

REGIONAL HUMAN RESOURCE DEPARTMENT
EASTERN REGION - KOLKATA



SINCE 1867

**BID DOCUMENT FOR EMPANELMENT OF MANPOWER AGENCIES FOR
PROVIDING MANPOWER THROUGH OUTSOURCING ROUTE ON ALL INDIA
BASIS**

The tendered items is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said items on GEM

Note: No change in the document by the bidder is permissible.

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Balmer Lawrie & Co. Ltd
Regional Human Resource Department-Kolkata

[21 , Netaji Subhas Road , Kolkata – 700 001

Phone Number: 033 24500148

Email: panda.r@balmerlawrie.com

CHAPTER 1: INVITATION OF THE BIDS

Sl. No.	Description	Details
1	Name of Tender	Tender for Empanelment of Manpower Agencies for providing manpower through outsourcing route on all India basis
2	Tender No.	BL/HR/RHR/OUTSOU/PT/202122/0003
3	Validity of Offer	180 Days
4	Contract Period	Two years with provision for further extension by another one year
5	Downloading / Submission of Tender	
	a. Starts on	04 pm on 29/10/2021
	b. Closes on	03:59pm on 19/11/2021
6	Opening of Tenders	05pm on 19/11/2021

Founded by two Scotsmen, George Stephen Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 155 years gone by, today Balmer Lawrie is a Mini-Ratna I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a gross turnover of Rs. 1592.77 crores and a profit before tax of Rs. 156.65 crores for the year 2020-2021. Along with its seven Joint Ventures in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. For details on the organization and its Strategic Business Units (SBU) please visit www.balmerlawrie.com.

The Company invites online bids from reputed Manpower / Temping Agencies for providing manpower on outsourced basis for its different businesses / operations across India depending upon the requirements of the organization from time to time.

The Interested Agencies are requested to apply online through the e-tendering portal <https://balmerlawrie.eproc.in> by **19/11/2021 3:59p.m. UNDER NO CIRCUMSTANCES WILL THE COMPANY ACCEPT ANY OFFER/APPLICATION IN PHYSICAL FORM.**

Any queries may be sought by emailing us on panda.r@balmerlawrie.com with the subject line "Empanelment of Manpower Agencies". For any queries related to the tender notice, the Agency can contact Mr. Ratikanta Panda, Manager [HR] – G&L, Kolkata on any working day from Monday to Friday between 10 AM to 6 PM at P-43, Hide Road Extension, Kolkata-700 088 Contact No. 033 24500148.

1.0. Scope of Service

The complete details of services to be provided and related procedure to be followed by the Empanelled Manpower Agency (ies) for providing these services are indicated in Annexure-I to this note.

2.0 Pre- qualification criteria for empanelment of Agencies

2.1 Agencies meeting the required criteria as stated in this document at Annexure-I and Part A shall be only considered for Price Bid. Further, Agencies not furnishing the documentary evidence as required will not be considered.

2.2 Pre-qualification of the Agencies shall not imply final acceptance of the Price Bid. The Agency may be rejected at any point during Techno Commercial evaluation or during Price evaluation. The decision in regard to acceptance and/or rejection of any or all offer in part or full shall be the sole discretion of Balmer Lawrie and Co. Ltd. (BL in short) and decision in this regard shall be binding on the Agencies.

3.0 General Terms and Conditions

3.1. Provisions for Micro, Small Enterprises (MSE):

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

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

(i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;

(ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

The tendered item is not split-table hence price preference to MSE bidder not applicable.

3.2. Tender Cancellation

The tender may be cancelled due to any unforeseen/unavoidable circumstances or due to any other reason at any stage of the tender processing as per sole discretion of BL and BL is not liable to provide any reason to the Applicants for the same.

3.3. Provision of GST

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

3.4. Local Content Clause

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

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

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

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

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

Non - Local supplier' means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

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

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

Verification of local content

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

3.

