

Corrigendum Details

Please note that there was a minor typographical error in the contact details provided The details have been corrected as follows Name Sujoy Ghosh Email ghosh dot sujoy at balmerlawrie dot com

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Documents	



बामर लॉरी एण्ड कं. लिमिटेड
Balmer Lawrie & Co. Ltd.

NOTICE INVITING LIMITED TENDER-UNDER SINGLE BID SYSTEM FOR THE PROCUREMENT OF SERVICES OF A PROFESSIONAL SERVICES FIRM OF REPUTE HAVING CHARTERED ACCOUNTANTS FOR A FACT FINDING REVIEW OF SELECT TRANSACTIONS OF THE COMPANY'S LOGISTICS SERVICES UNIT LOCATED AT NEW DELHI

Tender Ref No.BL/CORP. A&F/ACCOUNTS/2025-26/01

Dated: 27/10/2025

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Last date and time for submission of Bid & Tender Document	11/11/2025, 16:00 HRS

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Disclaimer

The information contained in the Tender document or information provided subsequently to applicants, whether verbally or form by or on behalf of Balmer Lawrie & Co. Ltd. is provided to applicants on terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

Introduction to the Organization

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the **158** years gone by, today Balmer Lawrie is a **Miniratna-I** Public Sector Enterprise under the **Ministry of Petroleum and Natural Gas**, Govt. of India, with a turnover of Rs.2578 crores and a Profit After Tax of Rs.233 crores for FY 2024-25. Along with its four Joint Ventures and one Subsidiary in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both Manufacturing and Service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services. It also has significant presence in most other businesses, it operates in, viz, Chemicals, Logistics Infrastructure, etc. In its entire years of existence, Balmer Lawrie has been successfully responding to the demands of an ever-changing environment, leveraging every change as an opportunity to innovate and emerge as a leader in the Industry. Today Balmer Lawrie has eight Strategic Business Units-Industrial Packaging, Greases & Lubricants, Chemicals, Travel & Vacations, Logistics Infrastructure, Logistics Services, Cold Chain and Refinery & Oil Field Services, with offices spread across the country and abroad. Tender on the specified services has been invoked by the Corporate A&F Function to be delivered in line with the broad framework of the **Notice Inviting Tender (NIT)**.

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Section 1: NIT (Notice Inviting Tender)

Notice Inviting Tender (NIT)

To,
M/s _____

Dear Sir/Madam,

Balmer Lawrie (BL) wishes to float a limited tender for procurement of **A PROFESSIONAL SERVICES FIRM OF REPUTE HAVING CHARTERED ACCOUNTANTS FOR A FACT FINDING REVIEW OF THE COMPANY'S LOGISTICS SERVICES UNIT LOCATED AT NEW DELHI UNDER SINGLE BID SYSTEM.**

Tender document can be downloaded from our corporate website www.balmerlawrie.com and our e-Procurement Platform <https://balmerlawrie.eproc.in>.

Requesting bidder to put its most competitive bid online, as per the Terms and Conditions stated in the Tender Document. The contents of this Tender Document are as follows:

1. Interpretation of General Conditions of Contract – **Section 3**
2. General Instructions to bidder – **Section 4**
3. General Terms and Conditions - **Section 5**
4. All **Annexure & Price Bid Format – Annexure-1 to 4**

The bidder(s) is/are advised to submit its/their most competitive offers, complete in all respects and without any deviation.

The responses from registered bidders alone shall be accepted for this tender. In case any other bidder is interested, it make seek to register with the Company, and subject to such registration being confirmed, it would be considered for subsequent tenders of similar nature.

The Bid shall comprise (Scan Photocopy/Supporting documents, duly stamped, uploaded for Annexures 1 to 4):

- i. **Bid form (Bid submission letter)–This should be duly signed by the person authorised to act on behalf of the bidder.**
- ii. **Self-certification by the person authorised to act on behalf of the bidder for the address of the permanent office premises in Delhi / NCR.**
- iii. **Self-certification of number of professionals conversant with knowledge of freight forwarding business accompanied by the following declaration–**

“Our team shall comprise at least one professional conversant with freight forwarding business and requisite details of such person(s) will be shared with BL before commencement of work.”

- iv. Signed hard copy of the NIT document duly filled (all pages to be signed and stamped)
- v. All Forms and Annexure attached, duly filled, signed and stamped.
- vi. Power of Attorney or other proof of Authority (or a copy duly attested by a Gazetted Officer) of the person who has signed the tender.
- vii. Any other documents required in terms of this tender.

Price Bid Submission

Price Bid may be submitted online in the price bid section of BL’s e-procurement web- platform.

Tender Submission

The bidder would be required to register on the e-procurement site <https://balmerlawrie.eproc.in> and submit its bid online.

