

BALMER LAWRIE & CO LTD
21, Netaji Subhas, Road, Kolkata -700001
NOTICE INVITING TENDER

Tender No.: BL/IA//23-24/001
Date: 01.06.2023

Appointment of firm of Chartered Accountants / Cost Accountants for carrying out Internal Audit, Testing and Validating Internal Financial Controls (IFC) of Balmer Lawrie & Co. Ltd. for a period of three years from 2023-24 to 2025-26.

Details of Independent External Monitors		
Name	Address	E-mail ID
Shri Brij Mohan Kohli	M-88 Ground Floor, GK 2, New Delhi -110048	brijmkohli@gmail.com
Dr Bibhuti Bhushan Pattnaik	302, New Shivalik CGHS, Plot No 4, Sector -51, Gurgaon 122002 (Haryana)	pattanaik181@yahoo.com

BID DETAILS

1	Posting of Tender Document on Web Site	02.06.2023
2	Pre-Bid Meeting Date (Balmer Lawrie & Co Ltd., 21, Netaji Subhas Road. Kolkata-700001)	07.06.2023
3	Last Date and Time of submission of Bidding Documents including Technical and Commercial Bid	22.06.2023 16:00 hrs
4	Indicative Date and Time of Opening of Technical Bids	22.06.2023 16:10 hrs
5	Place of opening of Technical Bids	Balmer Lawrie & Co Ltd. 21, Netaji Subhas Road. Kolkata-700001
6	The bidders shall be evaluated based on parameters as set out in the technical eligibility criteria and the bidder securing minimum 70 marks as per the scoring as set out in Annexure-B shall be considered as qualified for opening of commercial bid which shall be opened subsequently	
7	Earnest Money Deposit	Rs. 1,50,000/- (Rupees One lakh Fifty Thousand only) in NEFT mode Balmer Lawrie & Co Ltd, Standard Chartered Bank 19, N.S. Road, Kolkata-700001, A/C No.: 32205133995 IFSC Code: SCBL0036002 Or in the form of Bank Guarantee

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OVERVIEW OF THE COMPANY

Balmer Lawrie & Co. Ltd. (BL) is a Mini Ratna – I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas of Government of India with a turnover around Rs 2,383 Crores and Profit Before Tax of Rs 211 Crores as on 31st March 2023.

BL products include steel barrels, industrial greases, specialty lubricants, ticketing, leisure travel and logistics services. It has a presence in chemicals and logistics infrastructure including Temperature Controlled Warehouse. The company is headquartered in Kolkata and has offices / plants throughout India.

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SCOPE OF WORK

Broad scope of Internal Audit / Testing and Validating Internal Financial Control (IFC) are as follows:

The Scope of work of this tender consists of Internal Audit and Risk Assurance in respect of all the SBU's/Departments of the company spread across the country. The following tables for distribution of assignments are indicative but not exhaustive.

Region Wise Number of Indicative Internal Audit Assignments per Annum

Sr. No.	Region	Expected number of Audit Assignments/Annum
1	Eastern Region (Kolkata, Bhubaneswar)	12
2	Western Region (Mumbai, Silvassa, Dronagiri, Patalganga, Vadodara)	14
3	Northern Region (New Delhi, Asaoti, Rai)	08
4	Southern Region (Chennai, Bengaluru, Hyderabad, Chittoor)	16
	Total	50

Location Wise Number of Indicative Internal Audit Assignments per Annum

Sr. No.	Location	Expected number of Audit Assignments/Annum
1	Kolkata	11
2	Bhubaneswar	1
3	Rai (Sonipat, Haryana)	1
4	Delhi	5
5	Asaoti (Haryana)	2
6	Mumbai including Navi Mumbai	9
7	Silvassa	4
8	Vadodara	1
9	Chennai	12
10	Hyderabad	2
11	Bengaluru	1
12	Chittoor (AP)	1
	Total	50

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Management reserves the right to add/ delete any other place of business across the country within the scope of work or reduce/increase the number of Internal Audit assignments.