Sl No	Item(s) Description	Percentage of local content in your product

5. Ground Defence Clause

Restrictions on Ground of Defence of India and National Security

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. (To be inserted in tenders for Works contracts, including Turnkey contracts} The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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

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

7. Integrity Pact (IP)

Submission of Integrity pact agreement is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity pact draft attached as Annexure II to be printed on the plain paper and signed and stamped by the authorized signatory of the bidder to be submitted along with technical bid of the tender. The validity of the integrity pact should be at least for 12 months or more from the due date of the tender. The signed Integrity Pact should be complete in all respect and it is required to be uploaded in the e-tender portal along with bid. The said integrity pact shall be signed in all the pages by the authorized signatory of the vendors, who sign the bid and techno commercial bid and should cover for Providing manpower on outsourced basis (all india). The scanned copy of the integrity pact may be send through e-mail followed by original hard copy through courier.

However, bidders who have already submitted the Signed and stamped integrity pact for a validity period of 12 months or more need not to submit the document against each and every repetitive tender for the tenders of the same items subject to its validity remains at

least 6 months after the due date of the tender. In case the validity of the integrity pact (submitted by bidder against repetitive tenders of the same item(s)) remains less than 6 months, the bidder should submit a fresh integrity pact for a period of next 12 months valid from the last date of validity of previously submitted Integrity pact as a continuation of the agreement.

6(a) Bid Security Declaration

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

In case any bidder withdraws or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 03 (Three) months (based on the frequency of tender and contract period, to be defined by the tenderer while preparing the NIT – may change tender to tender). In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.”

(b) Severability : In the event that nay one or more of the provisions contained herein shall for any reason be held to be invalid , illegal or unenforceable in any respect , such invalidity , illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable

(c) Dispute Resolution and Governing Law

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

Dispute Resolution: All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed mutually between the parties and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In

relation to any legal action or proceedings to enforce this Agreement respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto (“proceedings”) each of the parties. In case of any dispute, the courts of Kolkata shall have jurisdiction. Government of India shall not be made party to any such dispute.

3.8 Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link “**Bidding Manual**”.

3.8(a) Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>.

You may contact the following resource persons for any assistance required in this regard.

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: [c1india\[dot\]com](mailto:c1india@dot.com)

Dedicated Helpdesk for Balmer Lawrie

Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON – FRI
2. Mr. Lakshmanan P (Chennai)	lakshmanan@c1india.com	+91-8248990022	MON – FRI
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124-4302000 (Ex-236)	MON – FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91-8017272644	SAT

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NOTICE INVITING TENDER

Tender No. – , BL/HR/RHR/OUTSOU/PT/202122/0003 Dated- 29/10/2021

Due Date – at 3.59 P.M by 19/11/2021

Escalation Level 1

Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
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Escalation Level 2

Mr. Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007
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3.8(b) Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate (Encryption & Signing) from any certified CA (Certifying Authority).

3.8(c) Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Price Bids / offers shall be accepted. The documents supporting Techno Commercial Bid if required can be sent by post in a sealed envelope.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

3.8(d) Filling of Tender Documents

- The bidders are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- Any additional terms and conditions given by the bidder in their offers will not be binding on Balmer Lawrie.
- The sole proprietor or authorized representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie. In case of heavy documents/ documents involving large size, the same can be sent in sealed envelope clearly marked as **BIDS FOR “EMPANELMENT OF MANPOWER AGENCIES FOR PROVIDING MANPOWER THROUGH OUTSOURCING ROUTE ON ALL INDIA BASIS” to Shri Sumit Dhar, Chief Manager [HR] - RHR [ER] Balmer Lawrie & Co. Ltd., 21 Netaji Subhas Road, Kolkata- 700001**”, so as to reach by.

3.8(e) Verification of Documents

- Bidders (or their authorized representative) will be required to come to 21, N S Road, Kolkata – 700 001 (Ground floor) on a date to be intimated for production of all original documents, the scanned copies of which have been submitted with the e-tender towards their qualification.
- Failure on part of the bidder to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- Bidder should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- Incomplete Tenders are liable for rejection without any further communication to the bidder and decision of Balmer Lawrie in this respect will be final.
- Any party submitting false or forged documents would invite strict action including Black Listing, or any other action as deemed fit.
- Balmer Lawrie reserves the right to reject any or all bids or cancel the tender without assigning any reasons whatsoever and the decision of the Company shall be final and binding.

4.0 Submission of Online Bids

Price bid to be compulsorily through online bidding (no hard bid accepted).

[A] **Technical / Commercial Bid [Unpriced]**- The technical bid to be filled in online through BL e-proc website. However, the form Part-A along with all supporting documents to be submitted either by uploading in BL-e-proc website or through sealed envelop or both. In case of submission of the supporting documents in sealed envelope to be super scribed with the tender no and due date of the tender.

