Tender No.: 0100PS3425 **Dated: 04-11-2026**

On behalf of

Balmer Lawrie & Co. Ltd.

SBU – Industrial Packaging, 5, J. N. Heredia Marg, Ballard Estate, Mumbai – 400 001.

Online Auction Platform and Support Services Provided by
C1 India Pvt. Ltd.

C1 India Pvt. Ltd.,
Plot No. 68, Sector 44, Gurugram- 122003, Haryana, India
Tel +91-124 4302000/2001/2002/2003/2005/2006 | Mob. +91-07291981128, 07291981127

C1 India Pvt. Ltd. is an authorized e-commerce service provider for **Balmer Lawrie & Co. Ltd.** (Seller) to obtain rates online through its portal **https://eauctions.c1india.com** The sale and purchase are directly made by the Seller and buyer/s (Bidder/s).

Online Bids are invited by **Balmer Lawrie & Co. Ltd. – Industrial Packaging** for awarding contract for sale of Steel & various other scraps generated from the MS barrel production plant at **Asaoti** subject to terms and conditions annexed hereto and as per schedule of programme given below.

Schedule of Programme

Period of Contract:	**One Month – DECEMBER 2026 - on arising basis.**
Inspection of Auction material	**From 4th November 2026 to 14th November 2026 (Except Sundays & Holidays)** **Time: 10.00 AM to 4.00 PM.**
Venue of Inspection	At respective plants. Refer annexures.
EMD Details	Refer Details of Materials for item-wise EMD.
EMD submission	**Till 14th November 2026 till 05.00 PM.** EMD will be accepted at Balmer Lawrie & Co. Ltd. offices at respective locations.
Training on On-Line Auction	**Till 14th November 2026 till 05.00 PM.**
On-Line Auction	**18th November 2026 till 05.00 PM.**
Plant & C1 India contact detail	Refer respective annexures.

Notes:

1. Your offer should be for Basic Price per UOM.
2. The Bids offered by the Bidder shall be on ex-works basis.
3. **Statutory levies like Goods & Service Tax and Tax Collection at Source (TCS) shall be levied as per the prevailing rates at the time of taking delivery.**
4. For statutory levies applicable at various locations, refer the respective annexures.
5. **The quantities mentioned in the annexures are only indicative and not committed. The indicative quantities are likely to vary based on the actual generation during the contract period. However, the successful Bidder shall be required to uplift the actual quantity that is made available during the contract period even if it is more than the indicated quantity.**
6. Pollution Control Board (PCB) certification is not required for any of the items.

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Annexure Asaoti

Village-Piyala, Post-Asaoti, Dist. Faridabad (Haryana) - 121102.

Details of Materials

Time Slot	Item No.	Material Code	Material Description	Group	Quantity	UOM	EMD (INR)
Group A							
13:30 to 14:00 hrs	110	9500028	1.20MM CORNER CUTTING - LINE BLANKING	A	20	TO	INR 1,00,000 (One Lakh only)
	120	9500032	1.00MM CORNER CUTTING - LINE BLANKING	A	50	TO	
	130	9500034	0.90MM CORNER CUTTING - LINE BLANKING	A	6	TO	
	140	9501648	1.20MM GI CORNER CUTTING - LINE BLANKING	A	6	TO	
	150	9501649	1.00MM GI CORNER CUTTING - LINE BLANKING	A	3	TO	
Group B							
14:15 to 14:45 hrs	160	9500019	LINE SCRAP (SHELLS) 0.63-1.2MM	B	2	TO	INR 25,000 (Twenty-five Thousand only)
	170	9500020	PUNCHINGS UP TO 50 MM	B	2.5	TO	
	180	9500043	LINE SCRAP (TOP & BOT) 0.8-1.2MM	B	2	TO	
	190	9500044	REJ SQUARES & OFF CUTS (0.50 to 1.0mm)	B	1	TO	
	200	9500378	REJ DAMAGED SHEET 1.00/1.20 X 914 X 1800	B	2.5	TO	
15:00 to 15:30 hrs	210	9501068	COIL PACKING WRAPPER GI (SCRAP)	B	12	TO	
	220	9500002	25 LTR CAPACITY OLD USED/EMPTY MS DRUM	B	100	PC	
	230	9500013	20 LTR EMPTY SEAMING COMPOUND DRUM	B	100	PC	
	240	9500036	LINE REJECTED GI BARREL SEAM CUT	B	100	PC	
	250	9500041	REJECTED BARREL 1.20MM	B	100	PC	
15:45 to 16:15 hrs	260	9500042	REJECTED BARREL 1.00MM	B	200	PC	
	270	9500060	DAMAGED /DROP TESTED 210 Lit GI BARREL	B	20	PC	
	280	9500998	20 LTR CAPACITY USED EMPTY PAINT DRUMS	B	750	PC	
	290	9501251	Damaged/Drop Tested/Seam Cut Barrels-20G	B	235	PC	
	300	9501252	Damaged/Drop Tested/Seam Cut Barrels-18G	B	15	PC	