- A. The Scope of work includes testing & validating of Internal Financial Control (IFC) framework across all the indicated offices of the Company. The scope may not be confined only to finance audit, greater emphasis shall be laid on review of business operations. Some of the indicative assignments but not exhaustive are as follows:

Sales and Receivables

Review of the sales cycle from order to cash covering the following:

- a) Time lag between receipt of Sales Order to billing and submission to customer.
- b) Adherence to selling rate as per order / price list.
- c) Due approval as per procedure for special price sales.
- d) Sales return accounting /Bill cancellations/ Credit notes thereon
- e) Credit notes on monthly/yearly target schemes.
- f) Credit policy and credit limit approvals and system checks.
- g) Review of Receivables accounting and unallocated collections.
- h) Product/ Customer based profitability analysis.
- i) Review of jobwise profitability for logistics business.

Procurement and Payables

Review of procurement cycle from requisition to vendor payment covering the following:

- a) Review of procurements process with adherence to Purchase Manual
- b) Analysis of stock position of items before procurement.
- c) Review of time lag in accounting of material after physical receipt if any.
- d) Analysis of reasons of delay in Quality Control (QC) after receipt of materials if any and time lag in vendor account posting.
- e) Treatment of short & excess arrived during physical stock counting and disposal of non-moving inventories.
- f) Review of demurrages and detention related to custom clearance of cargo and recovery from customer.
- g) Documentation and Standard Operating Procedure (SOP) followed in release of payments as per Delegation of Authority (DOA).
- h) Review of MSME vendor accounts for ensuring payments within stipulated time.

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Legal Compliance

- i. The auditor should check the degree of adherence to applicable laws of Direct and Indirect tax relating to filing of statutory returns, availment of input credits etc.
- ii. Review of proper process for all Human Resource (HR) related payments and statutory compliance regarding PF, ESI, Gratuity etc.
- iii. Review of CSR activities which may include whether activities have been completed as per the timeline/schedule and reporting as stipulated under Companies Act / DPE guidelines.
- iv. Compliance of HSE Manual and Factories Act.

Accounting

The audit should cover checking of financial transactions and its accounting as per the accounting principles and adherence to the company policy. The same should inter-alia cover the following:

- a) Scrutiny of the major GL (General Ledger) codes especially on non-moving deposits and advances.
- b) Treatment of short & excess observed in physical verification of Assets.

The Internal Auditor is required to report on the Internal Financial Control System, which may include a review of the existing procedures and suggest measures for improvement.

B. All Internal Audit Assignments would be carried out as per the Internal Audit Programme for the year to be circulated separately.

- a) Discussions with BL unit HODs to be undertaken on completion of the audit for discussing the audit observations and recommendations before release of Draft Report.
- (b) Finalization of Draft Report and management response after review by SBU Heads.
- (c) Discussion of major issues with Head of Internal Audit and issuance of final Audit Report.

The internal auditor can view and access the past data and an take print or soft file of the relevant reports and documents etc. generated during the tenure of the respective internal audit period for their reference and record, if required.

C. Time Schedule:

The internal audit is to be conducted in 2 phases as per Audit Programme given by Balmer Lawrie & Co Ltd. The tentative IA Programme are as follows:

Phase	Audit Period	Time of Execution	Issuance of Final Report
I	March to September	October to November	By 15 th December
II	October to February	March	By 15 th April

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- D.** Strict adherence to the time frame scheduled in the Internal Audit programme in the Audit programme as stated in Clause C.
- E.** The report inter alia shall be compatible with the Standard Auditing Practices prescribed by the Institute of Chartered Accountants of India and ensure compliance of rules/regulations framed by any relevant statutory body/act.
- F.** The Testing and Validating of Internal Financial Control (IFC) of the company would have to be carried out annually unit-wise for IFC nos. as per the program communicated by the company.

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Annexure A

ELIGIBILITY CRITERIA:

