



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

Ref No.: BL/IA/EOI/25-26

Date: 20.02.2026

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF  
CA/CMA/MANAGEMENT CONSULTANCY FIRMS FOR APPOINTMENT OF  
INTERNAL AUDITORS, RISK MANAGEMENT CONSULTANT, INTERNAL  
FINANCIAL CONTROL (IFC) CONSULTANT ETC. FOR BALMER LAWRIE  
& CO. LTD (BL) FOR FY2026-27 AND ONWARDS.**

<b>Contact Person:</b>	<b>Niranjan Kumar</b>
<b>Designation:</b>	<b>Chief Manager (IA)</b>
<b>Address:</b>	<b>Balmer Lawrie &amp; Co. Ltd. 3<sup>rd</sup> Floor, Internal Audit Department, 21 Netaji Subhas Road, Kolkata-700001</b>
<b>Email ID:</b>	<b>kumar.niranjan@balmerlawrie.com</b>
<b>Website:</b>	<b>www.balmerlawrie.com</b>
<b>Last date and time for submission of offer:</b>	<b>16.03.2026 by 6.00 pm</b>

**A. Introduction to the Organization**

Founded by two Scotsmen, Stephen George Balmer and Alexander Lawrie, in Kolkata, Balmer Lawrie & Co. Ltd. started its corporate journey as a Partnership Firm on 1st February 1867. Traversing the 159 years gone by, today Balmer Lawrie is a Mini Ratna-I Public Sector Enterprise under the Ministry of Petroleum and Natural Gas, Govt. of India, with a turnover of Rs. 2578 crore and Profit After Tax of Rs. 233 crore.

Along with its four Joint Ventures and one Subsidiary in India and abroad, today it is a much-respected transnational diversified conglomerate with presence in both Manufacturing and Service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases & Specialty Lubricants, Corporate Travel and Logistics Services.

It also has significant presence in most other businesses, it operates in, viz, Chemicals, Logistics Infrastructure, etc. In its entire years of existence, Balmer Lawrie has been successfully responding to the demands of an ever-changing environment, leveraging every change as an opportunity to innovate and emerge as a leader in industry. Today Balmer Lawrie has nine Strategic Business Units - Industrial Packaging, Greases & Lubricants, Chemicals, Travel, Vacations, Logistics



Infrastructure, Logistics Services, Cold Chain and Refinery & Oil Field Services, with offices spread across the country and abroad.

**B. Expression of Interest:**

- (i) BL hereby invites Expression of Interest (EoI) for empanelment of reputed Chartered Accountants (CA) / Cost Accountants (CMA) / Management Consultancy firms.
- (ii) Limited number of firms meeting minimum eligibility criteria (specified in Annexure 2) and securing the highest marks in evaluation (as per Annexure 4) shall be shortlisted for empanelment. Minimum of Three (3) and maximum of Eight (8) eligible firms shall be empaneled. Firms which fulfill all the minimum eligibility criteria (mandatory criteria) and score 75 % or more in the evaluation exercise of EOI shall only be considered for empanelment.
- (iii) Empanelment shall be valid for a period of 5 years which can be renewed for another 10 years maximum (Maximum 5 years each time), if approved by Competent Authority of Balmer Lawrie & Co Ltd, after which fresh EOI exercise shall be made.
- (iv) Out of empaneled firms, BL may at its discretion appoint the Internal Auditor for BL following suitable Limited Tendering Procedure as deemed appropriate in applicable period.
- (v) Limited tender shall be floated to empaneled firms for internal audit work of BL through GeM (Government e Marketplace).
- (vi) In case the fee structure received from the selected empaneled firm or all the firms as per empanelment list is abnormally high, BL's Management reserves its right to call Price Bid from other firms (other than the empaneled firms), subject to their complying with eligibility criteria as in (ii) above
- (vii) This EoI is only for the purpose of empanelment of firms and doesn't guarantee or assure allotment of Internal Audit or any other assignments.
- (viii) The Company reserves it's right to accept or reject any application without assigning any reason thereof. The decision of the Company for empanelment of firm shall be final and binding upon the firms participating in the process of empanelment.