Taxes & duties: -

1. Goods & Service Tax @ 18% (extra as applicable). Presently CGST @ 9%, SGST @ 9% OR IGST @ 18% on MS Scrap items. For all types of Rejected Off Specification M S Barrels, CGST @ 9%, SGST @ 9% OR IGST @ 18%.
2. TCS @ 1 % on the overall invoice value will be as applicable.
3. The GST No. for our Asaoti Plant would be 06AABCB0984E1ZZ.
4. Those who are interested in quoting for both the Groups should submit the EMD payment by DD separately for each group as mentioned above.

Balmer Lawrie & Co. Ltd. **Mr. N D Yadav, Sr. Manager (SCM) - [Asaoti]** Email: - **yadav.nd@balmerlawrie.com** 0129-2205073 /2205322. Fax: 0129-2215090 Mobile No. 8879294183 **Mr. Hritwik Jadhav - AM (SCM) – (Mumbai office)** **8828616156 email – jadhav.h@balmerlawrie.com**	**C1 India Pvt. Ltd.** **Ms. Neeti Bala Chandra** **Email: - Neeti.bala@c1india.com** Plot No. 68, Sector 44, Gurugram- 122003, Haryana, India Tel +91-124 4302000/2001/2002/2003/2005/2006 | Mob. +91-07291981128,07291981127

EMD DD/PO in favour of "Balmer Lawrie & Co. Ltd.". Payable at Faridabad.
EMD can also be made directly to our HDFC Bank (Account No. 00930310001195, NEFT Code - IFSC "HDFC0000093) in advance through electronic transfer and proof of transfer of funds deposited with us.

TERMS & CONDITIONS OF THE ONLINE AUCTION

Definitions

- **SELLER**: Seller referred in this catalog, is Balmer Lawrie & Co. Ltd., Industrial Packaging SBU.
- **SERVICE PROVIDER**: C1 India Pvt. Ltd. (hereinafter referred to as "C1 India") is an e-commerce service provider appointed by the seller to facilitate virtual auction by the seller. C1 India will only facilitate online auction and are considered as third party not particularly interested in the item/s being sold on behalf of seller.
- **BIDDER**: Any person - as an individual OR a proprietor OR a partner OR an authorized representative of any company OR any legal entity and who is paying the requisite EMD and registered at C1 India and who makes or places a bid for and purchases the auction property either in part or in full is considered as a bidder. One individual can represent as a bidder on his own behalf and on behalf of other companies provided he registers himself in those capacity separately i.e. for each representation he should pay separate Earnest money deposit. Successful Bidder is that Bidder in whose name confirmation of sale is issued by the seller and the order is placed and shall be deemed to include the tenderers successors, representatives, heirs, executors and administrators duly approved by the company.
- **TIMING OF ONLINE BID:** Time, wherever mentioned in any document relating to the bidding event, including the auction catalog, refers to Indian Standard Time (IST) i.e. UTC + 05.30 hrs. All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavour of C1 India to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. UTC + 05.30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (Start, operation, closure) would be guided by the Server Time. Bidders are advised to refresh the right side window of the Auction room to check the exact Server Time that is displayed there.