A. Minimum Technical Eligibility Criteria:

Sr. No.	Parameters	Documents Required
1.	The bidder should have at least 20 CA and/or CMA qualified professionals and out of the same, 10 professional CA/CMA should have post qualification experience of at least 10 years.	In support of fulfilment of this criteria bidder should provide a list of the 20 professionals with CA and/or CMA qualification working in the bidder's firm along with their Membership No. and date of joining, experience
2	Bidder should have experience of Internal /Statutory Audit in the last 4 years (ending on March 2023) in listed companies having revenue of at least Rs 1,500 Crores or more in a year relating to of manufacturing and services excluding NBFC (Non-Banking Financial Institution).	Copy of the Work Orders to be submitted out of which one assignment should be with PSU having Annual turnover of Rs 1,500 Crores and above. Annual audited financial statement to be submitted.
3	Bidders should have executed at least one single Internal Audit (IA) assignment/job of Rs 10 lakh or 2 assignments/jobs of not less than Rs. 5 lakhs each during last four years covering at least 70% of the indicative scope of work as set out in Clause A (Scope of Work)	Self-attested photocopy of the work orders/contracts and corresponding completion certificates pertaining to the assignment of Internal Auditor to be submitted. The work orders/ contracts regarding experience pertaining to Internal Audit can be either of the same firm or from network firms.
4	Bidders should have executed at least one Internal Audit (IA) assignment in the Travel/Logistics Industry.	Self-attested photocopy of the work orders/contracts and corresponding completion certificates pertaining to the assignment of Internal Auditor to be submitted. The work orders/ contracts regarding experience pertaining to Internal Audit can be either of the same firm or from network firms.
5	Bidder should have offices in all metro cities, viz, Delhi/NCR, Mumbai, Chennai, and Kolkata and preferably should have a major controlling / coordinating office at Kolkata.	Copy of Firm Card as on 31 st March 2023 available on portal of ICAI (Institute of Chartered Accountants of India) and ICMA (Institute of Cost & Management Accountants of India)
6	The bidder should be a registered firm/ legal entity	Self-attested copy of certificate of registration / incorporation which at least should be 10 years old as on March 2023
7	GST & Income Tax registered entity	Copy of and GST Registration Certificate.
8	The bidder should not have been banned/de-listed/ blacklisted/de-barred from business by any Public Sector Undertaking / Government Department during the past five years	Self-declaration to be submitted, as per the enclosed proforma (Annexure-G), as an affidavit on the stamp paper of Rs. 100/-.
9	Earnest Money Deposit	EMD of Rs 1,50,000/- (Rupees One Lakh Fifty Thousand) only through NEFT in favor of Balmer Lawrie & Co. Ltd. at Standard Chartered Bank. 19, N.S. Road Kolkata -700001, A/C No.: 32205133995 IFSC Code: SCBL0036002.

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Sr. No.	Parameters	Documents Required
10	Integrity Pact Declaration	Integrity Pact Declaration as per Annexure-H on Firm's Letter Head to be Stamped, Signed & uploaded with the Bid.
11	Security Deposit	Successful bidder has to provide a interest free security deposit for Rs.3,00,000/- (Rupees Three Lacs) only through NEFT in favor of Balmer Lawrie & Co. Ltd. at Standard Chartered Bank. 19, N.S. Road Kolkata - 700001, A/C No.: 32205133995 IFSC Code: SCBL0036002 or through Bank Guarantee from a scheduled bank as per the format attached vide Annexure K
12	Declaration under Ground of Defence of India and National Security Clause	Declaration in firm letterhead to be uploaded as per attached format vide Annexure-L

- B.** Technical Evaluation shall be done only if the bidder is meeting the minimum eligibility criteria as set out in Annexure-A (Clause 1–12)

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Annexure-B

EVALUATION CRITERIA

Sr. No.	Parameter	Max. Marks	Marking System	
			Criteria	Max. Marks
1.	Bidder should have experience of Internal/Statutory Audit in last 4 years (ending on March 2023) in listed companies having revenue of at least Rs 1,500 Crore or more in a year and exposure in the areas of manufacturing and services covering 70% of the indicative scope of work as set out in clause A and to meet parameters as set out in Annexure A Clause 3 & 4 respectively.	50	10 marks for each assignment	50
2	Engaged in Internal Audit assignment of any PSU/ Government Company having a turnover of at least INR 1500 crore or more in a year and exposure in the areas of manufacturing and services covering 70% of the indicative scope of work as set out in clause A and to meet parameters as set out in Annexure A Clause 3 & 4 Note: All above assignment should be performed in the any of the last 4 F.Y., i.e., F.Y. 19-20, 20-21, 21-22 & FY 22-23	20	10 marks for each assignment	20
3	No. of partners in the firm having relevant experience in Statutory/Internal Audit	10	1 mark for each partner	10
4	Year of Establishment	10	0.5 mark per year	10
5	Number of Qualified Assistants	10	0.5 mark per qualified Assistant	10
	Total	100		100

The bidder shall include its Affiliates / Group companies / member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India. Firms fulfilling all the eligibility criteria mentioned in NIT would only be considered for scoring given above. **Bidders who score minimum 70 out of 100 marks on Evaluation criteria will only be considered.** The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation. The competent authority of the Company shall scrutinize, evaluate the bids based on the evaluation process as mentioned in the tender and shortlist the Firms.

