



**Notice inviting E-Tender**

**Public Tender for Transportation of Normal Goods &  
Dangerous Goods Containers to Monusco (Drc),  
Unmiss (South Sudan) and Unifil (Lebanon) as door to  
door services**

Conducted at Balmer Lawrie e-Procurement Portal:  
<https://balmerlawrie.eproc.in>

**Tender No. BL/LS/DEL/CON/JUN01/2021 dt. 18.06.2021**

**Due on 22.06.2021 at 1600 hours**

**Content**

- General Terms & Conditions
- Technical Eligibility Criteria
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- Price Bid
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**General Terms & Conditions:**

**1. Tender details**

Online bids (dual bid) are invited from experienced vendors who fulfil the eligibility criteria mentioned in technical qualification for undertaking the subject contract for Transportation of Normal Goods & Dangerous Goods Containers to Monusco (Drc), Unmiss (South Sudan) and Unifil (Lebanon) as door to door services.

The scanned copies of all the required documents in support of their credentials in respect of technical as well as price bids to be uploaded through the appropriate link.

*Participants may join on Pre bid meeting to be held on 21.06.2021 through VC.*

*Please confirm participation on email [lata.p@balmerlawrie.com](mailto:lata.p@balmerlawrie.com) & [shukla.vijay@balmerlawrie.com](mailto:shukla.vijay@balmerlawrie.com)*

**2. Details of the Consignment**

The number and types of containers required to be transported in United Nations Missions of DR Congo, South Sudan & Lebanon are as per details given in Annexure 'C'.

**3. Schedule of Requirements.**

The requirements while rendering the services are as given below:-

The consignment must be picked up from National capital Region/ New Delhi and should be delivered at various destinations as mentioned in Annexure 'C'.

Stores should be shifted preferably by Indian Flag vessel or by the vessels belonging to conference line in which India is a member country. In case Indian vessels do not ply the seller may arrange for shipment of cargo by alternative carrier with prior written permission of the buyer.

The container should be placed at the unit location in NCR post placement of supply order & within 10 days of handing over all documents to vendor/ seller. The container must be 20 feet standard shipping containers.



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Cost of damages to the stores or any losses occurring during the period of transit will be borne by the seller. Stores Materials can be reinsured by the seller if he deems it necessary to cover the cost of damages to the stores or any losses occurring during the period of transit which will be borne by the seller. Insurance cost will be inclusive in the Total Rate by the seller.

The containers will move through the shortest, safest and permissible route.

The container will be picked up in lots/ phase on discretion of the buyer. Number of containers to be picked up and the destinations for the said items in each phases/lot will be intimated to the vendor by the buyer prior to commencement of shipment. The lots of consignment will be picked up during the validity of the contract as desired by the buyer.

The vendor should be ready to pick-up the containers within 10 days of handing over of all the documents. However, the containers will have to be picked up in lots/phases on discretion of the buyer.

All the necessary clearances at various ports, from shipping lines, entry/exit at different countries will be obtained by SELLER. It will be the responsibility of the SELLER to ensure all agencies involved in the transit are informed about the passage of consignment well in time. At no point in time should the buyer be expected to provide any assistance in port/border clearances. Also, the SELLER will arrange for his clearing/liason representative at various ports, shipping lines and various entry/exit points. The SELLER will provide the contact details (Email, Landline & Mobile) of these representatives to the BUYER.

Cost of all types of miscellaneous charges, include statutory charges, Wharfage charge at Port or elsewhere, storage/ detention/ parking charges at various Ports/Warehouses/Container Freight stations in India or Africa/Middle East, Containers handling charges including labour costs or any other allied transit charges or miscellaneous costs involved during the process of transportation of the containers will be borne by the Seller.

The responsibility in case of any injury to any persons handling the said cargo will be that of vendor.

The vendor has to follow all the HSE norms during execution.

The L1 bidder will be decided on the basis of basic cost excluding taxes.



**4. Commencement Period.**

Commencement period for rendering of service would be with effect from 10 days from the date of award of contract.

**5. Period of Contract.**

The contract will be in force till such time as the entire consignment is delivered or till a maximum period of one year subject to satisfactory performance of the services by SELLER. Please note that contract can be cancelled unilaterally by the BUYER in case services are not rendered satisfactorily within the contracted period. Extension of contracted period will be at the sole discretion of the BUYER.