1.0 GENERAL TERMS & CONDITIONS:

1.1 Subject to the reserve price, if any, fixed by the SELLER and subject to the terms and conditions set out herein, sale shall be made to the HIGHEST BIDDER on "**AS IS WHERE BASIS**" and "**NO COMPLAINT BASIS**." The Seller does not undertake any responsibility to procure any permission/license etc., in respect of the auction property offered for sale. The material can be inspected on any working day between **10.00 AM and 4.00 PM with prior appointment.**

1.2 SELLER reserves the right to modify and amend the terms & conditions and announce the same at any time before the entire auction concludes. Announcements made during the auction in the auction room and changes made in the catalogue, including start price, bid increment/decrement, extension of time for items where bids are received or not and any other additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale, are being done with the consent and knowledge of the seller and those would be binding on the bidder.

1.3 Bidders are advised in their own interest not to leave the auction room till the entire auction is concluded. Participation and bidding in this auction shall be treated as conclusive evidence of the fact that the bidder, who has not been previously blacklisted by Balmer Lawrie & Co. Ltd., has inspected the materials and the documents pertaining to it and is satisfied in all respects regarding quantity, quality, condition of the auction property, taxes & duties, and other extraneous factors and the Principle of Caveat Emptor (let the buyer beware) will apply. Final decision regarding participation will be with the Seller. It shall also imply that the bidder has carefully gone through and understood the terms and conditions of Auction including the amendments if any, prevailing at the time of Auction. Seller/C1 India will not entertain any complaints or objections once Bid is placed.

1.4 Seller/C1 India does not give warranty or guarantee of the quality, quantity, measurement, condition, chemical composition of each individual item(s) or lot(s) that form the auction property and about its "End Use" or fitness for a particular purpose.

1.5 The highest bidder does not get any right to demand acceptance of his offer. SELLER reserves the right to accept/reject/cancel any bid, withdraw any portion of the Auction Property at any stage from Auction even after acceptance of bid/issue of delivery order, or release order/deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/cancellation/withdrawal, SELLER

shall refund the value of Auction Property, if paid for, to the successful bidder. SELLER shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.

1.6 EMD amount will not carry interest.

1.7 In the event of failure on the part of the successful bidder to fulfill his contractual obligations, seller/C1 India reserves the right to debar such bidder from participating in any future auctions conducted by C1 India on behalf of seller.

DISCLAIMER:

1. C1 India runs its business on the basis of a robust Web Site. However, C1 India is outsourcing server space from a third-party hosting company and hence shall ensure the smooth running in all good faith and intention. However, C1 India will not be held responsible for any failure of power, network, server, hosting server, Internet connectivity, ISP or otherwise at Bidder's end or at C1 India directly or indirectly affecting online method of Bidding.
2. C1 India takes no responsibility of the quality, quantity, documentation details of buyers/sellers. Both the buyers & sellers agree to defend indemnity and hold C1 India harmless of any loss, damage, cost, and expenses caused by any reason during this transaction. In no event shall C1 India be liable for any loss to the transactors by business, revenues, profit, costs - direct and incidental, consequential or punitive damages of any claim. Both the parties agree to have discussed all the related matter regarding this transaction and have understood in full that C1 India has provided a source of supply and has nothing to do any further especially with regards to quality, warranty, guarantees, delivery schedules, payments, rejections, transportation, legal laws and regulations to be followed from time to time etc. Since C1 India does not possess knowledge base of the commodities under transaction, both the parties agree that the matter contained in the material, as a part or as a whole, does not violate any applicable law. C1 India Pvt. Ltd. is only an e-commerce service provider, and is not and cannot be a party to or control in any manner any transactions between the Seller and Bidder. C1 India Pvt. Ltd. shall neither be responsible nor liable to mediate or resolve any disputes or disagreements between the Seller and Bidder.
3. The Seller/Bidder agrees to limit the liability of C1 India Pvt. Ltd. to them for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs, and that the total aggregate liability of C1 India Pvt. Ltd. to the Seller/Bidder shall not exceed its total fee receivable from the Seller/Bidder. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