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COMMERCIAL EVALUATION

Commercial Bids of bidders, who qualified in the technical evaluation stage, will be considered for participation in commercial Bidding. It will be opened in the presence of the bidders who have qualified in the technical bid. After opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

Final selection: - Final Selection will be based on QCBS (Quality and Cost Based Selection) Evaluation Process, explained as under:

QCBS Evaluation Process:

Commercial bids will be subjected to the QCBS evaluation process. Under QCBS (Quality and Cost Based Selection), the technical proposals as stated in Annexure-B (Evaluation Criteria) will be allotted weightage of **70%** while the financial proposals will be allotted weightage of **30%**. Proposal with a lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and commercial/financial, shall be obtained by weighing the quality and cost scores and adding them up.

Highest marks basis:

Based on the combined weighted score for quality and cost, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks will be ranked H-1 and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of bidder, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and commercial/financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively based on evaluation as set out in B (Evaluation Criteria). The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their commercial/financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the commercial/financial proposals and evaluated the quoted prices as under:

Prices Quoted by the qualified bidders.

A: Rs. 120.00

B: Rs. 100.00

C: Rs. 110.00

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Using the formula $(\text{LEC}/\text{EC}) * 100$, where LEC stands for lowest price quoted among the bidders and EC stand for price quoted by individual bidders, the committee gave them the following marks for commercial/financial proposals:

A: $(100/120) * 100 = 83$ marks

B: $(100/100) * 100 = 100$ marks

C: $(100/110) * 100 = 91$ marks

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and commercial/financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ marks

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ marks

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ marks

The three proposals in the combined technical and commercial/financial evaluation were ranked as under:

Proposal C at the evaluated cost of Rs. 110.00 was, therefore, declared as winner and shall be recommended for award of contract, to the competent authority.

It is pointed out that the above is merely an illustration.

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Annexure C

General Terms & Conditions

1. Before filling up, the complete Tender Specification should be read properly. If the tenderer finds any discrepancy, omission, ambiguity, or conflict in or among the documents forwarded or be in doubt as to their meaning, specification and interpretations, such matter shall be brought to the attention of the company (Balmer Lawrie & Co. Ltd.), at least four days in advance, prior to the date of filling/submission of the Tender. For clarification required, if any, please contact

Shri Subhayu Chakrabarti, AVP (IA & CRO)
Tel. No. 033-22225749
E-Mail: **chakraborty.s@balmerlawrie.com**

Balmer Lawrie & Co Ltd
21 Netaji Subhas Road
Kolkata-700001

2. **Bid Evaluation Criteria:**
As mentioned in Annexure A&B
3. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions, and all other factors, affecting the performance of the contract and the cost thereof.
4. The auditor is not allowed to give any “subcontract” without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
5. **Right of acceptance / Rejection:** BL reserves the right to accept/reject any or all offers without assigning any reasons, whatsoever. E-mail / hard copy offers shall not be accepted. The company will not accept any responsibility for any delay in uploading bids in e-procurement website. The company reserves the right to undertake price negotiation if required with H1 bidder.
6. Adherence to the time schedule on the audit due dates will be one of the criteria for evaluation of their performance for extension of the contract each year during the 3-year contract period. Delay in honoring the time schedule with valid reason should be communicated to the nodal officer for internal audit by e-mail in advance. It will be the decision of the competent authority of BL whether that delay will be granted or not.

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7. Contract Period:

The offer for carrying out assignments would initially be given for one-year i.e., for FY 2023-24 Management reserves the right to extend the tenure for a further two years i.e., 2024-25 and 2025-26. Management also keeps the right for pre-mature termination of the offer.

8. Submission of Tender/Bid:

Bidders are requested to kindly visit our e-procurement website: <https://balmerlawrie.eproc.in> for the same.

In case the bidders are unable to load the all the required information only the information related to non-price should be sent in a sealed envelope on or before the due date superscripting the envelope with tender no. date & due date should reach at our office at Balmer Lawrie & Co. Ltd., 21, Netaji Subhas Road, Kolkata-700001 within the due date and time to the kind attention of Shri Subhayu Chakrabarti.

Kindly do not send price part. Price part is to be loaded online only. If price is given in hard copy, then the bid will be rejected completely.