- (ix) The Application Form and other relevant documents are to be submitted by CA firms / CMA firms / Management Consultancy firms who fulfills all the empanelment criteria and desires to get empaneled in BL - are available on our website [www.balmerlawrie.com](http://www.balmerlawrie.com).
- (x) Application forms, annexures and appendices should be signed by designated person having Power of Attorney (PoA) for signing such documents. Self-certified copy of POA to be provided.
- (xi) Interested Firms may download the Application Form along with Annexures and Appendices and submit the same in a sealed cover addressed to,

Mr Niranjan Kumar, Chief Manager (IA)  
Balmer Lawrie & Co. Ltd.  
3<sup>rd</sup> Floor, Internal Audit Department  
21 Netaji Subhas Road, Kolkata-700001

**on or before the date i.e. 16.03.2026 (up to 6.00 pm) by COURIER / SPEED POST / HAND DELIVERY.**

- (xii) DELAY AND LATE OFFER:

No offer shall be accepted / opened in any case which is received after due date and time of the receipt of offer (as mentioned above) irrespective of delay due to Postal Service or any other reasons. BL shall not assume any responsibility for late receipt of offer for Empanelment of Internal Auditors of BL. No correspondence in this matter will not be entertained.

**Enclosed:**

<b>ANNEXURE-1:</b>	General Terms & Conditions.	Page #. 4-5
<b>ANNEXURE-2:</b>	Minimum Eligibility Criteria (Mandatory Criteria)	Page #. 6-7
<b>ANNEXURE-3:</b>	Application Form.	Page #. 8-9
<b>ANNEXURE-4:</b>	Evaluation Methodology and Criteria	Page #. 10-12
<b>Appendix 1:</b>	Blacklisting declaration	Page #. 13
<b>Appendix 2:</b>	Integrity pact	Page #. 14-29
<b>Appendix 3:</b>	Information of professional team	Page #. 30
<b>Appendix 4:</b>	Internal Audit Work Experience- A	Page #. 31
<b>Appendix 5:</b>	Internal Audit Work Experience- B	Page #. 32
<b>Appendix 6:</b>	DISA/CISA/DISSA/CIA qualification details	Page #. 33
<b>Appendix 7:</b>	CA Certificate for Industry specific work completion	Page #. 34
<b>Appendix 8:</b>	CA Certificate for work completion of RMC and IFC consultancy assignment	Page #. 35
<b>Appendix 9:</b>	CA Certificate for Average Annual Turnover	Page #. 36



## **Annexure – 1**

### **General Terms & Conditions for submission of offers:**

1. Timely delivery of the application (physical hard copy) to contact details provided in page no 3, is the responsibility of CA / CMA/Management Consultancy firm (participating firm). Fax/e-mail offers will not be accepted.
2. Evaluation that whether participating firm possesses all above qualification criteria would be done on the basis of the information / data/ documentary evidence provided by the participating firm.
3. BL may at its discretion, seek from any or all participating firms' clarification(s) on application submitted including technical information, document etc. for empanelment.
4. BL reserves the right to accept or reject any application without assigning any reason whatsoever.
5. BL may issue clarifications/amendments in the form of addendum / corrigendum during this empanelment exercise. Participating Firms shall take such addendum and corrigendum into consideration while submitting their application. Participating Firms are requested to visit BL's website from time to time for any corrigendum/ addendum.
6. Any application received by BL after the scheduled closing date and time will not be accepted.
7. Matter relating to any dispute or difference arising out of this EOI, and subsequent contract based on the bid shall be subject to exclusive jurisdiction of courts at Kolkata only.
8. The offer must be submitted in English language. All documents, correspondence or any other written material in connection with this work shall be in English language.
9. BL will examine the applications to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the application made are generally in order.
10. Any changes in constitution of the firm which results in non-fulfilment of the



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

empanelment at any time after empanelment shall be informed to BL, failing which suitable actions may be taken by BL.

11. Empanelled firms shall not subcontract any of the work awarded by BL or part thereof to any other firms/Individual without express permission of Balmer Lawrie in writing. Non- violation may result into blacklisting of such empanelled firm.
12. Participant should comply with any other condition mentioned elsewhere in the EoI document, Annexures and Appendices.
13. General Terms & Conditions mentioned herein are for the purpose of empanelment exercise. Terms and conditions for participation in future RFQ (Request for quotation) by empanelled firm shall be issued at the time of issue of RFQ/Tender document.