4. Wherever images of the auction property are displayed, Bidders may note that C1 India does not represent or warrant that the images are accurate, complete, reliable, current or error-free even though care has been taken to present them. They are only indicative in nature. Hence, bidders are advised to physically inspect the auction property before placing bids.

2.0 **PARTICIPATION**:

2.1 **Terms & Conditions**

1. Bidder shall be assigned a Unique User Name & Password by M/s. C1 India Pvt. Ltd. You are advised to change the Password to ensure confidentiality. All bids made from the Login ID given to you will be deemed to have been made by your company.

2. You will be able to view the following on your screen along with the necessary fields in the English Forward (no ties) Auction:
    a. Auction Start Time & End Time.
    b. Opening Price & Bid Increment value (Decided by. M/s Balmer Lawrie & Co. Ltd)
    c. H1 Price
    d. Bid Placed by you
    e. Your Own Rank

3. At the end of the Forward Auction, M/s Balmer Lawrie & Co. Ltd. will decide upon the winner. M/s Balmer Lawrie & Co. Ltd. decision on award of Contract shall be final and binding on all the Bidders.

Neither Service Provider (C1 India Pvt. Ltd.) nor M/s Balmer Lawrie & Co. Ltd. shall have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

4. M/s Balmer Lawrie & Co. Ltd. shall be at liberty to cancel the Forward auction process / tender at any time, before ordering, without assigning any reason.

3.0 **CONDITIONS APPLICABLE TO "ONLINE" AUCTION METHOD OF BIDDING**:

3.1 **Time Extension**: If any market-leading bid (bid higher than the highest at the point in time) is received within the last 3 minutes ("Time Extension" as mentioned in the Bidding Room will be in force & 3 Minutes is an example) of closing time, the time will be extended automatically by 3 minutes.

3.2 **Training**: C1 India will provide training (online) if required by the bidders at a mutually convenient date and time before the Auction.

3.3 **Bids**: All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the seller will forfeit the EMD. The highest and the latest bid on the Auction shall supersede all the previous bids of the bidder. Bidders may please note that in the event of a manual bid amount matching that of an auto bid, the manual bid will prevail and will be considered. The bidder with the highest offer/ bid does not get any right to demand acceptance of his Bid.

3.4 **Auto Bid**:

a. Auto Bid facility is provided for bidders intending to place a maximum/minimum value for a Item /Items.

b. Auto Bid is not a confirmed bid. It is only the maximum ceiling amount/minimum floor amount set by the bidder to enable the auction engine to place bids on his behalf, whenever he is outbid, up to the ceiling/floor amount set by him.

c. Once an Auto Bid is set, the auction engine will consider the ceiling/floor amount for the next possible bid only, depending on the highest/lowest bid prevailing at that point of time and the increment/decrement amount prescribed for that particular item. However, Auto Bid cannot be set for amounts less than two increments/decrements to the highest/lowest bid prevailing at that point of time.

d. Bidders may please note that in the event of a manual bid amount matching that of an Auto Bid, the Auto bid will prevail and be considered.

4.0 **Validity of Bid**: The bid submitted by the bidders should be valid for the Company's acceptance for a period of 30 days from the date of auction.

5.0 **Contract Validity –** The contract, if any, awarded against this order will be **valid up to the end of the month mentioned in period of contract.**

6.0 **Rate**: **The rates offered by the Bidder shall be on ex-works basis.** The rates quoted to exclude GST, TCS (Tax Collected at Source) & any other levies imposed by the Govt., shall be charged as per rates prevailing at the time of taking delivery of Scrap.