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[B] **Price Bid** – To be filled in only through BL-e-proc website. No hard bid is accepted. Price bid through email is also not acceptable. If any bidder submits the price bid in any of the offline mode, either through hand bid or through email shall be rejected.

For Price Bid, only the rates are to be submitted as per given format.

If Bidder submit the price bid offline/in envelope/through email shall be disqualified.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

5.0 Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

6.0. Incomplete offers are liable to be rejected

7.0 Balmer Lawrie reserves the right to terminate contract by giving 1[one] month notice if agency fails to comply with statutory provisions and conditions mentioned in Annexure I.

8.0 In case of any query you may seek reply through above mentioned e-mail id.

CHAPTER 2 – ELIGIBILITY CONDITIONS

The Bidder shall be required to comply with the minimum eligibility conditions as mentioned herein below. The documents / certificates as given below shall be required to be submitted by the Agency along with the Techno Commercial Bid (Part – A)

- a) Only registered and bona-fide Service Providers/ Agencies having minimum annual turnover of **Rs. 10 crores (Rupees Ten Crore Only)** in average of last three Financial Year may ease out the criteria of the preceding three years (To attach Annual Report / Balance sheet for the preceding 3 years preferably for the year 2018-19, 2019-20 and 2020-21 need apply).
- b) Service provider/Agencies shall have at least 5 (five) years' experience of satisfactory providing manpower on outsourced basis in any three leading Corporates / PSUs each having offices within India. In support of this, copy of relevant Work Order(s) & Completion certificate should be enclosed. (Copy to be enclosed)

WO/PO for last 5 (five) years for similar works till 2020-2021 needs to be submitted.

- **3 (three) similar work of min value Rs. 10.91 crores each**
Or
- **2 (two) similar work of min value Rs. 13.64 crores each**
Or
- **1 (one) similar work of min value Rs. 21.83 crores each**

Copy of relevant Work Order(s) & Completion certificate should be enclosed. (Copy to be enclosed). For ongoing contract payment statements needs to be given.

- c) The Agency must have offices / presence in at least two major cities in each region North, South, East and West out of the cities mentioned in the List placed at Annexure II. (To please submit address of such offices along with documentary proof)
- d) The Agency has registration with PF, ESI, Contract Labour (Regulation & Abolition) Act, 1970. (To produce supporting documents)
- e) The Agency shall have GST & Professional Tax registration. (Copy of certificate to be produced)
- f) The Agency agrees with the conditions as stipulated at Annexure I of the tender document.
- g) The empanelled agency shall have to submit an indemnity bond on Rs.100 non-judicial stamp paper duly registered as per the attached draft within 15 [fifteen] days of the issuance of contract.

CHAPTER-3
ANNEXURE – I

GENERAL TERMS & CONDITIONS

- 1.1 The company would raise an indent for Manpower requisition, clearly defining the role profiles including duties and responsibilities of the staff needed purely on deputation. The role & personal profile will clearly give details of competencies/skills needed, educational qualifications, relevant experience, compensation and duration of deputation. The no. of staff needed would also be clearly indicated in this requisition.
- 1.2 The Agency would be required to identify candidates meeting the criteria as requisitioned by BL within 07 days (or earlier as the case may be) of sending the requisition.
- 1.3 The Agency will be required to inform the shortlisted candidates and hold interview of the shortlisted candidates who satisfy the desired age, qualification and experience etc.
- 1.4 In case, the resume of a candidate has already been received by Balmer Lawrie (BL) through alternate means, Balmer Lawrie will forward the same to the Agency/ies for the agency/ies to decide independently whether such candidate meet the criteria laid down.
- 1.5 Based on the performance of the candidates in the interview, suitability, experience and background in relation to the envisaged job requirements, the Agency/ies will select the candidate/s . The Agency can consult BL in the matter. The Agency shall facilitate deputation of such selected candidate/s to the company within a maximum period of one month from the date of communication of selection.
- 1.6 The personnel deputed to company will be in the rolls of the Agency/ies. They shall be the employee of the Agency for all purposes. There shall be no employer – employee relationship between the deputee and BL for any purpose whatsoever. During or after the deputation period, the deputee shall neither raise nor have any claim for employment with Company. The candidate shall not be below the age of 18 years and not more than 60 years and should have a valid contract of employment with the Manpower Agency.
- 1.7 The Salary/Compensation of the personnel deputed to BL will be fixed as per the terms and conditions of the Agency including the statutory deductions. The Compensation structure may be revised from time to time and the Agency must abide by the same.
- 1.8 The personnel will be on a deputation period of 12 months or such other period as desired by the BL. The period of deputation may be reduced/ extended upon mutual discussion/consent between BL & Agency, depending upon the deputation requirement of the Company
- 1.9 In the event, a selected candidate deputed to Company leaves within 6 months and the Agency cannot provide a suitable replacement within 15 days thereof, 100% of the fees paid to the Agency for sourcing the candidate will be deducted by BL by way of adjustment against immediate next payment due to the agency.
- 1.10 The Agency will handover deputation letter to the deputees, giving details of his service conditions and send the company a copy of the acceptance letter within 3 days of his/her placement on deputation in Balmer Lawrie.