## Annexure-2

### Minimum Eligibility Criteria (Mandatory Criteria)

Sl. No.	Minimum Eligibility Criteria	Supporting documents required to be submitted
1	Participating entity should be a CA firm/CMA Firm/Management Consultancy firm.	Firm registration certificate/certificate of incorporation
2	Participating entity should be GST registered.	GST registration certificate
3	Participating entity should not be blacklisted.	Self-Declaration in the specified format ( <i>Appendix 1</i> )
4	Integrity pact declaration	Signed in given format in plain paper, not in letter head ( <i>Appendix 2</i> )
5	Participating entity should have offices in Delhi/NCR, Mumbai, Chennai, and Kolkata. Physical co-ordination between Firm's core team and internal audit team of BL shall be happening at Kolkata only. The office (owned/leased/rented) should be in name of the participating firm.	Copy of GST registration/Trade license in the name of participating entity with respective city's addresses/ such address proof (e.g. rental /lease agreement or property tax receipt etc)
6	Participating firm should be at least 5 years old.	Firm registration certificate/certificate of incorporation
7 (i)	Participating firm should have at least 20 Number of CAs/CMAs (either as full time partner or as full time employee) qualified professionals in the firm.	Participating entity should provide list of professionals with CA/CMA qualification working in participating firm along with their membership number in the specified format ( <i>Appendix 3</i> )
7(ii)	Participating firm should have at least 15 Number of CAs/CMAs qualified professionals as full time Partners of the firm.	
7(iii)	Participating firm should have minimum 10 Number of professionals (CA/CMAs) having 10 or more years of post-qualification experience in the area of internal audit or statutory audit.	
8	Participating firm should have executed in PSU/Listed Company at least one single Internal Audit assignment /job for not less than Rs 160 Lakhs fee or two assignments/jobs of not less than Rs 100 Lakhs fee for each assignment/job or three assignment/jobs for Rs 80 Lakhs for each assignment/job in the last three financial years (2024-25, 2023-24 and 2022-23) (excluding internal audit assignment of bank /Financial institution)	Copy of work order and work completion certificate. In absence of work completion certificate copy of work order and CA certificate in the specified format ( <i>Appendix 4</i> ) should be provided. Work order, Experience certificates, Work completion certificates should be in the name of participating firm and period of audit should be clearly evident.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

Sl. No.	Minimum Eligibility Criteria	Supporting documents required to be submitted
9	Participating firm should have experience of having handled Minimum 3 number of internal audit assignments of PSU/Listed Company having turnover of Rs 2000 Cr or more during last 3 financial years (2024-25, 2023-24 and 2022-23) (excluding internal audit assignment of bank /Financial institution)	Copy of work order and work completion certificate. In absence of work completion certificate copy of work order and CA certificate in the specified format ( <i>Appendix 5</i> ) should be provided.  Work order, Experience certificates, Work completion certificates should be in the name of participating firm and period of audit should be clearly evident.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

## Annexure-3

### APPLICATION FORM

To,  
The Chief Manager (Internal Audit)  
Balmer Lawrie & Co. Ltd.  
3rd Floor, Internal Audit Department,  
21 Netaji Subhas Road, Kolkata-700001,

Sub: Participation in Expression of Interest for Empanelment of Internal Auditor in BL for 2026-27 and onwards

#### **SECTION A: DETAILS OF THE FIRM**

Sr. #.	Particulars	Details to be provided	Supporting Documents required to be submitted along with this Form
1.	a. Name of the Firm: b. Registration No.: c. Registration Date:		Firm Registration Certificate under ICAI / ICMAI/Certificate of incorporation
2.	Address of the Firm.		Firm Registration Certificate under ICAI / ICMAI/ Certificate of incorporation
3.	Address & Contact Details of the Head Office.	Phone No: Email: Mobile of Office In-charge alongwith his name:	
4.	Address & Contact Details of the Branch Offices in Delhi/NCR, Mumbai, , Chennai, & Kolkata. (Particulars of each branch to be given) Additionally, for offices in Hyderabad and Bengaluru, if available should be provided.	Phone No: Email: Mobile of Office In-charge alongwith his name:	Appropriate documents to show the firm is having branch office at the given place.
5.	Firm PAN		Copy of PAN card
6.	Firm GST Registration No.		Copy of Registration Certificate.
7.	No. of completed Years of Firm Existence		Firm registration certificate/certificate of incorporation
8.	Details of CA/CMA qualified professionals	As per appendix 3 & Annexure 2	Appendix 3
9.	Internal Audit Work Experience -A	As per Appendix 4 & Annexure 2	Appendix 4