For registration and online bid submission, bidder may contact the following officials at the HELP DESK of M/s C1 India on browsing the website <https://balmerlawrie.eproc.in> during business hours:

Contact Person	Email	Contact Number	Days
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	Monday - Friday
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071	Monday - Friday
Helpdesk Support (Kolkata)	blsupport@c1india.com		Monday - Saturday

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on the e-procurement platform and 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 the same (**with both Signing and Encryption Components**). They may contact HELPDASK of M/s C1 India or any other DSC service provider.

If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the tender is liable to be rejected and bidder liable for blacklisting, besides cancellation of work and criminal prosecution. The undermentioned **advisory** is to be noted carefully in this regard:

“Submission of authentic documents is the prime responsibility of the bidder. However, **BL** reserves the right to verify the Pre-qualification Criteria (**PQC**) documents submitted by the bidder(s). For the purpose of verification, bidders shall submit their complete client details with names, address, phone numbers and e-mail ids, with the understanding that **BL** may contact the bidders’ client(s) to verify the PQC documents. Wherever required, bidders may have to submit notarized/verified copy of PQC documents. Non-submission of these documents, if asked for, will lead to rejection of offer. Should **BL** decide to place the order, pending verification of PQC documents, payment shall be made only

after completion of order. If at any stage, the PQC documents are found to be forged/false/fake, suitable penal action shall be taken, which may include offer rejection, termination of order (wherever applicable) and holiday listing/suspension (in **GeM**) of the bidder.”

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda/Tender date extension notice issued by the Tender Inviting Authority on time-to-time basis on the e-Procurement platform. Interested parties have to keep referring to the website for further information. BL shall not be responsible for any claims/problems arising out of this.

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. **M/s C1 India or Balmer Lawrie will not be held responsible for incomplete bid submission by the users.** Bidder may also note that the incomplete bids will not be saved by the system and will not be available to the Tender Inviting Authority for consideration.

Neither the Organization (**Balmer Lawrie & Co. Ltd.**) nor **M/s C1 India** are responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons, thereof.

Successful bidder shall be responsible for completion of the contract in all respects. **Balmer Lawrie** reserves the right to accept or reject any tender or portion of tender, or reject all tenders without assigning any reasons, thereof.

This is merely a request for quotation and carries no commitment/obligation to award the contract. RFQ does not obligate **BL** to pay any costs incurred by respondents in the preparation and submission of the proposal. Furthermore, the RFQ does not obligate **BL** to accept or contract for any expressed or implied services.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,
[Balmer Lawrie & Co. Ltd.]

Section 2: Tender Schedule

Tender Schedule:

Sl. No.	<u>Particulars</u>	<u>Description</u>
1.	Tender reference number	BL/CORP. A&F/ACCOUNTS/2025-26/01
2.	Date of Publishing of Tender document on the website	27/10/2025
4.	Last date and time for submission of Tender/Bid	11/11/2025, 16:00 HRS
5.	Validity of Price/Quoted Commercials	180 days
6.	Place of Submission of Bid	Price Bid: https://balmerlawrie.eproc.in

Section 3: Interpretation of General Conditions of Contract

1. General

The following general conditions shall be read in conjunction with the other conditions of the contract and special conditions of the contract.

2. Discrepancy in the Tender Document

Should there be any discrepancy, inconsistency, error or omission in the Tender Documents, the bidder shall bring it to the notice of the **BL** Officer for necessary clarifications/actions. In the event such matters are referred to later, the decision of the **BL** Officer directing the manner in which the work is to be carried out, shall be final & conclusive, and the bidder shall carry out the work in accordance with this decision.

3. Bidder

The bidder means the Firm or Company on whom the Order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators, et al.

Section 4: General Instructions to Bidder

1. Ethical Standards

- A. Bidders are expected to observe the highest standards of ethics during the procurement and execution of this Contract. In pursuit of this policy, **BL** will reject the proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

For the purposes of this provision, the terms set forth below are defined as follows:

- (I) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence action in the procurement process or in Contract execution; and
 - (II) “Fraudulent practice” means a misrepresentation of facts in order to influence the procurement process,
 - (III) “Collusive practice” means the designs to establish bid prices at artificial, non-competitive levels to deprive **BL** of the benefits of competition.
- B. Bidder should not have been blacklisted by any CPSE/Central Government Organization. A declaration in this respect must be submitted by the bidder in its Letter Head, duly signed by the Authorised Signatory of the bidder.

2. **Clarifications in bidding documents**

Bidder can seek any clarification on the bidding document through written mail to **Sujoy Ghosh at ghosh.sujoy@balmerlawrie.com** at any time before the bid submission deadline.

BL may at its sole discretion amend the bidding documents at any time prior to the deadline of submission of the bid; however, in case of such amendment, the bid submission date may be extended at the discretion of **BL**. Amendments made prior to the submission of bid will be communicated in the form of Corrigendum to the bid documents.

3. **Extension of date for bid submission**

BL may, at its discretion, extend this deadline for submission of bids, in which case, all rights and obligations of **BL** and bidder will thereafter be subject to the deadline, as extended. Information on deadlines would be published in the site where the tender has been published.