- 1.11 In the event BL intends to reduce / rationalize the number of deputees or for any reason/s intends to discontinue the services of any deputees, the same shall be informed to the Agency by BL along with a Notice period of one month / payment in lieu of such Notice period to the Agency.
- 1.12 If a depute provided by the Agency, leaves the services of the company prior to expiry of contract, the Agency will provide acceptable replacement within maximum period of 10 days from the date of placement of requisition by BL.
- 1.13 The Agency will designate one of its employees in each region who shall function as the 'Single point of contact' (SPOC) for all matters including any dispute emanating out of this contract for the designated region and also act as supervisor. All deputees in the region shall be deemed to be reporting to the respective 'Single point of Contact' designated by the Agency/ies for the region in which the depute is placed by the Agency/ies.
- 1.14 Within 30 (thirty) days of the issue of the letter of intent, the Agency shall be required to deposit 3% of the contract value towards Security deposit by way of a demand draft drawn in favour of "Balmer Lawrie & Co. Ltd." payable at Kolkata or by way of Bank Guarantee from a Scheduled Commercial Bank (List of Banks whose BGs are acceptable may be obtained from BL). The Security deposit amount shall be refunded without interest on completion of the contract period subject to satisfactory completion of the contract and clearance of all dues - statutory & others.
- 1.15 Every person engaged by company on deputation from Agency shall be an employee of the said Agency and none of the depute of the Agency shall have any claim whatsoever against the company including any claim for employment with BL either in course of deputation to BL or on expiry of the contract of the Agency with BL. BL will not be held responsible or liable under the laws that are in force and that may come in force from time to time in respect of the deputed employees. There shall be no employer-employee relationship between BL & the depute.
- 1.16 The Agency will be required to furnish an Indemnity Bond as per proforma attached within 15 [fifteen] days of issuance of the contract.
- 1.17 The Agency shall disburse the salary to its employees deputed to BL on the 1st of the following month. If the first day of the month is a holiday, payment will be made on the immediate next working day. Any adjustment for the services rendered in the month, shall be made in the subsequent month.
- 1.18 However, certain payments of the nature of settlement of claim for travelling to deputees engaged in sales / marketing or overtime payments etc will required to be disbursed on 15th of the month by the agency.
- 1.19 The Agency shall be responsible for ensuring that all the deputees eligible to be covered under ESI have requisite ESI Card/ ESI Smart Card within one (1) month from the date of engagement of the depute. Failure to comply with this condition will be deemed as a violation of statutory condition and the Agency, in such cases, shall be accountable.
- 1.20 The Agency shall be responsible to issue pay slips to all its deputees either by mail or in hard copy within 7 days of the disbursement of salary. Proof of disbursement of salary, of preceding month to be shared by Agency with Balmer Lawrie along with current month's bill along with corresponding statutory forms duly stamped and signed including but not limited to proof of PF

and ESI remittances, Labour Welfare Fund, Professional Tax remittances etc as Statutorily applicable.