- 9.** EMD: Unpriced Part of the Bid should be accompanied by EMD of Rs 1,50,000. (Rupees One Lakh Fifty Thousand only) to be made in NEFT mode in favor of M/s Balmer Lawrie & Co Ltd at Standard Chartered Bank 19, N.S. Road Kolkata -700001, A/C No 32205133995 IFSC Code SCBL0036002. EMD submitted by way of Bank Guarantee should be valid for a minimum period of 90 days after the due date of tender submission.

- 9.1** For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the work order and the acknowledgment of the same has been received by Balmer Lawrie & Co Ltd.

- 9.2** EMD is liable to forfeiture in the event of:

- a. Withdrawal of offers during validity period of the offer.
- b. Non acceptance of orders by the bidder within the stipulated time after placement of order.
- c. Any unilateral revision made by the bidder during the validity period of the offer.
- d. Bidders submitting false/fabricated/bogus documents in support of their credentials

- 9.3** On award of contract, the Bidder should submit interest free Security Deposit (SD) for Rs.3,00,000/- (Rupees Three Lacs) only through NEFT in favour of Balmer Lawrie & Co. Ltd. at Standard Chartered Bank. 19, N.S. Road Kolkata-700001, A/C No.: 32205133995; IFSC Code: SCBL0036002; or through Bank Guarantee from a scheduled bank as per the format attached vide Annexure-K. SD submitted by way of Bank Guarantee should be valid till the period of contract with a claim period of one year from the end of validity date.

10. Placement of Order:

Purchase order will be based on H1 score (as described in Annexure B). The successful bidder has to accept the order within 7 days from issuing of LOI/Work Order/Appointment Order whichever is earlier.

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- 11. Jurisdiction:** All disputes are subject to Kolkata jurisdiction.
- 12. Payment terms:**
The price to be quoted shall be all inclusive but excluding taxes and duties.
- a) Bills to be submitted on a phase wise basis and the same should be supported by a statement showing the Final Report, Ref No. & Date, nomenclature of the assignment, the name of the Division/Department as well as details related to IFC checking.
 - b) 90% of the fees shall be paid on submission of phase wise Final Internal Audit report.
 - c) Balance 10% shall be payable only on completion of audit by the statutory auditors and by the CAG for each financial year and the management is satisfied that no qualification / adverse comments has resulted due to negligence of the Internal Auditor.
- 13.** If required shortlisted Chartered Accountant Firms / Consulting Firms would be required to make presentation before the tender inviting authority about their expertise and mode of carrying out Internal Audit assignments on Pan India basis.
- 14. Factory Rules:** Auditor personnel have to abide by the BL rules and regulations in the offices, factories CFSs and warehouses.
- 15. Offers & Enclosures:** The offers submitted by the all the tenderers will be non-returnable and shall be the property of BL even in the case of unsuccessful bidders. However, BL shall maintain the confidentiality for the submitted documents.
- 16. Validity period of the offer:**
The period of **validity of the quotations** should **not be less than 120 days** from the due date of the tender.
- 17. Confidentiality clause:**
The successful bidder must not disclose the confidential information obtained from the corporation to anyone unless required to do so by law and shall maintain confidentiality. The successful bidder to whom the work is allotted shall carry out the job at their own and will not sub-let this work to any other Agency/Organization.
- 18. RESOLUTION OF DISPUTES / ARBITRATION**
All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the Chairman and Managing Director of BL, Kolkata whose award shall be final & binding on both the parties. The contract shall deem to have been entered at BL, and all suits in respect of this contract shall be under the jurisdiction of the court in Kolkata.
- 19. Tender Currencies**
Currency for bid and payment will be in Indian Rupees only.

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Annexure- D

PRICE BID

In the case of difference between quoted rates in figures and words the rate quoted in words will be considered. Similarly, if there is any discrepancy between unit rate and total amount, unit rate will prevail.

- A. The number of Internal Audit assignments as indicated above is indicative but not exhaustive. The price to be quoted shall be inclusive of travel, accommodation and out of pocket expenses at all locations.