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

Sr. #.	Particulars	Details to be provided	Supporting Documents required to be submitted along with this Form
10.	Internal Audit Work Experience- B	As per Appendix 5 & Annexure 2	Appendix 5
11.	DISA/CISA/DISSA/CIA qualification details	As per Appendix 6 & Annexure 4	Appendix 6
12.	CA Certificate for Industry specific work completion	As per Appendix 7 & Annexure 4	Appendix 7
13.	CA Certificate for work completion of RMC and IFC consultancy assignment	As per Appendix 8 & Annexure 4	Appendix 8
14.	Average Annual Turnover for last 3 Yrs (Rs/Crs)	As per Appendix 9	Appendix 9
15.	Hard copy of Power Point Presentation (one slide per page)	Coverage as per Annexure 4, point 8	Attach hard copy of PPT (around 20 slides)

#### B. Declaration:

I/We \_\_\_\_\_ on behalf of \_\_\_\_\_ (Name of Firm) having Registered Office at \_\_\_\_\_ (Address) bearing Registration No. \_\_\_\_\_ (Firm Reg. No.) do hereby solemnly state on oath that all the details mentioned herein above are true and correct.

I / We have read & understood the terms and conditions of Expression of Interest for empanelment of Internal Auditor in Balmer Lawrie & Co. Ltd. (BL) as put up on the website of BL alongwith Annexures 1 to 4, Appendices 1 to 9 and furnish the aforementioned details in the prescribed Application Form along with filled in annexures and appendices duly signed by authorised signatory.

Further, I/We undertake to inform BL in case of any change which affects eligibility of our empanelment with BL & its SBUs.

Signature along with Seal of participating Firm

\_\_\_\_\_  
(Duly authorized to sign the participation to EoI on behalf of the participating Firm)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Membership No. \_\_\_\_\_

Date:

Place:

Encl.: As above



## Annexure-4

### Evaluation Methodology and Criteria

SL No	Evaluation Criteria	Maximum Score	Evaluation Formula		Supporting Documents
1	Registration age of participating firms	10	Minimum Registration age	Score	Firm registration certificate/certificate of incorporation
			< 5 years	0	
			5 Years	6	
			10 Years	7	
			15 Years	8	
			20 Years	9	
25 Years	10				
2 (a)	Number of CAs/CMAs qualified professionals (either as full time partner or as full time employee) in the firm.	10	Minimum number of CAs/CMAs qualified professionals (either as full time partner or as full time employee) in the firm.	Score	Appendix 3
			< 20	0	
			20	6	
			40	7	
			60	8	
80	10				
2 (b)	Number of CAs/CMAs qualified professionals as full time Partners of the firm.	5	Minimum number of CAs/CMAs qualified professionals as full time Partners of the firm.	Score	Appendix 3
			< 15	0	
			15	2	
			30	3	
			50	4	
60	5				
2 (c)	Number of professionals (CA/CMAs) having 10 or more years of post-qualification experience in internal audit or/and statutory audit.	5	Minimum Number of professionals (CA/CMAs) having 10 or more years of post-qualification experience in internal audit or statutory audit.	Score	Appendix 3
			< 10	0	
			10	2	
			20	3	
			30	4	
40	5				



