



Balmer Lawrie & Co. Ltd.

(G & L- Silvassa)

(A Government of India Enterprise)

Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa-396230 (D&NH).

Phone- 9099084731, 9099084732: Extn 60, E-mail – srivastava.sk@balmerlawrie.com

Public e- TENDER ENQUIRY

E-Tender No.:- GLS/TE20/048

Date:- 30/12/2020

Due date: 23/01/2021 till 6.00 PM

Dear Sirs/Ma'am,

Sub. : Supply & installation of Automatic Viscometer along with assembly & other accessories.

On line Bids [Two Parts] are invited only from Potential Vendors for the subject supply and installation as per the Technical Specification and General Terms & Conditions are enclosed in annexure-A and B respectively. Offers over Fax/Email/Sealed Envelop would not be considered for final evaluation.

Your offer, complete in all respect furnishing details of price break-up as per our format should be submitted online on or before the due date.

Thanking you,

Yours faithfully,

For Balmer Lawrie & Co. Ltd.

(S.K. Srivastava)

Manager (Purchase)

Declaration for GeM

“The tendered item is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”



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Annexure-A

Technical Specifications of Automatic Viscometer

The instrument is meant for simultaneous measurement of kinematic viscosity and density at any two temperatures within +15 °C to +100 °C of base oils, fresh lubricating oils as per ASTM D 7042 for kinematic viscosity, Density as per ASTM D 4052, and Dynamic Viscosity as per ASTM D7042. The instrument should also be capable to calculate Viscosity Index as per ASTM D 2270. The instrument should have double measurement cells for simultaneous viscosity and density measurement at any two different temperatures in the range.

Specifications:

1. Temperature Range: +15 °C to +100 °C or better
 2. Viscosity range of measurement at 15 °C: 1 mm² /s to 20,000 mm² /s or more vendor to specify.
 3. Display Resolution:- Viscosity: 5 significant digits, Density: 0.0001 g/cm³ , Thermostat: 0.005 °C or better
 4. Viscosity Reproducibility: 0.35 % or better.
 5. Density Measuring Range: 0.65 to 2.0 g/cm³ or better
 6. Density Reproducibility: 0.0001 g/cm³ or better
 7. Temperature Reproducibility: 0.03 °C from +15 °C to +100 °C or better
 8. Density Cell/ Rotor System: Metal U tube.
 9. In built Data Storage capacity: 1000 min or better
 10. Software for display of all parameters on the main screen.
 11. USB and other port for interfacing with external computer.
 12. Controls: Touch Screen, optional key board, mouse, bar code reader.
 13. UKAS certified Viscosity Standard Fluid, 100 ml each for viscosity and density at 20, 40,60,80 and 100 °C. should be part of delivery along with the instrument.
 14. After Sales service:
 - The supplier should have company owned service centre.
 - To be provided within 48 hrs by qualified engineers
 15. Power supply: 230 V AC +/- 10%, 50 Hz.
 16. The instrument should be designed in such a way so that simultaneous viscosity & density measurements can be done at any two different temperatures within the specified temperature range.
- Instrument should be compact, lightweight bench top device for use in lab and industrial environment.
- The instrument should be supplied along with all required accessories of one drying cartridge, can interface cable (0.6m) and device net terminating resistor and 100 nos. syringe Luer (5 ml each).
- The instrument should have three years of guarantee/warranty after successful and satisfactory installation. During guarantee/warranty period, minimum two preventive maintenance & one emergency services per year are mandatory.

Important Note:- Instrument supplier also has to provide calibration certificate during the full warranty/guarantee period.



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Annexure-B

1.0 Terms & Conditions

General instruction: - Do not leave any space blank or incomplete, write NA/NIL/Free wherever applicable. Each page of the technical offer (enclosures along with tender document) has to be acknowledged by the bidder with their acceptance (signature & company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection. If the tenderer find any discrepancy, omission, ambiguity or conflict in or among the Tender documents / terms and conditions/ clauses or if tenderer is in doubt as to their meaning and interpretations, such matter shall be brought to the attention of the Balmer Lawrie & Co. Ltd. (BL) , at least four days before/prior to the date of filling/submission of the Tender.

2.0 Submission of Technical offer [unpriced bid/pre-qualification

Bidder shall submit their unpriced bid in a single bid /envelope superscripting the envelope with tender no, date & due date along with following enclosures- before due date of the tender. Same documents have to be uploaded online also.