7.0 **Sub-Leasing**: The successful Bidder shall not be allowed to sub-let either wholly or any part of the order without the company's prior written consent.

8.0 **Payment -** All payments shall be made in the form of Demand Draft/Pay order issued by any Scheduled / Nationalized Bank / Co-operative Banks in favour of **Balmer Lawrie & Co. Ltd.,** before removal of the material.

8.1 Security Deposit - Within 7 days of the company's communication, Successful Bidder/s shall have to deposit 10% of the value of the contract subject to a minimum of Rs.10,000/- (Rupees Ten Thousand only) as Security deposit by DD / Pay Order in favour of Balmer Lawrie & Co. Ltd.

- Cheque /Cash or any other forms of payment are not acceptable towards Security Deposit.
- The Security Deposit will not bear any interest.
- The successful Bidder should deposit the Security Deposit amount separately. Security Deposit cannot be clubbed with any Running Account.
- EMD of successful Bidder will be adjusted in Security deposit.
- Security Deposit is liable for forfeiture, if Successful Bidder fails to lift the awarded scrap items timely during the stipulated period. Exceptions can be considered as per Clause No.7 of General Terms & Conditions.
- Successful Bidder violates the tender condition.
- Security Deposit will be refunded only after successful completion of the contract and depositing of applicable Sales Tax Form.

9.0 **DELIVERY**:

9.1 On receipt of payment along with applicable GST/TCS & other Charges by the Seller, the Seller will allow the Buyer to lift the materials.

9.2 **Segregation / selection of scrap will not be permitted.**

9.3 All weighments (Gross & Nett) for scrap shall be carried out at Company's weigh bridge and in the presence of our representative. Loading of scrap of gross weight more than 30 MT will not be allowed.

9.4 Delivery of scrap shall be normally made on working days only between 10.00 AM and 4.00 PM., except on Saturday between 10.00 AM to 1.00 PM

9.5 At no given time shall the successful Bidder be allowed to accumulate Scrap in excess of one truck load. As such the Bidder must ensure regular removal of scrap from our factory and organise to keep our shop floor and the factory premises clean of scrap at all times. In the event of failure to do so, the buyer /contractor is liable to pay the penalty towards the following.

i) Finance cost for holding inventory of scrap i.e. value of the scrap @ 24% p.a.
ii) Warehousing charges on daily basis @ Rs. 5/-per sq. ft. per day

9.6 The successful Bidder(s) must ensure regular removal of scrap from the Plant and provide adequate labour to keep the shop floor clean of all scraps at all times. The labour employed by the Bidder for removing of scrap from the machine to the storage area will be required to conform to shift working hours of our plant.

9.7 The Company reserves the right to split the total order quantity of various types of scrap to different parties, based on the highest rates obtained.

9.8 Successful bidders should ensure that the material clearance is as per the seller's instructions. Neat and clean maintenance of the stockyard from where the material is lifted is the responsibility of the successful bidder. In the event of non-adherence to the above by the successful bidder, seller will reserve its rights to impose penalties/forfeiture of SD and other payments collected. Weight recorded at the seller's premises shall prevail.

9.9 While taking delivery of the material, it will be at the discretion of the seller or its authorized representative to direct the manner / order in which the materials or items shall be removed. No segregation of the items is allowed inside the seller's premises.

9.10 Once the goods / materials are taken out of the factory gate, purchaser will be solely responsible for all sorts of claims like shortage, missing parts, damage, incident, accident, loss of material etc.

9.11 Resale will not be recognized. The purchaser shall not be entitled to resell any item or part of a item while goods are still lying within the premises of the seller and no delivery would be effected by the seller to any person other than the Purchaser whose names are mentioned in the sale order/Delivery order.

9.12 Purchaser and his men are subject to the security rule of seller in force while in the seller's premises. The purchaser/s, their workmen agents or representatives shall not commit any nuisance, theft or indulge in any antisocial activities in the seller's premises and the purchaser shall be liable for the good conduct, safety & discipline of his workmen. In case of any such activity, delivery will be suspended and strict action as per law will be taken including forfeiture of SD.

