

(Regd. Office: 21, N.S.Road, Kolkata-700001)

Reply to :SBU Chemicals Division 32; Sattangadu Village Manali  
Chennai 600 068

**TENDER NO: BL/LC/MAN/SO2/PT/202324/0003**

**Date : 21.12.2023**

**Due date : 12.01.2024**

**Sub: Online "e" bidding for Supply of Sulphur Di Oxide in Tonners**

## 1 INTRODUCTION

Balmer Lawrie & Co Ltd. [herein after referred as BL] is a multiple product, multi location and multi technology conglomerate and manufacture of SBU Chemicals forms one of the core businesses of the company. The company invites e-bids for supply of **Sulphur Di Oxide in Tonners** for their Chennai plant from competent and experienced manufactures with sound infrastructural, technical and financial capabilities.

## 2. SPECIFICATION

% assay	98.0 (min)	IS 2432:1993
Moisture Content	200 ppm (max)	IS 2432:1993

**3. QUANTITY : 200 MT (+/- Upto 10% Tolerance)**

Item	Particulars	Formula (if any)
1	Unit of Measurement	
2	Basic Price per unit	A
3	Freight (Including Insurance) per Unit	B
4	Total Basic Price(Including freight & Insurance)	$C = \text{SUM}(A+B)$
5a	CGST in %	$D1=C* (\text{Applicable CGST Rate in } \%)$
5b	SGST in %	$D2=C* (\text{Applicable SGST Rate in } \%)$
	OR	
6	IGST in %	$D3=C* (\text{Applicable IGST Rate in } \%)$
7	Total Cost	$E= \text{SUM}(C+(D1+D2) \text{ or } D3)$
8	Less: CGST	$F= D1$
9	Less: SGST	$G= D2$
10	Less: IGST	$H= D3$
11	Landed Cost	$I= (E- (F+G) \text{ or } H)$
12	Unloading	By BL
13	8 Digit HSN Code of the tendered item	To be provided by Vendor

**VALIDITY OF THE CONTRACT: THE MATERIAL SHOULD BE DELIVERED AS PER CALL UP UPTO 30.09.2024 OR TILL COMPLETION OF ORDER .**

The Price Should be offered for supply in Suppliers Tonners. The offer should be on **“FOR Manali, Chennai Basis “**. No Change in the accepted price structure on the basis of landed cost at our Manali works shall be permitted during the period of contract.

**Minimum credit period accepted is 45 days. In case the supplier wants to offer a credit period other than 45 days the same should be clearly mentioned in the quote itself. For any change in the credit period offered by the supplier, suitable adjustments will be made in arriving at the landed cost for our company. Credit period will be reckoned from the date of receipt of material at our factory.**

#### **4. EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish an EMD for a sum of Rs.35000/- (Rupees Thirty Five Thousand only) EMD may be accepted in the form of pay Order/Demand Draft Or Bank Guarantee Or through online Bank Transfer in NEFT/RTGS/IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai available in E-Portal. (In case of difficulty please contact HELP DESK)

#### **EMD Exemptions for provisions for Micro and Small enterprises(MSE) - Manufacturers**

a) MSE vendor must confirm that UAN No has been uploaded on CPPP website as required by ministry vide circular no F : No : 21(17)/2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender.

b) EMD exemption not applicable for MSME - Medium Vendors & MSE(Micro and Small) traders.

c) Hence Copy of UAN certificate only should be enclosed for claiming exemption from EMD

The Senior Manager (SCM)

Balmer Lawrie & Co Ltd

Leather Chemicals Division

32,Sattangadu Village,Manali,Chennai - 600068

Tel - 25946564

#### **5. MSME/LOCAL CONTENT AND INTEGRITY PACT**

Please Upload declaration as per format:

A. LOCAL CONTENT Declaration - I

B. Integrity Pact as per Annexure - II

## **SECURITY DEPOSIT(SD)**

Successful tenderer shall be required to submit within 10 days of issue LOI/PO, SD equivalent to 5% of the total order value rounded off to the nearest thousand rupees by a/c payee pay order / Demand draft. Failure to submit SD shall entitle BL to reserve the right to cancel the order without recourse to the bidder. The SD shall be refunded after the contract period on satisfactory completion of order. In the event of breach of Contract, this SD is liable for forfeiture.