- 1.21 The Agency shall maintain the leave records in respect of the deputees. The monthly leave balance at the credit of the deputees shall be informed by the Agency along with the monthly pay slips to the deputees/s.
- 1.22 The Agency shall organize Help Desks at each of the major establishments of the Company where its deputees are engaged once in each quarter to expeditiously resolve issues.
- 1.23 The Agency shall arrange for insurance coverage (24x7) for accidental death or permanent / Partial total disablement etc. of its employees deputed to work in Balmer Lawrie (who are not covered under ESI) under a Group Accident Insurance Policy at par with the Employees' Compensation Act, 1923. Copy of such policy and every renewal thereon shall be provided to Balmer Lawrie as a substantial proof of having extended Insurance Coverage by the Manpower Agency within 15 days of issuance of contract / renewal, as the case may be.
- 1.24 Besides other leave/s as admissible to the deputees, the Agency shall also grant upto a maximum of 30 days Special Covid 19 leave in a Financial year to the deputees to cover hospitalization, isolation and treatment on account of Covid – 19, which shall be granted by the Agency based on advice of a Registered Medical Practitioner duly supported by RTPCR report.
- 1.25 Contribution to PF, ESI etc. (both employee and employer) shall be regulated by the Agency strictly in accordance with the statutory norms laid down, and any statute which will be brought in force by the Government or other authorities during the currency of the agreement. For example, going by the current limits, PF deduction will be limited to 12% of Rs.15000 per month or on such ceiling as may be revised by the Government from time to time. Similarly, other deductions (statutory) will be made as per existing rates or as may be revised by the Government from time to time. The Agency, as their employer, shall also be responsible for payment of Gratuity as per the Payment of Gratuity Act, 1972 as revised from time to time / under the Labour Codes (as and when it is implemented) to the eligible deputees on their separation.
- 1.26 The Salary cycle shall be from 16th of the preceding month to 15th of the current month. The Agency shall raise invoice to BL by 20th of the current month along with receipts / challan issued by the Authorities concerned towards deposit of PF, ESI in respect of the deputees for the previous month and proof of disbursement of salaries for previous month.
- 1.27 In the event the monthly challans etc issued by the Authorities concerned towards deposit of PF/ESI and proof of salary disbursement through Bank in respect of the deputees are not submitted by the Agency to BL along with the monthly invoice, BL shall not release payment to the Agency against the invoice raised and in such a situation the Agency shall not lay any claim whatsoever or refuse payment of salary to the deputees on account of non-payment by BL against the invoice. All payments by the Agency to their deputees shall be through Bank as per Government norms
- 1.28 The Manpower Agency needs to undertake the following activities:
 - a. Annual increments and fixation of salary post drawal of increments.
 - b. Maintenance of leave records/leave card & payment of leave encashment as admissible.
 - c. Ensuring annual Performance appraisal of each deputees (can obtain inputs from BL) to be completed by 30th April of each year. It shall be the duty of the Agency to maintain the

Appraisal records of each of their deputees. The annual appraisal ratings of each deputees to be communicated by the Regional SPOCs of the Agency/ies to the respective Regional HR Head of BL by 10th May every year for information only

- d. Ensuring payment of applicable minimum wages as revised from time to time.
- e. The Agency/ies shall ensure Police verification of the deputees and maintain records of the same
- f. The Agency/ies shall maintain self-attested copies of records of the deputees including their Educational qualification, date of birth/ age, experience details, list of dependents etc.
- g. Ensure Statutory compliances as applicable with respect to the deputees. The Agency shall enclose copies of challans towards PF, ESI, Insurance and other statutory compliances along with the monthly bills placed to BL for reimbursement. As the deputees employer, the Agency shall be responsible for ensuring all Statutory compliances in respect of their deputees. Any violation in complying with the Statutory guidelines/Statutes/Labour Laws and rules framed thereunder or the Labour Codes (as and when implemented) shall be the responsibility of the Agency and BL shall not be accountable / made responsible, whatsoever, for any violation/legal proceedings/ Court case / Penalty/ Fines etc. arising out of violation/non-compliance by the Agency in respect of their employees deputed at BL

1.29 The manpower Agency shall cover all its employees deputed to work in BL (and outside ESI coverage) under a medical insurance policy (for hospitalization only) of Rs. 2 Lakh per annum only for self, dependent Spouse & two dependent children below the age of 25 years, all must be residing with the deputees . The coverage shall be extended within 15 days of the issue of Contract / work order and failure to do so shall be deemed as violation of the terms of the contract. The manpower agency shall ensure issue of Medical ID Cards etc. and sharing of other details relevant to the medical insurance to all its employees deputed to work in BL. Copy of such policy and every renewal thereon shall be provided to Regional Head [HR] – Eastern Region of Balmer Lawrie as a substantial proof of having extended Medical Insurance Coverage, as stated, by the Manpower Agency for its employees deputed to work in Balmer Lawrie within one month of the start of the Contract / renewal of Policy.