9.13 While taking delivery of the material, the Purchasers shall be responsible for any damage that may be done to premises / fittings of the SELLER in the course of removing the item or items purchased by them. The

SELLER may at its option arrange to make good such damages and the purchaser shall pay for the same on demand. If such payment is not made on demand, the SELLER may forfeit the EMD/Security Deposit or may stop delivery of the material till payment is made.

9.14 SELLER will not at any time be responsible for any injuries caused due to accident within its premises either to the buyer or his representative / labour etc., and the buyer will make proper arrangements for any claim arising out of the employment under any status. It is the responsibility of the buyer to provide necessary safety appliances (like hand gloves / safety shoes etc.,) to the labourers, who are engaged for loading the materials.

9.15 If any accident or damage to the property / life etc. arises by reason of any act of negligence / omission / default or non-compliance with any of the Terms & Conditions or statutory regulations or rules and regulations applicable within the Seller's premises, on the part of the Buyer / his representative or employees, resulting in death or injury to any persons or damages to the property of the SELLER or any third party, then in such an event the Buyer will have to pay compensation to such person including the employees of the SELLER for such accident or injury / death or damage caused to their employees or to any of the Seller's employees or to others or to the Seller's property. The Buyer shall in such event, keep the SELLER fully indemnified from any demand, claims or proceedings thereof.

9.16 In case the H1 party fails to uplift material continuously for seven days, the company has the discretion to award the contract to H2 party. Company is not bound to give any notice / reminder to H1 party for their continuous failure. Differential amount arising out of such failure will be recovered from H1 party.

9.17 In the event of any dispute with regard to not taking possession / non-availability of inspected Auction Property etc. and forfeiture of 'EMD', C1 India will not be held responsible for the loss / forfeiture.

10.0 Arbitration

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

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

11.0 AWARD OF CONTRACT:

Only the Highest Quoted (H1) party shall be awarded the contract. The company reserves the right to reject the offers submitted by the Bidder either in part or full without assigning any reasons what so ever. The decision of the company is final in this regard.

GENERAL CONDITIONS

1. **Purpose of the contract**: This contract is for sale of MS scrap generated out of barrel manufacturing operations at our plants at various locations as set forth in the Sale Order.
2. Every BID shall be in accordance with the specifications and terms and conditions.
3. All Bidders are requested to note that no negotiations will normally be conducted on post price-bid open except with the highest bidder. It will, therefore, be in the interest of the Bidders to quote the highest price at the initial stage. **During negotiation or in the revised offer, only upward revised prices shall be valid for consideration. No change in the accepted rates shall be permitted during the period of contract under any circumstances.**
4. The Bidder will be required to confirm the negotiations in writing within the time stipulated. If the Bidder fail to comply with this requirement, the company reserves the right to evaluate his tender at its discretion based on their original rates.
5. The Company reserves the right to reject any or all Bids and or to distribute the material to one or more parties without assigning any reason whatsoever. The company is not bound to accept the highest tender and reserves the right to accept one or more tenders in part. The decision of the company in this connection will be final.
6. The material can be inspected on any working day between 10.00 AM and 4.00 PM.
7. **The successful Bidder shall also ensure that the entire scrap quantity offered to them are completely lifted from our factory premises before 4.00 PM on the last working day of the contract period. Request for extension in this respect shall not be entertained.**

   For items where Original tendered quantity is more than one truckload [ie.9 MT], if balance quantity available on the last day after upliftment of material is less than one truckload [ie.9 MT], BL at its own discretion may allow exemption for non upliftment of balance material.