4. **Related Party Disclosure Clause**

Bidder is required to state “Whether any of the Directors of **BIDDER** Company is a relative of any Director of **BL** or the **BIDDER** is a firm in which any Director of **BL** or his/her relative is a Partner or the **BIDDER** is a Private Company in which any Director of **BL** is a member or Director.

5. **Bid Price**

The e-bid price must be prepared in accordance with the instructions specified below:

- a. The price bid should be completed as per the price bid format only in **ONLINE MODE** in PDF format,
- b. Offer validity – **60 days from the last date of bid submission.**
- c. The total price must include all incidental costs associated with the provisions of services including travel, transportation, communications, fees, licence cost, cost of service from 3rd party for requested integration, etc., imposed on the bidder in India or any other country. There should be no other hidden costs for items quoted & no additional expense would be borne by **Balmer Lawrie**, except the quoted price. The offer must be made in Indian Rupees only and it should include all other charges, if any. Applicable taxes should be separately disclosed.

- d. Quoted Commercials/Rates should be valid for **180 days** from the date of contract with bidder. Price bid should be quoted only in the e-procurement site as per the format provided for in **Annexure**.
- e. The bidders to quote competitive prices, considering the fact that price negotiations, if required, will be held with the lowest bidder **only**.

6. Modifications and withdrawal of bids

The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by **BL** prior to the deadline prescribed for bid submission, as mentioned in the Tender Document.

7. Bid Opening

Opening of Bids by **BL**:

- a. The tender will be opened within 3 working days from the last date of bid submission.
- b. Evaluation of "Price Bid" in the e-procurement site will be as per the rules under Single Bid system.

8. Preliminary examination of bids

- a. **BL** will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bid found to be non-responsive for any reason or not meeting the criteria specified in the Bidding Documents will be rejected by **BL** and shall not be considered further.
- b. Prior to the detailed evaluation, **BL** will determine as to whether each bid is complete and is responsive to the Bidding Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents.

9. Clarifications

During the bid evaluation, **BL** may, at its discretion, ask the bidder for a written clarification of its bid, which the bidder is bound to provide within a specified time, failing which, **BL** may reject the bid at its discretion.

10. Award of Contract/Purchase Order

- a. **Balmer Lawrie** reserves the right to accept or reject any first (original) or updated bid, and to annul the bidding process and reject all bids at any point of time, prior to award of contract, without thereby incurring any liability to the affected bidder, or any obligation to inform the affected bidder of the grounds for such action.
- b. **BL** may at its own discretion cancel the tender without assigning any reason to the bidder.
- c. **Contract will be awarded to the L1 bidder as per the rules under Single Bid system, based on the lowest price quoted. Kindly refer to Annexure 1- Price Bid for L1 calculation.**

11. Commencement of Work (BL Intends to issue P.O. to the successful bidder, also called

the Service Provider)

The Service Provider shall provide the service on specific intimation from **Balmer Lawrie** in writing or at the time indicated in the P.O., and shall proceed with the same with due expediting, without delay. If the Service Provider fails to commence the work as per the terms of the Order/Contract, **Balmer Lawrie**, at its sole discretion, will have the right to cancel the Order/Contract.

12. Bid Evaluation Criteria

- a. **BL** will evaluate the bids as per the process under the Single Bid system.
- b. **BL** will examine the bids to determine whether they are complete as per checklist and/or as per the requirements of the Bidding Document.
- c. **BL** will examine the bids to determine whether they are complete, whether the original bidding document and Addendum/Corrigendum, if any, have been returned with all pages signed, and the bids are generally in order.
- d. It shall be ensured that the lowest bid/offer is justifiable, looking at the prevailing market rates of the services.

13. Expenses to be borne by bidder

All expenses in preparation and submission of bids and visits to the office or any place in connection with the preparation of the Bid shall be borne by the bidder. **BL**, under no circumstance, shall be held responsible or liable for these costs, regardless of the outcome of the bidding process.

14. Termination of the Contract

The contract can be terminated by either party by giving **one** month's clear notice in writing to the other. Without prejudice to **BL**'s right or remedy available to **BL**, it may terminate the Contract, or any part thereof, with immediate effect, by giving a written notice to the bidder if:

- The bidder fails to provide services or contractual obligations in accordance with the provisions of the contract.
- The bidder suspends the performance of all or part of the contract, or
- The bidder abandons the contract, or
- The bidder becomes bankrupt, or goes into receivership or liquidation, or makes an assignment for the benefit of his creditors.
- If the Tender Committee becomes aware of subsequent developments during the course of performance of the Contract, which is ultra vires the declarations given (within **Annexure**), at the time of award of Contract, **BL** reserves the right to take discretionary measures for continuation, or otherwise, of the Contract.

In the event of termination of Contract, the amount due to the service provider as per the contractual provisions, after recovery of dues (from service provider's pending invoices, etc.), shall be released to it.

Renewal of Contract shall be subject to the performance of the bidder.