If SD is not received within 10 days from date of LOI/WO, the amount will be deducted from the contractor's running bills until the required SD is accumulated

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to Successful bidder, only on successful completion of the contract. All sums of Compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

### **Security deposit is liable to forfeiture in the event of:**

- A. Not executing the order after Acceptance of Purchase Order.
- B. Successful Bidder fails to deliver the product as per the terms & condition of the purchase Order.
- C. Successful Bidder Violates the tender conditions.
- D. If the performance of the bidder is found to be unsatisfactory.
- E. Any unilateral revision made by the successful bidder during the validity period of the contract.

## **6 AWARD OF CONTRACT**

The on-line closed bids shall be used for grading the bidders. Evaluation of the price bids will be done and lowest landed rate shall be taken as L1 price and next lowest as L2 price and so on.

The total order is proposed to be split in the ratio of 60: 40 among the lowest quoted two bidders subject to the following conditions:

-The L1 bidder will be allocated 60% of the total quantity and the L2 bidder shall be requested to match the price of the L1 bidder. If the L2 bidder agrees, then 40% of the total quantity shall be allocated to him.

-In case the L2 bidder disagrees to match the L1 price; then L3 will be given opportunity & so on.

-In case other bidder disagrees to match the L1 price, Full quantity would be placed on L1 bidder.

**In case if any bidder(who have not supplied SO2 in the last 5 years) became eligible for order, they will be asked to supply one lot. Based on satisfactory performance, the balance applicable quantity will be placed.**

## 7. CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

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

## 8 Registration with eProcurement platform

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

HELPSDESK 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.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
2. Ms. Lakshmanan P(Chennai)	<a href="mailto:lakshmanan@c1india.com">lakshmanan@c1india.com</a>	+91- 8248990022
3. Ms. Ritu Patil (Mumbai)	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	+91- 124- 430200
4. Mr. Help Desk Support (Kolkata)	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	+91-8017272644
5. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071

## 9 Digital Certificate Authentication

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

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

## 10 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / corrigendum's issued by the Tender Inviting Authority on time-to-time basis in the eprocurement platform / BL Website. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

## **11 Bid Submission Acknowledgement**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

## **12. PRICE BID TO BE UPLOADED ON-LINE ONLY**

### **SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS'S PARTICIPATION IN THE TENDER**

## **13. VALIDITY OF OFFER**

Your offer should be valid for acceptance up to 45 days from the due date. Delivery of lot should have test certificate / COA and MSDS Sheet

## **14. GENERAL**

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

## **15. CONFLICT OF INTEREST**

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

## **16. ARBITRATION**

Any dispute or difference arising under this contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any shall be shared equally by both the parties. The award shall be speaking award stating reason therefore and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

## **17 DISCLAIMER CLAUSES:**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

## **18. RISK PURCHASE:**

If the supplier fails to supply the product within the stipulated timeline or if the supplied product is rejected by our QC, then Balmer Lawrie has the right to source the product of that equivalent quantity from the market. In such case, if the purchased product from the market is higher value than the P.O. price, the difference in cost will be debited to the supplier.

Note: If the material in the lot is rejected by our QC, the rejected material has to be taken back by the supplier at their cost.

## **19. Anti- Profiteering Clause**

GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of inputs tax credits be passed on to the customer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits to BL while quoting their price.

## **20. Compliance to Industrial safety:**

The vendor should have complied all the relevant safety standards and HSE policy as per the statutory norms. The bidders should have all the necessary valid licenses / permits / certificates as applicable to their industry / pollution board norms. Non-adherence or violation to the above criteria will lead to the cancellation of contract / order and the supplier will be blacklisted.