1.30 BL shall be liable to terminate the contract at the risk and cost of the Agency and the security deposit with BL shall be liable to be forfeited without any reference to the Agency under the happening of the following contingencies

- i) In the event the Agency fails to disburse salary to the deputees on the due date as mentioned at para 1.17 and para 1.18 above Besides, BL shall be entitled to terminate the contract without any liability whatsoever on the part of BL.
- ii) In the event of any violation of statutory provisions/ Laws/ Rules etc on the part of the Agency including non-deposit of PF/ ESI and other statutory deposits within scheduled time.
- iii) The Agency violates any of the conditions stated in the tender and /or in the Work/ Service order.

1.32.1 For any acts of indiscipline, the Agency shall take appropriate disciplinary action against the errant deputees immediately upon being informed by BL including withdrawing the deputees from BL, if BL so intimates.

- 1.32.2 It shall be the whole and sole responsibility of the Agency to ensure that the deputees have not been served any adverse notice or have any criminal / Police case pending against them. In their own interest, the agency needs to carry out the antecedent verification of the deputees before engaging them on their roles.
- 1.33 The Agency shall forward a consolidated list once in each quarter (within 7 days following the end of each quarter) of all its deputees sourced to BL including details of address, remuneration and other details as per the format to be provided by BL.
- 1.34 Agency will comply with all the provisions of Rules/Regulation Statutory Guidelines, Acts and rules applicable to the deputees and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws read with the rules and timely submit all the periodical returns as mandated under the Acts/Rules. Further, the Agency will comply with all the requirements of the Statutory Authorities under Contract Labour Act, PF Act, ESI Act, Gratuity Act, Payment of Bonus Act, Professional Tax and all other applicable Acts including the Labour Codes (as and when they are implemented) , including timely deposit of monthly contribution to be deposited with the authorities in respect of the deputees wherever applicable. It shall be the responsibility of the Agency/ies to issue ID Card/Employment Card etc (within 7 days of the start of the contract/deputation) during deputation and Service certificate to the employees deputed to work at BL , on quitting employment. Any violation / non-compliance of the Acts/Rules etc. in respect of the deputees shall be the responsibility of the Agency and any Penalty /Fine / Legal case etc arising thereof because of non-compliance shall be the responsibility of the Agency
- 1.35 The Bidders which fulfill the conditions as stipulated in the Techno Commercial Bid, only in their case the Price Bid will be opened.
- 1.36 The contract shall be of two years with further extension by another one year subject to satisfactory performance and with mutual consent of BL and the Agency(ies) . The successful Agency (ies) shall be required to sign a s contract/agreement with BL for supply of Manpower on deputation. All Terms & Conditions including Service/Sourcing Fee etc. shall remain unchanged for initial plus extended period.
- 1.37 Agency will be required to constantly update and maintain an extensive and updated Data Bank of prospective candidates for jobs enabling it to respond to job queries promptly.
- 1.38 The Company may empanel more than one Agency, at its sole discretion and in such case, it will be the endeavor of the company to share the business with all empaneled Agencies.
- 1.39 **Basis of empanelment:**
- The basis of empanelment of vendors shall be as under.
- a) The on-line closed price bid (as per attached Proforma Part “B”) under the item/heads “TOTAL” shall be used for grading the bidders. The bidder who quotes the lowest in the on-line closed price bids shall be designated as “L1”.
- b) BL will give an opportunity to all bidders (who qualify the Techno Commercial Bid) to match all the items/heads namely the Service Charges and the Sourcing/Recruitment fee of L1 bidder and if it is agreed, then the order will be placed on all such bidders. In case none of the bidders are willing to match the L1 price, BL at its sole discretion shall decide to place 100% order on L1 bidder or go for fresh tender.

c) The bidders have no right to claim / disclaim or dispute anything during / in this process.