15. Language of Bid

The bid, prepared by the bidder, including all correspondence, etc. relating to the offer/bid shall be in ENGLISH language only.

16. Transfer of Bid document

Transfer of bids submitted by one bidder to another is not permissible.

17. Invoices and Payments

- a) The service provider's request for payment shall be made to **Balmer Lawrie** in writing, accompanied by an invoice for the services rendered describing, as appropriate, the milestone completed. The Invoices will have to be raised according to the explicitly agreed rates and payment terms of the Contract. The Contract Price shall be paid in Indian Rupees in accordance with the payment schedule.
- b) The tax element applicable from time to time to be shown separately in the invoice.
- c) Payments shall be made promptly by **Balmer Lawrie**, but in no case later than 30 days after submission of an original invoice along with the stipulated acceptance/delivery certificate signed by the Competent Authority/Authorised Representative, unless there is a clarification sought by **Balmer Lawrie** within this time.
- d) Payment will be done via NEFT mechanism only.
- e) Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- f) **BL** may, at any time, by a written order given to a tendering party, make changes within the general scope of the Contract related to terms & references, enlarging or reducing the scope or specifications. If any such change causes an increase or decrease in the cost of or time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall be amended accordingly.

Section 5: General Terms and Conditions

1. The following terms shall have the meaning hereby assigned to them, except where the context requires, otherwise:
 - a. **Balmer Lawrie & Co. Ltd.** shall mean a Company registered under the **Indian Companies Act, 1913** having its Registered Office at **21, N.S Road, Kolkata-700001** and its Authorised Officers or other Employees authorised to deal with this Contract.
 - b. "BIDDER" shall mean the individual, or firm who enters into this Contract with **Balmer Lawrie**, and shall include its executors, administrators, successors and assignees.
 - c. "CONTRACT" or "CONTRACT DOCUMENT" shall mean and include the Agreement, the Work Order, the accepted General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to bidder, etc.
 - d. Any conditions or terms stipulated by the bidder in the tender documents or subsequent letters shall not form part of the Contract, unless specifically accepted in writing by **Balmer Lawrie** and incorporated in the Agreement.
 - e. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions/ Conditions, pertaining to the work and any other relevant reference in the Tender Document, for which the bidder is required to submit its offer.
 - f. "SINGULAR AND PLURAL" words, etc., carrying singular number shall also include plural and vice-versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Company or Association, or Body or Individuals, whether incorporated or not.

- g. "VALIDITY OF THE CONTRACT," the contract will remain valid till all the activities specified therein, are completed, in all respects to the satisfaction of **Balmer Lawrie**.
 - h. "COMPLETION OF THE CONTRACT," the contract will be treated as complete on full and final settlement of all Bills/Invoices raised under the Contract, with no claim on either side.
2. Complaints, notices, communications and references shall be deemed to have been duly given to the service provider, if delivered to the service provider, at his declared address, or to his authorised agent/representative, either through physical mode or electronically.

3. **Observance of Local Laws:**

- a. The service provider shall comply with all applicable Laws, Statutory Rules and Regulations, etc.
- b. The service provider shall pay all taxes, fees, licence charges, deposits, duties, tolls, royalties, commissions, or other charges, that may be leviable on account of any of the operations connected with the execution of this Contract.
- c. The service provider shall be responsible for the proper behavior and observance of all regulations by the staff deployed.

4. **Force Majeure:**

- a) The following shall amount to force majeure conditions:

Acts of God, act of any Government, war, blockades, sabotage, riots, civil commotion, insurrection, terrorist acts, acts of public enemy, floods, storms, washouts, fire, explosion, landslides, lightning, cyclone, earthquake, epidemic, quarantine restrictions, arrest and restraints of the Government, necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental Authority having jurisdiction, either federal /state/civil or military, strikes or other industrial disturbances, lockouts and other similar causes /events over which the service provider has no control.

- b) If the service provider is committed to delay in the due execution of the Contract, due to delays caused by Force Majeure conditions, as defined above, the agreed timeline of completion of the work covered under this Contract may be extended by a reasonable period of time, provided notice of the happening of any such cause/event is given by the service provider to **Balmer Lawrie** within **14** days from the date of occurrence, thereof.
- c) The service provider by the reasons of such events, shall neither be entitled to terminate this Contract nor shall have any claim for damages against **Balmer Lawrie**, in respect of such non-performance or delay in performance and deliveries under the Contract, and the same shall be resumed as soon as practicable, after such **event** has come to an end or ceased to exist. The decision of **BL**, as to whether the deliveries have been so resumed or not, shall be final and conclusive.
- d) Force Majeure conditions will apply to both sides.

5. **Arbitration**

Jurisdiction, Governing Law and Arbitration Clause:

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 Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended)/Mediation Act, 2023, and the rules as thereunder, as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at **Kolkata**. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided to the service provider by **Balmer Lawrie & Co. Ltd.**, and the arbitrator shall assign reasons for 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; subject to the above Clause; parties to irrevocably submit to the exclusive jurisdiction of the Courts at **Kolkata** only, and waive any objection to the proceedings in such Courts, on the grounds of venue, or on the grounds that the proceedings have been brought to an inconvenient forum. Government of India shall not be made a party to any such dispute.