## **21. GST TAX FORMALITES & COMPLIANCE WITH REGULATIONS**

Vendor shall warrant that all goods covered by this agreement / contract are dispatched and delivered in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST / applicable tax credit by BL. Vendor / vendor's nominated transporter shall ensure handing over of the GST paid invoice for availing concerned levy to the Company at the time of delivery of the consignment.

All laws and regulation required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and / or their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods covered by this agreement / contract.

**The processing of invoice should be as per the GST act. Any penalties due to the non-adherence will be deducted from your invoice.**

## **PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):**

**Following benefits would be extended to qualifying MSE vendors as per Public Procurement Policy for MSEs subject to meeting the qualification criteria.**

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

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

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

Bidder should read **Government Notification dated 1<sup>st</sup>, 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

**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 works offered for procurement,has local content less than or equal to 20%,as defined under this policy.

**Vendor should note that "Class I Local Supplier" would be given purchase preference under Make in India Policy as per 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. However this preference would be applicable after netting off the quantity allotted (if any) to MSE vendors as per MSE of this tender.**



In view of above guidelines, you are required to provide self-declaration in the following prescribed format. 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.

SI No	Service(s) Description	Percentage of local content in your service(s)

#### **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..

**It may also be noted that in case of any conflict between ‘Provisions for MSE’ and ‘Preference to Make in India Policy’, ‘Provisions for MII’ will get a preference over ‘Provisions under Preference to MSE’.**

For **Balmer Lawrie & Co Ltd**

**T.INDHIRA**  
**Sr. MANAGER (SCM)**

**Vendor is requested to provide all the data in the table below and to be uploaded**

1.	<b>Supplier Name</b>	
2.	<b>Address 1</b>	
3.	<b>Address 2</b>	
4.	<b>City</b>	
5.	<b>Postal code</b>	
6.	<b>State</b>	
7.	<b>Landline Telephone No.</b>	
8.	<b>Name and Mobile Number of Contact person</b>	
9.	<b>Fax</b>	
10.	<b>Email</b>	
11.	<b>Whether MSME/NSIC Registered? *</b>	
12.	<b>If Yes, MSME registered under category SC/ST</b>	Enclosed As per Annexure I
13.	<b>If yes Unique Aadhar Registration Certificate No.</b>	Enclosed As Per Annexure I
14.	<b>Contact Person</b>	

## ANNEXURE I

To be provided by vendor in Letter Head

Date :

To

Balmer Lawrie & Co. Ltd  
SBU Chemicals Division  
Manali  
Chennai 600 068

Sub: Declartion: MSME/LOCAL CONTENT

TENDER NO. BL/LC/MAN/SO2/PT/202324/0003 DT 21.12.2023

We declare as follows :

### MSME DECLARATION

MSME REGISTRTION : YES OR NO

If YES please enclose MSME/UDYAM REGISTRATION CERTIFICATE

Product : Imported or Indigenous = If Indigenous please confirm as follows

### MAKE IN INDIA POLICY DECLARATION

SI No	Service(s) Description	Percentage of local content in your service(s)
1	SULPHUR DI OXIDE	CLASS I LOCAL SUPPLIER(If Local Content is >50%) OR CLASS II LOCAL SUPPLIER(If local Content is >20% & <50%) OR NON - LOCAL SUPPLIER  LOCAL CONTENT %:

**Integrity Pact**

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

And

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

Preamble

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

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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 in 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 — 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 IEM's in a time bound manner. In case, the dispute remains unresolved even after

mediation by the panel of IEM's. the organization may take further action as per terms and conditions of the contract.

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

Section 11 - **Other** provisions

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

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(For & on behalf of the

*(for & On behalf of Bidder/Contractor)*

Principal) (Office Seal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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



## Details of Independent External Monitor (IEM)

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Email : arvindgupta1961@gmail.com

