

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

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



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

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

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

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



- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

**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.

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(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----



**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)  
Logistics Services, NBCC Tower,  
Okhla Phase 1, Near Crown Plaza Hotel  
New Delhi-110020  
011 42524167/176

Witness 1 :  
(Name & Address)

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Witness 2 :  
(Name & Address)

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