   For items where Original Tendered quantity is less than one truckload [ie.9 MT, then the above clause is not applicable & bidder has to compulsorily uplift the tendered quantity failing which BL reserves the right to forfeit the Security Deposit amount.
8. The successful Bidder shall be responsible for fulfilling all statutory obligations in respect of PF, ESI, Laws and Injuries Act etc., for their labour force working in company's premises. Necessary contributions for their workmen shall be deposited by the successful Bidder. They shall also provide complete information and furnish all records to the company whenever asked for. In the event of any additional levies or penalties being imposed on this account to remit the same within the due dates under advice to the company. In all respects, contractor will be responsible for employment, welfare, conduct etc. of his employees.
9. **Necessary labour for folding, bundling and stacking of Corner Cuttings from the Generation Point / Shop Floor shall be organized by the successful Bidder and such labour shall be required to confirm to the normal Shift working hours of our Barrel Division. However, in the event the successful bidders are not able to perform the said activity, BL may on special request from the bidders, arrange to perform the said activities and recover the cost involved in performing such activity proportionately from the successful bidder either from the running account or any other deposit available with BL.**
10. In case of unsatisfactory performance of the contractor either in relation to lifting of the materials or to adherence of specified time limits or to misbehavior of the contractor's employees with the companies / customer employees etc. the company reserves its right to cancel part or whole of the contract and sell the material elsewhere, in which case the contractor shall also be liable for forfeiture of the Security Deposit.
11. The contractor shall hold the company and C1 India harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the Workmen's Compensation Act 1923. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or

occasion through acts of commissions/omissions whether due to negligence or not of the contractor or his agents or his employees in carrying out the job of the contractor will be the liability of the contractor.

12. The contractor shall hold the Company and C1 India harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. This indemnity shall be in addition to, and not in lieu of any indemnity towards the company may be entitled by law.

13. The thickness indicated in the statement is on the basis of the thickness of the steel used from which the scrap is generated. No representation and / or guarantee is made by the Company as to the thickness of steel scrap.

(On the letter head of the company)

APPENDIX - I

DECLARATION FORM

To, **Date:**

Chief Manager (SCM)
Balmer Lawrie & Co. Ltd.
5, J. N. Heredia Marg,
Ballard Estate, Mumbai – 400 001.

Dear Sir,

1) I/We, the bidder/s do hereby state that, I/We have read the entire Tender Documents in full and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the online Bids for sale of Steel & various other scraps by Balmer Lawrie & Co. Ltd.

2) I/We further declare that the information revealed by me/us in this acceptance form is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the bid/s submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by the seller and the seller will be at liberty to annul the offer made to me/us at any point of time.

3) I/We also agree that after my/our offer/bid placed by me/us for purchase of the material is accepted by the seller and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the auction catalog and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by the seller and that the seller has also a right to proceed against me/us for specific performance of the contract, if so desired by the seller.

4) The decisions taken by representatives of seller shall be binding on me.

5) I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correction in catalogue and/or additions or deletions of items being offered for sale.

6) I/We note with due care that C1 India shall be making the announcements of correction with the consent and knowledge of the seller and C1 India shall not be liable for these last minute change.

7) I/We confirm that I or any of our official(s)/director(s) and family members are not directly or indirectly associated with manufacturing or supply of new 210 ltr M S Barrels.

8) WE ACCEPT ALL YOUR TERMS & CONDITIONS AS STATED ABOVE.

Signature of Authorized Signatory with Name and Seal. **Date:**

USER ID ……..

Company / Firm / Person / Concern / in whose name the material is/are to be purchased: ……..

Contact Person(s): ……..

Designation: …… (In case of company/firm, give, in addition, names of key Directors / Partners)

Whether Sole Trader / Partnership / Private Limited Company / Public Limited Company: ……

Address of the Registered Office	Address of the Branch Office quoted against this tender	Address of the Factory/Godown

Phone No.: …… **Mobile No.**: …… **Fax No.:** ……

E-Mail: ……..

Year of Establishment:
Date of Registration (With Xerox copies):
Registration No.:
Year of commencement of Operations:

Details of business activities including activities including that of sister concerns, if any.