The parties hereby waive their right to any form of recourse to any Court or any other Competent Authority against an award, in so far as, such waiver can validly be made under the applicable law in force.

The contract shall continue to be operated during the arbitration proceedings, unless otherwise, directed in writing by **Balmer Lawrie**, or unless, the matter is such that, the Contract cannot be operated till the decision of the arbitrator is received.

6. Discrepancy in Words & Figures quoted in offer

Where the amount is stated differently in words and figures—the amount written in words shall be the amount taken to be quoted in the offer.

7. Payment Schedule–

Kindly refer to the	Deliverables	Payment Percentage
1	Issue of draft report	80%
2	Issue of final report	20%

It may be noted that payments will be released financial year-wise in line with the staggered delivery timeline as mentioned under sl. no. 9 below (Delivery Timelines). For each financial year, the fees payable will be determined @ one-third (1/3rd) of the total fees quoted for all the three financial years together.

Note : All payments will be made in Indian Rupees.

8. Price

Bidder shall quote a firm price for the total service deliverable, giving the applicable tax break-up which would include implementation, travelling and accommodation (if any). **Balmer Lawrie** may ask for the activity-wise break-up of the price after opening the price bid. No additional expense would be borne by **Balmer Lawrie** except the quoted price.

Price should be quoted on the e-procurement site.. Format for reference is attached as Annexure 1

9. Delivery Timeline

- a) Draft Findings Reports covering all the three Financial Years being reviewed need to be submitted by the successful bidder **within 03 months from the date of the Contract/Purchase Order with bidder. The reports may be submitted in a staggered manner starting from 2024-25, followed by 2023-24 and then 2022-23.**
- b) Final Findings Reports covering all the three Financial Years being reviewed need to be submitted by the successful bidder **within 02 weeks from the date of communication by BL to the bidder on modification, if any, required in the draft reports.**

10. Penal Clause for late delivery

If the service provider fails to deliver the services within the pre-defined time limit, caused due to the actions of the service provider, a penalty of a stipulated **0.5%** of the total cost (broken-up, if required) of the service, shall be charged from the service provider for each week of delay, up to a maximum stipulated **5%** of total cost, if any.

Section 6: Scope of Work

Balmer Lawrie & Co. Ltd. intends to have a Fact Finding Review of payments **made to Freight Forwarders or other similar vendors for its Logistics Services Unit** located at **New Delhi** by a **Professional Services firm of repute having Chartered Accountants**. This unit is one of the largest units of **SBU-Logistics Services** of the Company. The accounting is done in SAP, while the customer invoicing and job cost booking are done in a separate software, named CORVI, which transfers data to SAP through an interface.

Financial Years to be covered: Three (3) years, 2022-23 to 2024-25

Tentative transaction volumes of the unit for payments made to Freight Forwarders or other similar vendors not covered through a normal Tender Committee Recommendation (TCR) route for the 3 years 2022-23 to 2024-25:

500 per year, i.e., 1500 total maximum.

The scope of work will encompass, inter alia, the following.

1. Carry out in-depth scrutiny of all payments made to Freight Forwarders or other similar vendors not covered through a normal TCR route.
2. Look into compliance of laid down procedures in these payments
3. Verify the job costs with proper supporting documents and profitability of the related jobs
4. Identify if any unjustified costs have been wrongly booked
5. Establish the credibility of these vendors from the documents available with the SBU
6. Examine loss job cases and establish genuineness of such losses

Bidders may note that it is mandatory that the team engaged in this assignment must comprise at least one professional conversant with freight forwarding business and requisite details of such person(s) have to be shared with BL before commencement of work.

Bidders may also note that the scope of work may be extended on same price and other terms and conditions on mutual consent for other Metro cities in India, where BL is having Logistics Services units, provided the bidder has offices located in those cities.

Section 7: Deliverables

The successful bidder is expected to provide a draft **Findings Report** within **03** months of the date of issuance of the Contract/Purchase Order to the bidder. Final **Findings Report** needs to be submitted by the successful bidder within **02** weeks from the date of communication by BL to the bidder on modification(s), if any, required in the draft report.

The **Findings Report** should cover, inter alia, the following.

- Exceptions/abnormal/unusual transactions with deviations from **laid down policies and procedures of the Company**, including financial impact, thereof. **The list may be provided financial year-wise.**
- Root Cause Analysis (**RCA**) of the transactions mentioned above, as well as the identities of the **BL** personnel involved in these.
- Internal control weaknesses observed.
- Suggestions for **course correction**, particularly **preventive measures**.