SL No	Evaluation Criteria	Maximum Score	Evaluation Formula		Supporting Documents
2 (d)	Number of Professionals/team member (full time) having DISA/DISSA/CISA/CIA/ qualifications as on date of publication of EoI CISA (Certified Information Systems Auditor) DISA (Diploma in Information Systems Audit) CIA (Certified Internal Auditor) CISA (Certified Information Systems Auditor)	5	Minimum Number of professionals having DISA/CISA/DISSA/CIA certificates	Score	appendix 6
			<2	0	
			2	1	
			6	3	
			10	4	
20	5				
3	Experience of having handled Internal Audit assignments of PSU/Listed Company (except bank/Financial institution) having turnover of Rs 2000 Cr or more during last 3 financial years (22-23, 23-24 & 24-25)	15	Minimum number of such internal audit assignments handled	Score	Appendix 5
			<3	0	
			3	5	
			8	10	
			12	15	
4	Experience of Internal Audit/Statutory audit assignment in last 5 financial years ending 31.03.2025 in PSU/Limited Companies in Manufacturing industry, Supply chain Management (Freight forwarding, Container Freight stations, 3rd party logistics PL, Temperature Controlled warehouse) Industry, Tours and Travel industry.	10	Industry specific experience of Internal Audit/Statutory audit assignment in PSU/Limited Companies	Score	Copy of work order & work completion certificate. In absence of work completion certificate copy of work order and CA certificate in the specified format (Appendix 7).
			Experience of Internal Audit/Statutory audit assignment in PSU/Limited Companies in Manufacturing industry having turnover of Rs 1000 Cr or more (2 marks x 2 assignment = 4 marks)	4	
			Experience of Internal Audit/Statutory audit assignment in PSU/Limited Companies in Supply chain Management (Freight forwarding, Container Freight stations, 3rd party logistics, Temperature Controlled warehouse) Industry having turnover of Rs 500 Cr or more (2 marks x 2 assignment = 4 marks)	4	
			Experience of Internal Audit/Statutory audit assignment in PSU/Limited Companies in Tours and Travel industry having turnover of Rs 50 Cr or more (1 marks x 2 assignment = 2 marks)	2	



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

SL No	Evaluation Criteria	Maximum Score	Evaluation Formula		Supporting Documents
5	Experience of Risk Management consultancy and IFC (Internal Financial control) consultancy assignment - handled for PSUs/Listed Companies having turnover of 1000 Cr. (5 marks for ERM consultancy assignments and 5 marks for IFC consultancy assignment in last 5 financial years ending 31.03.2025.	10	<b>Risk Management consultancy and IFC (Internal Financial control) consultancy assignment</b>	<b>Score</b>	Copy of work order & work completion certificate. In absence of work completion certificate copy of work order and CA certificate in the specified format (Appendix 8).
			Experience of Risk Management consultancy assignment	5	
			Experience of IFC consultancy assignment	5	
6	3 year's Average Turnover of the participating firm (2024-25, 2023-24, 2022-23)	10	<b>Turnover</b>	<b>Score</b>	CA certified copy of Profit & Loss Account or CA certificate as per Appendix 9
			Rs 3 Cr or more	5	
			Rs 10 Cr or more	6	
			Rs 20 Cr or more	7	
			Rs 40 Cr or more	8	
			Rs 80 Cr or more	9	
Rs 100 Cr or more	10				
7	Submission of Presentation in power point (hard copy) covering the following. [soft copy to be provided, if required by BL. BL may ask participants (few or all) for showing the presentation to the committee over VC/physically, if needed by BL]	20	<b>Coverage</b>	<b>Score</b>	Hard copy of PPT file
			Profile of the firm- Turnover from India from audit work (statutory & internal audit) in last 3 financial year (24-25, 23-24 & 22-23), Internal audit and statutory audit experience in last 3 financial years (24-25, 23-24 & 22-23), achievement, value addition of past, office location, manpower etc	4	
			Infrastructure (including offices, number and experience of manpower, especially CA/CMA) in Delhi, Mumbai, Bengaluru, Chennai, Hyderabad and Kolkata	4	
			Team structure with levels for any conventional Internal audit which is used in internal audit by the firm	4	
			Internal audit /Sample Internal Audit report	4	
			Usage of technology, data analytics tool, AI in internal audit	4	
<b>Total Maximum Score</b>		<b>100</b>			

**Note: Evaluation shall be performed for only those participating firms who fulfill all the Minimum Eligibility Criteria (Mandatory Criteria) as mentioned in Annexure 2.**



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

## APPENDIX-1

### **UNDERTAKING OF NON-BLACKLISTING**

#### **[UNDERTAKING BY THE BIDDER ON LETTER HEAD]**

- A. We have read and understood the Expression of Interest **BL/IA/EOI/25-26** issued by Balmer Lawrie & Co. Ltd.
- B. We further undertake and certify that.
- (i) Neither we ourselves nor our allied agency/(ies) are on Banning List of Balmer Lawrie or the Ministry of Petroleum and Natural Gas, and
  - (ii) We are not banned/blacklisted by any Government department / Public Sector Enterprise.