Whether this material is used for own use or sold elsewhere? If so, give the details of the end use (Give details in a separate sheet)

List of large companies/Public Sector Undertakings to which you have quoted for the same job with details of value and year of execution.

Annual turnover in the last 3 years:

IT Exemption / Clearance certificate No. & Date:

PAN No.: ……..

GST Registration No. ……

Name & Address of the Bankers with A/c No.:
……..
(Please furnish Bankers Certificate)

Are you familiar with e- Auction/online bidding? YES / NO
If NO, attending a Mock e-Auction with prior appointment is mandatory. And in an event the Mock e-Auction is not attended, NO COMPLAINTS will be entertained.

EMD details:

Item No.	DD/PO/UTR No.	Bank Name	Branch	Dated	EMD Amount

Signature of Authorized Signatory with Name and Seal. **Date:**

-- Scan & email this document to: mukesh.kumar@c1india.com, neeti.bala@c1india.com, ingale.td@balmerlawrie.com, jadhav.h@balmerlawrie.com

Appendix-II
Process Compliance Form

(The bidders are required to print this on their company's letterhead, sign & stamp before emailing the scanned copy)

To,
M/s C1 India Pvt. Ltd.,
Plot No. 68, Sector 44, Gurugram- 122003, Haryana, India
Tel +91-124 4302001 | Mob. +91-7291981128 /27
Sub: *Agreement to the Process related Terms and Conditions for the FORWARD Auction.*

Dear Sir/Mam,

This has reference to the Terms & Conditions for the FORWARD Auction FOR **--------**

This letter is to confirm that:

1) The undersigned is authorized representative of the company.
2) We have studied the Commercial Terms and the Business rules governing the FORWARD Auction as mentioned in your letter and confirm our agreement to them.
3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
4) We also confirm that we will email a scanned copy or fax the price break-up of our online quoted price, within 24 hours of the FORWARD auction.
5) We, hereby, confirm that we will honor the Bids placed by us during the auction process.
6) We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time is over of the Online FORWARD Auction.
7) We confirm that we will change the password on the auction website after first log in.

With regards,
Signature with company seal
Name –
Company / Organization –
Designation within Company / Organization –
Address of Company / Organization –

-- Scan & email this document to: chandan.kumar@c1india.com;mukesh.kumar@c1india.com,neeti.bala@c1india.com

Appendix-III

Integrity Pact

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Sale of Steel & various other scraps generated from the MS barrel production plants.

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

   a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure - A**

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4: Compensation for Damages

a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

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

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

b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.

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

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

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

Section 8: Independent External Monitor/Monitors

(a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.

(c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the

Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.

(h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(i) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

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

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

Section 10 – 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) 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)

_____
_____
_____

-- Scan & email this document to: mukesh.kumar@c1india.com, neeti.bala@c1india.com, ingale.td@balmerlawrie.com, jadhav.h@balmerlawrie.com

APPENDIX – III(A)

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 Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will 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/ 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 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.

-- Scan & email this document to: mukesh.kumar@c1india.com, neeti.bala@c1india.com, ingale.td@balmerlawrie.com, jadhav.h@balmerlawrie.com

APPENDIX – III(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/ behaviou9r 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 laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, 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 B2.2 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 it's representative (s).

B.2 Irregularities noticed after award of contract

B.2.1 (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 B2.2 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 conclusion of 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 B2.2 below from the date of issue of banning order

B.2.2 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.2.3 Exceptional Cases:

B.2.3.1 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.2.3.2 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 provision of order/contract.

B.2.3.3 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 en-cashed 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 (LI), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.l **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 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 to 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 (LI), 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 NIT.

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 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 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 than7days. 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 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 wil 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 to 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 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 encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (3),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)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on 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 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 at Para B2.3 hereinabove, the agency may continue after approval from 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 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 the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.

(xv) The banning shall be with prospective effect i.e 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 banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.**

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

F3 **Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.**

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

H. The above procedures supersede all earlier circular/clarification on the subject.

I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice **/rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.**

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