- 1) Covering letter containing company/machine's model detail.
- 2) Signed and Stamped tender document as a token of acceptance of tender terms.
- 3) Bid security declaration as per details given below(clause 1.2.1)
- 4) Model Specification Sheet with respect to our tender specification.
- 5) Bidder has to submit one purchase order/completion certificate of supply of similar type of Machine [can be a different model than that is offered against this tender) to any reputed company of Private or Public Sector company in Lubricant Manufacturing Sector.
- 6) Vendor should have company owned service stations/offices/centers in Western Region.
- 7) Average Turnover of the vendor should be Rs 50 Lakhs in the last three Financial years starting from 2017-18 , 2018-19 and 2019-20. Audited or CA certified balance Sheet/ Profit & Loss to be submitted in support of the same

3.0 Submission of Price Bid :

The price should be submitted on line through Balmer Lawrie e-procurement portal <http://balmerlawrie.eproc.in>. Price bid should be submitted in Online e – procurement portal only and no hard copy is required to be submitted.

The price bid of technically qualified, would be opened and considered for final evaluation only.

4.0 Bid Security Declaration: -

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

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



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

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 12 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.”

5.0 Preference to Make In India Policy –

“Class I Local Supplier” will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable only for MSE bidders who meet the PQC and are technically qualified .

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.

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

S.No.	Item Description	% of Local Content in your product

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.



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2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

6.0 Acceptance of offer: -

Balmer Lawrie & Co. Ltd. reserves the right to reject/accept all or any offer(s) without assigning any reason whatsoever.

7.0 Selection & placement of offer:

Balmer Lawrie reserves the right to place the 'Purchase Order', which will be placed on the technically & commercially qualified vendor(s), whose total price is found lowest subject to clause 5.0 above.

8.0 Jurisdiction:

All disputes are subject to Kolkata jurisdiction.

9.0 Delivery period: -

The expected completion period of subject supply should be 50 days from the date issue of Purchase Order (PO) or LOI which ever is earlier. However, the short/early completion period quoted by bidder for the job(s) may be preferred. The items should be delivered free to our works Survey No. 201/1, Sayli, Sayli-Rakholi Road, Silvassa- 396230(D&NH)

10.0 Liquidated damages:-Vendor shall be liable to pay liquidated damages for the following.

Failure to complete supply of item to BL within the scheduled period. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of PO value per week or part thereof subject to a maximum of 10.0 %

11.0 Risk Purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the stipulated lead time, BL shall have the right and option to procure the products from alternate sources, at the risk and cost of the vendor, without further intimation. In case of rejection, if any, and with no request for re-test from vendor against the rejection, if dispatch of replacement material is not made within one week of intimation, BL shall have right to procure the product from alternate sources at the risk and cost of the vendor without further intimation. In case of rejection after re-test, if any, if dispatch of replacement material is not made within one week of intimation of rejection on retest, BL shall have right to procure the product from alternate sources at the risk and cost of the vendor without further intimation.

12.0 Security Deposit

The successful bidder shall submit within 15 days of issue of LOI / contract an interest free security deposit (SD) towards the satisfactory execution of the contract. **SD shall be 3.0 % of the total contract value.** Failure to submit SD shall entitle BL to the right to cancel the contract without



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further recourse to the bidder and Penal action as per Clause 4.0 of this tender. SD can also be furnished by a/c payee pay order / demand draft /online bank transfer or by a non-revocable Bank guarantee on a schedule 'A' bank, in the format prescribed in the tender. The SD shall be released after completion of the contract period, subject to satisfactory performance. Failure to comply with the requirements of the contract during execution of the contract shall make the SD liable for forfeiture.

13.0 Price schedule: -

The price shall be quoted as per specified format given on e-procurement portal. The price must be quoted considering technical specification – NO Deviation shall be considered or accepted in Technical specification and tender terms.

14.0 Payment terms: -

- (i) 90% within 30 days after supply, installation and commissioning of the equipment as per PO/LOI and acceptance/certification by BL .
- (ii) Balance 10 % of PO/LOI would be retained as Performance Guarantee(PG) . Successful bidder can also submit PG in the form of performance Bank Guarantee as per BL Format.

15.0 Guarantee Period: -

The instrument should have three years of guarantee/warranty after successful and satisfactory installation. During guarantee/warranty period, minimum two preventive maintenance & one emergency services per year are mandatory.

16.0 Validity of offer: -

The offers shall remain valid for a period of 90 days from the date of the offer.

17.0 Documents: -

Vendor shall submit the product catalog/manual complete specifications and model approval certificate of the offered items.

Mandatory: - Vendor should submit required certificates/manuals of this instrument.

18.0 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 E-Procurement platform. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

19.0 Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.



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20.0 Tender Cancellation Clause :

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/bidders in said tender for the same.

21.0 Factory Rule:

Personal of vendors/bidders visiting Balmer Lawrie plants for this Tender / Order execution has to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

22.0 Responsibility of the vendor:

The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.