**Signature, date and name of the authorized representative along with seal of the participant to EoI**



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

## APPENDIX-2

### Integrity Pact

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

And

\_\_\_\_\_, hereafter referred to as “The Bidder/Contractor”

### Preamble

The principal intends to award, under laid down organizational procedures, contract/s for **Internal Audit as per Sec 138 of Companies act.**, The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or contractor(s).

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

### **Section 1 – Commitments of the Principal**

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder (s) could obtain an advance in relation to the tender process or the contract execution.
  - c. The principal will exclude form the process all known prejudiced persons.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

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

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

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

### **Reasons for Cartelization and its remedies:**

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

However, a pre-bid conference may be advantageous in case of turnkey contract(s) and sophisticated and costly equipment, large works and complex consultancy assignments, and must be done, wherever necessary.



(3) Tendering similar quantities with similar conditions, year on year, provides a stable conspiring environment for the bidders to come to an agreement for quoting prices and quantities. Therefore, the following action can be considered to vary quantity and conditions to make it difficult for cartels:

i) Change the mode of procurement-Open/Public Tender Enquiry (OTE) instead of LTE, or GTE instead of OTE; or bypass the pre-qualification stage and vice versa.

ii) Change the quantity to be procured by packaging/slicing the tendered quantity or by clubbing more than one similar item in a tender (or vice versa).

iii) Change the pre-qualification criteria, especially in the case of slicing/packaging, to broaden the target bidders.

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

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC or BNS/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "**Guidelines on Indian Agents of Foreign Suppliers,**" as annexed and marked as **Enclosure 1.**
- 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.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

### Section 3: Disqualification form tender process and exclusion form future contracts

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

### Section 4: Compensation for Damages

- a. If the Principal has disqualified the Bidder(s) form the tender process prior to the award according to **Section 3**, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b. If the Principal has terminated the contract according to **Section 3**, or if the Principal is entitled to terminate the contract according to **Section 3**, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5: Previous Transgression

- a) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion form the tender process.
- b) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “**Balmer Lawrie Policy on Blacklisting**”.

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

- a) The Bidder(s)/Contractor(s) undertake(s) to demand form all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b) The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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

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

## Section 8: Independent External Monitor/Monitors

- a) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- b) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the **Chairman & Managing Director, BL**.
- c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- d) The Monitor has to also sign declarations on '**Non-Disclosure of Confidential Information**,' and '**Absence of Conflict of Interest**.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse himself from that case.
- e) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- f) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

- g) The Monitor will submit a written report to the **C&MD, BL**, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- h) Monitor shall be entitled to compensation on the same terms as being extended to/provided to **Independent Directors** on the **BL** Board.
- i) If the Monitor has reported to the **C&MD, BL**, a substantiated suspicion of an offence under the relevant IPC or BNS/PC Act, and the **C&MD, BL** has not, within the reasonable time taken visible action to proceed against such offence or reported it to the **Chief Vigilance Officer**, the Monitor may also transmit this information directly to the **Central Vigilance Commissioner**.
- j) The word 'Monitor' would include both singular and plural.

*The details of the Independent External Monitors (IEMs) are as follows:*

**IEM 1: Shri Arvind Gupta**

Email ID:- [arvindgupta1961@gmail.com](mailto:arvindgupta1961@gmail.com)

**IEM 2: Shri Sunil Gupta**

Email ID:- [sunilgupta0603@gmail.com](mailto:sunilgupta0603@gmail.com).

## **Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the contractor 10 months after the last payment under the contract and for all other bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

**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 the **C&MD, BL**.

## **Section 10 – Disputes**

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



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

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

#### Section 11 - Other provisions

- a) This agreement is subject to Indian law. Place of performance and jurisdiction is the **registered office** of the principal i.e. **Kolkata**.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- e) Issues like Warranty/Guarantee, etc., shall be outside the purview of IEMs.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

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

Witness 2:

(Name & Address)

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



**Enclosure-1**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL shall apply for registration in the prescribed Registration Form. 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.

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

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

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

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

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

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

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

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

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

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

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

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



**Balmer Lawrie Policy on Black Listing**

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

**B.2Irregularities 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.2Irregularities 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 bannedfrom 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 paraB2.2 below from the date of issue of banning order

**B.2.2Period 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.2.3Exceptional Cases:**

B.2.3.1However 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/ misappropriation 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. 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 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.

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



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

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

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

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with 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 than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

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

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

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

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

(vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of 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.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

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 04 months 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 (s), will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

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

(xiii) In case of contract (s) 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 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



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

---

**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.

F.3 Appeal process may be completed within 45 days 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.