(Fig in INR)

Sl. No.	No of estimated IA Assignments	Expected No. of Audit Assignments	Rate per IA Assignment	Total Amount
1	Eastern Region (Kolkata & Bhubaneswar)	12	Rate per Assignment excluding GST. GST shall be paid at applicable rates.	
2	Western Region (Mumbai, Silvassa, Dronagiri, Patalganga & Vadodara)	14		
3	Northern Region (New Delhi, Asaoti & Rai)	08		
4	Southern Region (Chennai, Bengaluru, Hyderabad, Chittoor)	16		
	Total	50		
	Applicable GST			
	Total Gross Quote / Assignment with GST			
	Sub Total (A)			

- B. (Fig in INR)

Assignment	Amount for One verification per annum
Testing/validating of framework of Internal Financial Control once a year, covering specified locations of Balmer Lawrie & Co Ltd	Lump sum offer for one verification p.a. across the Company.
Basic Amount	
GST	
Total Quote with GST	
Sub Total (B)	

Overall Price shall be considered taking both i.e. (A+B).

Annexure: E

Conditions for Online Bid Submission

1. Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given below. The bidder would be required to register on the e-procurement marketplace at <https://balmerlawrie.eproc.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, technical bid, financial bid etc., in the standard formats prescribed in the Tender documents, displayed on the e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

Minimum System Requirements:

- i. Minimum of 512 MB of RAM
- ii. Minimum 1 USB port (If Certificate is in USB-Token)
- iii. Updated Windows Operating System
- iv. DSC Dongle driver should be installed before logging in.
- v. Certificate with full chain. (Signing and Encryption)
- vi. Certificate should not be expired it should be valid certificate.
- vii. Reliable Internet Connectivity

Operating System

Windows 2000 Professional
Windows 7 and above

Browser Version

Microsoft Edge browser.
Java Component (Updated Version 32 bit)
Go to Control panel>Add/Remove Programs>
Check whether Java Runtime Environment is installed on your machine or not.
Pre-Requisites Before Login to System

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2. Registration with e-Procurement platform:

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

3. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

For registration and online bid submission tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <https://balmerlawrie.eproc.in> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

Name	Email	Contact No.	Availability
Mr Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
Mr Lakshmanan P (Chennai)	lakshmanan@c1india.com	+91-8248990022	MON - SAT
Ms Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-112-4430-2000 extn 114	MON - FRI
Helpdesk Support (Kolkata)	blsupport@c1india.com		MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e tender.
- Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.

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- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
 - Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
 - Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
 - The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

Filling of Tender Documents

- The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

“Any amendment / corrigendum, as and when required will be uploaded only on the website of the Company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for up-dation”.

The sole proprietor or authorised representative shall sign all documents that need to be uploaded

4. Submission of Hard copies:

After submission of bid online, the bidders are requested to effect NEFT mode drafts /Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before opening of bid. The bidder shall furnish the NEFT (UTR No.) / Bank Guarantee and other documents under sealed envelope either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. Loose papers/documents as far as possible shall be avoided. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

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5. Corrigendum to tender:

The bidder should keep track of any Addendum / Corrigendum / Amendment issued by the Tender Inviting Authority on time-to-time basis in Company's website (www.balmerlawrie.com) and e-procurement site (<https://balmerlawrie.eproc.in>). No separate newspaper advertisement shall be published for such Addendum / Corrigendum / Amendment etc. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

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

7. 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.

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Annexure F

(To be printed on the letterhead of the Firm)

CONTACT DETAILS

a.	Name of the firm, address, Telephone nos.	:	
b.	Name of the Contact Person Telephone/Mobile No.	:	
c.	E-mail Address	:	
d.	Name of the Bank and branch (with full Address)	:	
e.	Bank Account No. (Enclose an unsigned cheque duly Cancelled)	:	
f.	RTGS code etc., so as to facilitate transfer of payment electronically to the successful bidder after satisfactory completion of work and submission of bills.	:	
g.	PAN No. (Enclose copy of PAN CARD)	:	
i.	GST No.	:	

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Annexure G

Signature, date and name of the authorized representative along with seal of the bidder

UNDERTAKING BY THE BIDDER

- A. I/We have read and understood the Tender document including, inter-alia, Notice Inviting Tender, Schedule of Charges (Part-B), Form of Tender/ Covering letter, Part-A: Techno-commercial bid including Instructions to Bidders, Eligibility criteria, Description of Services & Related Terms & Conditions, General terms & Conditions and Draft Agreement to be signed between me/us & BL and the same are acceptable to me/us unconditionally.

- B. We further undertake and certify that I/we have not been banned/ de-listed/ blacklisted/ debarred from business by any PSU/CPSE/Govt. Department during the last 5 years.

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Annexure-H

Integrity Pact

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

And

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

Preamble

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

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

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

Section-1: Commitments of the Principal

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

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will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2: Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the 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-I**
 - 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

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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 - J.**

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

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- 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

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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)