1.40 The agency should have their own website. Provision need to be made in their website to enable the employees of the manpower agency deputed to work in Balmer Lawrie to have access to IDs created by the manpower agency in the name of individual deputees by punching in their dedicated password to have access to their salary, leave, pay slips & other related details through the website. However, for unskilled and semi skilled manpower who do not have access to computers, the manpower agency needs to provide the pays slips in hard copy by 7th of the following month. All payments including salary etc are to be made by the manpower agency through Bank Transfer only.

1.41 The agency shall be responsible for validating the authenticity of the certificates/experience records produced by the deputees. If at any time genuineness is in question, the sourcing fee paid will be recovered in respect of the deputees in question.

1.42 The agency shall be responsible to undertake insurance coverage of all the selected candidates under Fidelity Insurance Scheme for safe guard towards any unwanted situation arising during their engagement period and must submit proof with Balmer Lawrie.

1.43 All settlement of dues shall be made by the Agency within the statutory time lines

1.43 The agency shall be responsible for verifying the following items of the selected candidates: -

- [i] Professional Experience record
- [ii] Educational Qualifications record
- [iii] Court / Police Record Check
- [iv] Residential Address

CHAPTER-4
ANNEXURE – II
LIST OF CITIES

EAST	
	Guwahati – Assam
	Patna – Bihar
	Raipur – Chhattisgarh
	Ranchi – Jharkhand
	Jamshedpur - Jharkhand
	Bhubaneswar – Odisha
	Kolkata - West Bengal
	Durgapur - West Bengal
	Asansol - West Bengal
	Siliguri - West Bengal

NORTH	
	Chandigarh – Chandigarh
	New Delhi – Delhi
	Panipat – Haryana
	Gurgaon – Haryana
	Amritsar – Punjab
	Lucknow - Uttar Pradesh
	Ghaziabad - Uttar Pradesh
	Allahabad - Uttar Pradesh
	Varanasi - Uttar Pradesh
	Dehradun – Uttarakhand

WEST	
	Ahmedabad - Gujarat
	Surat – Gujarat
	Indore - Madhya Pradesh
	Bhopal - Madhya Pradesh
	Nagpur - Maharashtra
	Mumbai - Maharashtra
	Pune - Maharashtra
	Jaipur - Rajasthan
	Jodhpur - Rajasthan
	Udaipur - Rajasthan

SOUTH	
	Bellary – Karnataka
	Bengaluru – Karnataka
	Trivandrum (Thiruvananthapuram) - Kerala
	Kochi (Cochin) – Kerala
	Visakhapatnam - Andhra Pradesh
	Hyderabad – Telangana
	Puducherry – Puducherry
	Chennai - Tamil Nadu
	Coimbatore - Tamil Nadu
	Tiruchirappalli - Tamil Nadu

List of Key Personnel and their details (Region Wise)

S. No.	Name	Designation	Telephone/ Mobile No.	E-mail-Ids
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

CHAPTER-5

PART A

DETAILS TO BE SUBMITTED ALONGWITH TECHNICAL BID

1.0 General Particulars of the Manpower Agency

- a. Name of the Manpower Agency:
- b. Full address:
- c. Phone / Fax:
- d. E-mail:
- e. Contact person:
 - i. Name
 - ii. Mobile No.
- f. Registered office (Address):
- g. Website:
- h. List of major cities where agency has offices in India:

2.0 Details of following Items

S. No.	Particulars	Details	Attach a copy of certificate (Strike off which is not applicable)
2.1	PF Registration No.		Y/N
2.2	ESI Registration No.		Y/N
2.3	GST Registration No.		Y/N
2.4	Registration under Contract Labour (Regulation & Abolition) Act		Y/N
2.5	Income Tax (give PAN No.)		Y/N

3.0 Financial standings

3.1 Turnover details for last three years:

3.2 Profit/Loss Details for last three years:

Note: Please attach annual report/balance sheet for the proceeding 3 years as mentioned in Chapter 2(a) (Eligibility conditions) of this Tender document

4.0 List of Major Companies where manpower is supplied

S.No.	Name of Client	Category/Nature of manpower supplied	Period for which supplied	No. of person supplied	If the company is in business related to BL	Name of BL-SBU the company relates to
1.					Y/N	

2.					Y/N	
3.					Y/N	
4.					Y/N	
5.					Y/N	

5.0 Total Manpower, qualification, length of average service (Category wise)/Employee strength of the organization.

6.0 Details of Bankers

1.	Name of Banker	
2.	Name of Branch	
3.	Address	
4.	Telephone No.	
5.	Type of Account (SB, Current or Cash Credit) with Code	