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

## APPENDIX-3

### INFORMATION OF PROFESSIONAL TEAM

**Details of Full Time CA or CMA Partners/Director/Employee of the Firm (as on 01.12.2025)**

Sr. No.	Name of Person	Members hip No.	Year and date of qualifying CA/CMA	Date of Joining the Firm (full time)	Area of Key Expertise	Type of association with the firm (Partner/Director/ Employee)	Number of years of post-qualification experience in Auditing#
1.							
2.							
3.							

# till the date of publication of EOI

**Signature, date and name of the authorized representative along with seal of the participating firm to EoI**



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

**APPENDIX-4**

**Internal Audit Work Experience-A**

**CA Certificate**

[to be provided by CA in his letter head with UDIN]

This is to certify that [name of participating firm] has executed the work order as tabulated below.

Work Order Number	Work Order date	Name of the customer	Scope of work	Work completion year (financial year)	Internal Audit fee



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

## APPENDIX-5

### Internal Audit Work Experience- B

#### CA Certificate

[to be provided by CA in his letter head with UDIN]

This is to certify that [participating entity] has executed following internal audit assignments of PSU/Listed Company (except bank/Financial institution) having turnover of Rs 2000 Cr or more during last 3 financial years (24-25,23-24 & 22-23).

Sr. No.	Financial Year	Name of Company	Details of Audit			Turnover of Company (Rs. in Crores)	Supporting document being provided.
			Sector (Industry)	Audit scope name/summary	HO of the Company		
1.	2022-23						
2.	2022-23						
3.	2023-24						
4.	2023-24						
5.	2024-25						
6.	2024-25						
7.	..						
..	..						



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

## APPENDIX-6

### DISA/CISA/DISSA/CIA qualification details

**Details of Team (full time) who are having DISA/DISSA/CISA/CIA/ qualification/certification as on date of publication of EOI**

Sr. No.	Name of Person	CA/CMA Membership No. (if applicable)	Date of Joining the Firm (full time)	Area of Key Expertise	Type of association with the firm (Partner/Director/ Employee)	CISA/DISA/DISSA/CIA/ [please indicate applicable qualification/certification against person.]
1.						
2.						
3.						

**Signature, date and name of the authorized representative along with seal of the participating firm to EoI**



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

APPENDIX-7

## CA Certificate for Industry specific work completion

### CA Certificate

[to be provided by CA in his letter head with UDIN ]

This is to certify that [participating entity] has executed following internal audit/statutory audit assignments of PSU/Limited Company during last 5 financial years (24-25, 23-24, 22-23, 21-22, 20-21)

(except bank/Financial institution).

Sr. No.	Financial Year	Name of Company	Details of Audit			Turnover of Company (Rs. in Crores)
			Sector (Industry)	Audit scope name/summary	HO of the Company	
1.	2020-21					
2.	2021-22					
3.	2023-24					
4.	2023-24					
5.	2024-25					
6.	2024-25					
7.	..					
..	..					



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

## APPENDIX-8

### **CA Certificate for work completion of RMC and IFC consultancy assignment**

[to be provided by CA in his letter head with UDIN]

**This is to certify that [participating entity] has executed (completed) following internal work order of PSU/ listed Company during last 5 financial years (24-25, 23-24, 22-23, 21-22, 20-21) (except bank/Financial institution).**

Sr. No.	Financial Year	Name of Company	Sector (Industry)	Details of Audit		Turnover of Company (Rs. in Crores)
				Risk Management consultancy assignment/Internal Financial Control consultancy	HO of the Company	
1.	2020-21					
2.	2021-22					
3.	2023-24					
4.	2023-24					
5.	2024-25					
6.	2024-25					
7.	..					
..	..					



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक उद्यम)

**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

21, Netaji Subhas Road, Kolkata-700001

APPENDIX-9

## CA Certificate for Average Annual Turnover

### CA Certificate

[to be provided by CA in his letter head with UDIN]

This is to certify that [participating entity] has Turnover as per below table during last 3 financial years (24-25, 23-24, 22-23)

SL No	Financial Year	Turnover (Rs/Cr) [ up to 2 decimal value]
1	2024-25	
2	2023-24	
3	2022-23	
4 = average of 1,2&3	Average Annual Turnover	