Various Annexures to be submitted with Bid

Annexure-1: Price Bid Format

	<u>Total Quote for the Entire Scope of Work</u>
<u>Fees</u> *	
<u>Applicable GST</u>	
<u>Total</u>	

*All expenses in preparation and submission of bids and visits to the office or any place within Delhi / NCR in connection with the preparation of the Bid shall be borne by the bidder. BL, under no circumstance shall be held responsible or liable for these costs, regardless of the outcome of the bidding process.

The Contract shall be awarded to the lowest bidder based on Total Quote, excluding applicable GST.

Annexure-2: Non-Disclosure Agreement

Participating bidders need to submit **Non-Disclosure Agreement** as per following format on bidder’s letterhead, duly signed and stamped by authorised signatory of the bidder:

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “Agreement”) is made on this day of..... **2025**, between **Balmer Lawrie & Co. Ltd.**, a Govt. of India Enterprise having Registered Office at 21, Netaji Subhas Road, Kolkata 700001, hereinafter referred to as the “Company,” the expression of which, includes its permitted assigns

AND

....., the expression of which, includes its permitted assigns.

The Company and shall individually be known as “party” and collectively as “parties”.

The Confidential Information disclosed under this Agreement is for the assignment given to by the Company for the purpose as set out herein (“the Purpose”). In connection with the **Purpose**, the Company and shall disclose to each other certain Confidential Information to be used only for the **Purpose** and the parties shall protect each other’s Confidential Information from unauthorised use and disclosure.

For the purpose of this Agreement, the party disclosing Confidential Information shall be known as the “Disclosing Party” and the party receiving such Confidential Information will be known as the “Receiving Party”.

Now therefore, in consideration of the other party's disclosure of such Confidential Information, each party agrees as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean information relating to the business, clients, customers and business practices of the Disclosing Party and shall include but is not limited to commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise, whether oral or written, relating to either party and any other information that is reasonably determined to be confidential or proprietary. Notwithstanding the generic description of Confidential Information as stated above, it is clarified that Confidential Information shall be shared with any other person whether employee, counsel, consultant or any other person or only on a strict “**need to know**,” basis and in connection with the **Purpose**. In case any Confidential Information is disclosed orally, the Disclosing Party shall within seven (7) days after such disclosure, deliver to the Receiving Party, a brief written description of such Confidential Information.

2. Confidential Information will not include information that:

- (i) is generally known or available to the public, through no act or omission on the part of the Receiving Party; or
- (ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and held without restriction as to use or disclosure; or
- (iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- (iv) is independently developed by the Receiving Party without access to any Confidential Information of the Disclosing Party.

3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) to not disclose such Confidential Information to any third party; and (iii) not to use any such Confidential Information for any purpose except the purpose, which is specified in this Agreement. Provided that, each party may disclose the Confidential Information of the other party to its directors and employees, who have a bona fide need to know such Confidential Information for the **Purpose** and to perform quality performance review processes. Each such director and employee shall be bound by suitable confidentiality obligations as part of his employment terms with the Receiving Party. Additionally, the Receiving Party may disclose such Confidential Information to its professional advisors for the purpose of seeking advice in connection with the **Purpose**. Nothing contained in this Agreement will restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation, provided that the party required to make such a disclosure shall use reasonable efforts to give the other party reasonable advance notice of such required disclosure, to the extent practicable and legally permissible, in order to enable the other party to prevent or limit such disclosure through available legal process(es).

4. On termination or expiry of this Agreement or when the **Purpose** is not achieved or upon the Disclosing Party's request, the Receiving Party will promptly return the Confidential Information or certify destruction, thereof, to the Disclosing Party, all tangible items and embodiments containing or consisting of the Disclosing Party's Confidential Information and all copies, thereof, save the copies which are backed up as Project Archive in the Central Server, which cannot be returned. Any such documents which are retained by the Receiving Party will continue to be the subject of confidentiality obligation contained in this Agreement.

5. All Confidential Information disclosed by the Disclosing Party to the Receiving Party remains the sole and exclusive property of the Disclosing Party. Each party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in, or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or proprietary rights of the Disclosing Party, except as specified in this Agreement.

7. That no delay or failure in exercising any right, power or privilege hereunder shall be construed to be a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise, thereof, or the exercise of any other right, power or privilege hereunder.

8. Each party acknowledges that unauthorised use or disclosure or threatened disclosure of the Disclosing Party's Confidential Information may cause the Disclosing Party to incur irreparable harm and damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Disclosing Party will have the right to obtain immediate equitable relief by enjoining any unauthorised use or disclosure or threatened disclosure of its Confidential Information, in addition to any other rights and remedies that it may have in law, or otherwise. In the event of a threatened disclosure, the Disclosing Party shall provide reasonable written notice intimating the Receiving Party with the details of such threatened breach, for the parties to mutually discuss the issue to take possible remedial action, thereof.

9. Both parties shall treat the existence of this Agreement, its contents, and its subject matter as Confidential Information and require the written approval of the other party prior to any public acknowledgement of this Agreement, its contents, or its subject matter, except as stated in **clause 3** above.