7.0 Other Information

7.1 Whether the Agency is ISO certified : **Y/N**

7.2 Has the Agency been filed Income Tax return for the last two years : **Y/N**

7.3 Has the organization been black listed by any
Y/N
Public Sector Enterprise/any other organization :

7.4 Does the organization have business with any
Y/N
other unit(s) of Balmer Lawrie? (if yes, attach details) :

7.5 Does any of the key personnel or their family members have
Y/N
any business/working relation with BL? :

8.0 Declaration:

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case of any false declaration, the agency will be blacklisted and will not have any dealing with Balmer Lawrie in future. The bidder agrees with all the terms and conditions of this tender document.

Note : To also attach copies of all the relevant documents mentioned in chapter-2 (Eligibility Conditions) of this Tender document.

(AUTHORISED SIGNATORY WITH STAMP)

Name :

Designation:

Date :

Place :

CHAPTER-6
PART B

(Sample format provided for reference) Price Bid to be quoted through online portal only as per following Heads, HSN/SAC No. with GST No. rate to be mentioned/filled in.

FINANCIAL BID

CM [HR & ER] - ER
Balmer Lawrie & Co. Ltd.
21, N S Road
Kolkata – 700 001

Financial Bid – Providing/Supplying of Manpower on outsource basis

In response to your Tender Enquiry No. **BL/HR/RHR/OUTSOU/PT/202122/0003 due on 19/11/2021**, we are glad to offer our best possible rate offer as under:

Sl. No.	Items/Heads	₹
1	Service Charges to be charged by the agency (per person/month)	
2	Sourcing/ Recruitment Fee to be paid for each personnel placed	
3	Background verification charges for to be paid for each personnel placed	
4	Fidelity insurance charges for to be paid for each personnel placed per annum	
5	Accident Insurance premium for to be paid for each personnel placed per annum	
6	Medical Insurance premium for to be paid for each personnel placed per annum	
7	Any other charges. (to please indicate reasons)	
8	TOTAL	

*if no details are specified the amount will be treated as nil

We agree to keep the above price valid for acceptance for a period of 180 days from the date of submission of our offer.

Note:

1. The rates as above shall be firm during the pendency of the contract.
2. For the purpose of tender evaluation, the total amount indicated by the bidder [i.e. aggregate of Sl. No. (1) + (2) of the table above] will be considered.

(AUTHORISED SIGNATORY WITH STAMP)

Name :
Designation:
Date :
Place :

CHAPTER-7

INDEMNITY BOND

This INDEMNITY made on thisday of.....2021 between (Hereinafter referred to as the "Indemnifier", which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns) of the ONE PART and Balmer Lawrie & Co. Ltd. (Hereinafter referred to as "the Company" which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the other part.

Whereas by our proven contract agreement dated _____ between _____ and _____, I agree to provide outsourced manpower services on all India basis for the period of two-years w.e.f. _____.

Pursuant to the said Agreement and in consideration of the premises, we, the Indemnifier hereby agree and undertake to indemnify and keep indemnified the Company, its Directors/Employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Company and/or its Directors/Employees by anyone whomsoever or which the Company may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier

IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above.

Signed and delivered by the within named

.....

.....

IN THE PRESENCE OF
WITNESS:

Signature(s) of the Indemnifier

INTEGRITY PACT

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

And

_____, hereinafter referred to as "The Bidder/Contractor"

Preamble

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

_____.

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

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

Section 1- Commitments of the Principal

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

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

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

intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4: Compensation for Damages

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

Section 5: Previous Transgression

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

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

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical

conditions as this one with all bidders, contractors and subcontractors.

- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8: Independent External Monitor/Monitors

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

weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

Section 9 - Pact Duration

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

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

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

Section 10 - Other provisions

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

(For & on behalf of the Principal)

(Office Seal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

NOTE:

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

1. Shri Brij Mohan Kohli
M-88 Ground Floor, GK 2 , New Delhi -110048 // Contact No 9868896899
brijmkohli@gmail.com

2. Dr Bibhuti Bhusan Pattanaik
302, New Shivalik CGHS , Plot No 4, Sector -51 Gurgaon 122002 (Haryana) // Contact No :
9818372724 // Pattanaik181@yahoo.com