23.0 GST Law:

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

24.0 Integrity Pact (IP):

Submission of Integrity pact agreement [ENCLOSED HEREWITH] is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity pact Agreement consists of (1) Covering letter from the bidder to Balmer Lawrie (BL) (2) Integrity Agreement. Bidders should mandatory sign and submit complete Integrity Pact Agreement for both covering letter as well as the Integrity Agreement in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respect and it is required to be uploaded in the e-tender portal along with bid. Partial submission of IP document will not be considered. 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

25.0 Tender Submission (in hard copies)

“Technical/ Un-priced Bid” in a sealed envelope super scribing the tender enquiry should reach our office latest by due date at the address given below. Technical/ Unpriced Bid to be submitted complete in all respect in a sealed cover (Un-priced Bid) super scribed with Tender Number, Subject and due date. Price Bid has to be uploaded online only.

26.0 Rejection of Bid: -

The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.



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27.0 Delays:

Delay in Bidding/ Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

28.0 Delay in Service

The bidder shall render service as mentioned in the scope of work within the stipulated time (48 hours) . BL may impose a penalty of Rs. 2000/- per day of delay in service which will be recovered from the detention money.

29.0 Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes ,lockdown due to any pandemic etc and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend dispatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

30.0 Sub-Contracts

The successful bidder shall not assign the Contract in whole or part to any sub contract

31.0 Compliance with Regulations

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Buyer will not be responsible for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify buyer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

32.0 Termination

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- a) The bidder fails to comply with any material/service term of the Contract.
- b) The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.
- c) The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.



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- d) The bidder becomes bankrupt or goes into liquidation.
- e) The bidder makes a general assignment for the benefit of creditors.
- f) A receiver is appointed for any substantial property owned by the bidder.
- g) The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery/service or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The Security Deposit will be forfeited.

33.0 Procedure for Bid Submission

The bidder should submit their response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. 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 should be entertained by the Tender Inviting Authority. The bidders should submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents displayed in procurement web site. The bidders should 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 should sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

34.0 Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

35.0 Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for 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.

Contact Person (Monday to Friday)	E-Mail ID	Tel. No.
Mr.Tirtha Das (Kolkata)	tirtha.das@c1india.com	9163254290
Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	8811093299
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608



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Helpdesk Support (Kolkata)

8017272644

Address: M/s C1 India Pvt Ltd., C104, Sector – 2, Noida 201 301.

You may also get in touch with their Representative Mr. Ritabrata Chakraborty [e-mail id: ritabrata.chakraborty@c1india.com, Cell No. 09748708094 alternately you may contact Mr. Ujjal Mitra [07702669806], or Mr. Rajesh Kumar – 09650465143].

36.0 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. should not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids should not be saved by the system and are not available for the Tender Inviting Authority for processing.

Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

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

37.0 National Security Clause:- This clause would be followed as per details given below.

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

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

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or



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g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii)d above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



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Certificate

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

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

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

37.0 Arbitration

Dispute Resolution, Governing Law and Jurisdiction

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.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

38.0 Miscellaneous

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Offer(s) received after due date and time will not be considered for evaluation and the sealed envelope(s) will not be opened. BL will not take any responsibility for not reaching the offer within the due date and time.

In case of any discrepancies / difference between the English and Hindi version of the tender documents, the English version shall prevail and to be considered.



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(A Government of India Enterprise)

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Enclosed Formats

(To be provided by successful bidder only)

Proforma of the Bank Guarantee (Security Deposit)

Balmer Lawrie & Co. Ltd.
Survey No. 201/1, Sayli
Silvassa-396230

Dear Sir,

That Messrs. /Mr. _____ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. ----- dated ----- (hereinafter referred as "the said Tender") for providing "facility management service" at **Silvassa** and in pursuance thereto an Order being No. _____ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. _____ (Rupees _____ only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. _____ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We _____ (set out full name of the Bank) having our office, inter alia at _____ (state the address of the Bank) has agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs. / Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount Rs. _____.00 (only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____ (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. _____ (set out full name of the contractor) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, _____ (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.



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3. Your right to recover the said sum of Rs. _____00 (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. _____ (set out the full name of the Contractors), but shall in al respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only)
6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, _____ (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the _____ day of _____ Two Thousand _____ granted by the Bank.

Yours faithfully,

Dated:



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Integrity Pact

(Applicable for all Bidder)

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

And

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

Preamble

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

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

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

Section 1- Commitments of the Principal

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



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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



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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.



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Section 8: Independent External Monitor/Monitors

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.



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Section 9 - Pact Duration

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

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

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

Section 10 - Other provisions

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

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----
Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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



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Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

* * * * *