10. This Agreement shall be governed by and construed in accordance with Indian Laws and any dispute arising from it shall be subject to the exclusive jurisdiction of the competent courts at **Kolkata, India**.

11. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be considered void, ab-initio.

12. This Agreement will commence on the date first set forth above and will remain in effect for two (2) years from the date of last disclosure of Confidential Information by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Non-Disclosure Agreement by their duly authorised officers or representatives.

Company:

Signature: _____ Signature: _____
Name: _____ Name: _____
Title: _____ Title: _____

Annexure-3: Bid Security Declaration

Participating bidders need to submit Bid Security Declaration as per following format on bidder's letterhead, duly signed and stamped by authorised signatory of the bidder:

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

Penal Action, in case any bidder withdraws or modifies the bid after the tender due date

In case any bidder withdraws or modifies the bid after the tender due date and during the period of bid validity, etc., the bidder may be liable to be suspended for a period of one year. In case, **BL** requests any modification(s) of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

Annexure-4: Integrity Pact (IP)

Submission of Integrity Pact Agreement [ENCLOSED HEREWITH] is a mandatory prerequisite for Bids to be eligible for further evaluation. Bidders should mandatorily sign and submit the complete Integrity Pact Agreement in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respects and is required to be uploaded in the e-tender portal along with the Bid. Partial submission of IP document will not be considered.

Balmer Lawrie & Co. Limited (BL) hereafter referred to as “The Principal”

And

_____, hereafter 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 advance 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 or BNS/Prevention of Corruption (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.

Section 2 - 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 bidder process. Reasons for cartel formation and suggestive remedies are outlined below for basic understanding.

Reasons for Cartelization and its remedies:

- (1) Inadequate competition, due to an inadequate number of suppliers in the list/panel of registered suppliers:
 - i) New firms may be encouraged to register themselves for the subject goods.
 - ii) A review of technical specifications (especially tailor-made specifications) may be done to examine why a commercially available alternative cannot be used instead, or at least review its features so that more suppliers become eligible. Consider using substitute items or new developments in the Market.
- (2) Processes, e.g., pre-bid conferences (where a considerable number of competing bidders come together on a platform), may facilitate such cartel formation:
 - i) This may be avoided as far as feasible or be held only virtually.

However, a pre-bid conference may be advantageous in case of turnkey contract(s) and sophisticated and costly equipment, large works and complex consultancy assignments, and must be done, wherever necessary.
- (3) Tendering similar quantities with similar conditions, year on year, provides a stable conspiring environment for the bidders to come to an agreement for quoting prices and quantities. Therefore, the following action can be considered to vary quantity and conditions to make it difficult for cartels:
 - i) Change the mode of procurement-Open/Public Tender Enquiry (OTE) instead of LTE, or GTE instead of OTE; or bypass the pre-qualification stage and vice versa.
 - ii) Change the quantity to be procured by packaging/slicing the tendered quantity or by clubbing more than one similar item in a tender (or vice versa).
 - iii) Change the pre-qualification criteria, especially in the case of slicing/packaging, to broaden the target bidders.

Cartel formation, bid rigging, collusive bidding are against the basic principles of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC or BNS/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-4(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 form tender process and exclusion form 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-4(b)**.

Section 4: Compensation for Damages

- a. If the Principal has disqualified the Bidder(s) form 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 transgression 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 form 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 constitute 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. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. 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 this 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 Monitor has to also sign declarations on ‘**Non-Disclosure of Confidential Information,**’ and ‘**Absence of Conflict of Interest.**’ In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse himself from that case.
- e) 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.

- f) 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.
- g) The Monitor will submit a written report to the **C&MD, 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.
- h) Monitor shall be entitled to compensation on the same terms as being extended to/provided to **Independent Directors** on the **BL** Board.
- i) If the Monitor has reported to the **C&MD, BL**, a substantiated suspicion of an offence under the relevant IPC or BNS/PC Act, and the **C&MD, 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**.
- j) The word 'Monitor' would include both singular and plural.
The details of the Independent External Monitors (IEM) are as follows:
IEM 1 Shri Sunil Kumar Gupta,
Email ID:- sunilgupta0603@gmail.com
IEM 2 Shri Arvind Gupta,
Email ID:- arvindgupta1961@gmail.com

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. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

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 the **C&MD, BL**.

Section 10 – Disputes

In the event of any dispute between the management and the contractor, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time-bound manner. In case the dispute remains unresolved, even after mediation by the panel of IEMs, the organization may take further action as per terms and conditions of the Contract.

A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she/they will await IEM's decision in the matter.

Section 11 - 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 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.
- e) Issues like Warranty/Guarantee, etc., shall be outside the purview of IEMs.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure-4(a)

Guidelines for Indian Agents of Foreign Suppliers

1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with **Balmer Lawrie** shall apply for registration with them.

1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainership being paid by the Principal to the Agent before the placement of an order by **Balmer Lawrie**.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any **commission** to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the Contract.

2.0 Disclosure of Particulars of Agents/Representatives in India, if any

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a Foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Bidder that the commission/remuneration, if any, payable to his agents/representatives in India, may be paid by **Balmer Lawrie** in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to Tender, either directly, or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Bidder for himself.

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

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

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

Annexure-4(b)

Balmer Lawrie Policy on Blacklisting

Introduction

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

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

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

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

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

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

A. Definitions

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

"Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.

A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency."

A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.

A.8 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ies and shall be the "Director" concerned.

A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common.

(b) Majority interest in the management is held by the partners or directors of banned/suspended firm.

(c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.

A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para **B.3.2** below from the date of issue of banning order.

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

B.3 Irregularities noticed after award of contract

B.3.1 (i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/collusive/coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para **B.3.2** below from the date of issue of banning order.

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

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices or supply of poor-quality products/services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with **Balmer Lawrie** for a period specified in para **B.3.2** below from the date of issue of banning order

B.3.2 Period of Banning

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

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

B.3.3 Exceptional Cases:

B.3.3.1 However as an exception, the ongoing order(s)/contract(s) where corrupt/fraudulent/collusive/coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply/job in case of following situations:

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

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

B.3.3.2 The approval for allowing the agency to complete the supply/job is to be obtained from Director concerned based on the detailed deliberation/recommendation of the committee consisting of Head of SCM

/Purchase, A&F, SBU/Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate **A & F** Department and Corporate Legal department with their comments.

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

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

B.3.3.3 The Contract cum Performance Bank Guarantee (CPBG). of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be encashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

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

C Effect of banning on other ongoing contracts/tenders

C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order(s)1 contract (s) where no corrupt/fraudulent/collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 After issue of the enquiry/bid/tender, but before opening of Technical Bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (**L1**), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

i. Complaint from the indenting users' department/employees against the unsatisfactory/inferior/substandard service/product given by the Service Provider/Contractor/Vendor.

ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.

iv. Non-performance of Vendor/Supplier/Service Provider/Contractor/Consultant leading to termination of the Contract/Order

v. The vendors/bidders/suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

D.2 Suspension Procedure:

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

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

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

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

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

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and **show-cause notice** shall be put up to the Competent Authority. The suspension order and **Show Cause Notice** must include that, **(i)** The agency is put on suspension list and **(ii)** Why action should not be taken for banning the agency for future business from **Balmer Lawrie**.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. **D.1**.

D.3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry/bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (**L1**), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract(s)/order(s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that **(i)** neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and **(ii)** bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of the **NIT**.

E Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice

(i) If Project Manager/Project In-Charge/HOD/Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/fraudulent/collusive/coercive practice/activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.

(ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of **SCM, A&F** and **Head of SBU** will examine the case in detail.

(iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned **Director** through **Corporate A&F** Department & **Corporate Legal** along with a draft Show Cause Notice providing a final opportunity to the alleged defaulter to defend his case.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xi) An order for banning/suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.

(xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates/allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.

(xiii) In case of contract(s), if Consortium/JV of the Consortium is put on the Banning List, in that case, other ongoing contract(s)/order(s) on the Consortium/JV shall continue, subject to satisfactory performance.

Further, order(s)/contract(s) where such fraudulent/corrupt/collusive/coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by the agency against such order(s)/contract(s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned in Para **B.3.3**, hereinabove, the agency may continue, after the approval from the Competent Authority as mentioned, therein.

In case of fraudulent/corrupt/collusive/coercive practice by any member or leader itself, Consortium including errant member & leader will be put on the Banning List and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of Consortium/JV.

(xiv) In case, any Project Management Consultant (PMC) detects fraudulent/corrupt/collusive/coercive practice during evaluation and execution of any contract and recommendations are made to **Balmer Lawrie**, the procedure mentioned, hereinabove, is to be followed after obtaining the documents from the **PMC**, for putting the agency on the Banning List.

(xv) The banning shall be with prospective effect, i.e., with respect to future business dealings.

F. Appeal against the Decision of the Competent Authority

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on the Banning List. The appeal shall be filed to the Appellate Authority. Such an appeal shall be preferred, within one month, from the date of receipt of the Banning Order.

F.2 Appellate Authority would consider the appeal and pass **appropriate order** which shall be communicated to the Agency as well as to the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is a contradiction with respect to the terms of the '**Fraud Prevention Policy**,' and the '**Policy on blacklisting in case of Corrupt/Fraudulent/Collusive/Coercive Practice**,' the provisions of the '**Policy on blacklisting in case of Corrupt/Fraudulent/Collusive/Coercive Practice**,' shall prevail.

H. The above procedures supersede all earlier circulars/clarifications issued on the subject.

I. This **Policy on blacklisting in case Corrupt/Fraudulent/Collusive/Coercive Practice/rendering poor quality products/services** (Except, **Introduction**, Sub-para **B.3.3**, **E**, **H** and **I**) shall be made a part of the tender document.