**6. Delivery Period.**

Delivery period for shipment of containers will be 165 days for South Sudan & 110 days for DR Congo & Lebanon from the date of pickup of the container from NCR to the destination location. Please note that the contract can be cancelled unilaterally by the BUYER in case consignment is not dispatched to the consignee within 10 days from the date of submission of documents and supply order by the BUYER to the SELLER. Extension of contracted delivery period will be at the sole discretion of the BUYER with or without imposition of LD clause. In case of loss or non-delivery of stores/ containers due to factors other than FORCE MAJEURE as enumerated, damages equivalent to the value of goods being transported will be deducted from the payment made to the SELLER.

**7. Consignee Details.** The CO/OC of the unit for which the supply order is placed on the SELLER will be the consignee for the consignment. List of consignee can be obtained by the successful bidder on signing of the contract.

**8.** SELLER agrees to provide a local address with contact numbers i.e., email, landline and mobile numbers where the SELLERS' authorised representative will always be available to receive communication or any correspondence or to deal with any contingencies to enable contract operating officer or his representative to liaise. The same will be subject to scrutiny/inspection by the Buyer if so desired. In case of any change in these details he shall apprise the military authorities or the contract operating officer well in advance.



- 9.** The SELLER agrees to take all reasonable steps necessary to ensure that all persons employed by the SELLER in any work in connection with the contract, have full knowledge of the Official Secrets Act and rules there under, and render the SELLER liable to such punishment as is/are prescribed there under.

**Technical Qualification Criteria**

S No	Eligibility Criteria	Details to be submitted
1	Vendor Undertaking cum Bid Security declaration	Format as per Annexure A
2	PAN & GST	Copy of PAN and GST to be uploaded
3	Registration Certificate	Certificate of registration issued by any organization/ ministry of Government of India or a business registration certificate under the companies Act, 1956 and 2013 thereof.
4	Work Experience	<p>a. Proof of Handling of International Sea Cargo cumulative tonnage of 3000 Tons/ 150 teus (Including Containerized Cargo) within last 5 FY ending 2020-21</p> <p>The document submitted must clearly highlight the tonnage, year of shipping and organization for which the services have been carried out. Work Order by company /organization for whom the services were performed along with copy of contract/ supply order must be submitted.</p> <p>b. Proof of having executed at least one similar work with a Contract Value of Rs 2 Cr Door to Door Basis either in any of the three Destination Country or in any African or Middle East Countries for the last 5 year ending 2020-21.</p> <p>The document submitted must clearly highlight cost of work, year of execution &amp; organization for which the services have been carried out. Certificate by company</p>



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		BL/LS/DEL/CON/JUN01/2021  /organization for whom the services were performed along with copy of contract/ supply order must be submitted.
5	Average Annual Turnover	Average annual turnover of ₹2.2 Crores for last three financial years ie; 2018-19, 2019-20 & 2020-21.  Scanned copy of financial statement certified by Chartered Accountant for the financial years 2018-19, 2019-20 & 2020-21. to be uploaded ONLINE
6	Solvency Certificate	The applicant should furnish solvency certificate issued by the applicant's banker, specifically for the purpose of the above work for Rs 25 lakh or more and not older than six months from the date of opening of the technical bid.  A sample format is attached for reference purpose as <i>Annexure D</i>

### **Special terms & conditions**

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.



3. **Non - Disclosure of Contract Documents.** Except with the written consent of the BUYER/SELLER, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. The qualified party has to sign a non-disclosure agreement at the time of awarding the contract.
  
4. **Liquidated Damages.** In the event of the SELLER'S failure to submit the Bonds/Guarantees/Documents, transport the stores/ containers as specified in this contract, the BUYER may, at his discretion, with hold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 1 % of the contract price of the delayed/undelivered stores/containers mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of the contract price of the container. To ascertain the delivery the date of counting delivery period shall commence from the date container is handed over to the vendor.
  
5. **Termination of Contract.** The BUYER shall have the right to terminate this Contract in part or in full in any of the following cases:-
  - (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (One Month) after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to causes of Force Majeure by more than Two months provided Force Majeure clause is invoked in contract.
  
6. **Taxes and Duties.** GST as applicable will be levied at the time of billing
  - (a) **General.**
    - (i) Bidders must indicate separately the relevant Indian Taxes / Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids (with taxes head) will be deemed to be inclusive of all taxes. However, the L1 bidder shall be decided on the basic rate.



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- (ii) If a Bidder is exempted from payment of any Duty / Tax upto any value of supplies from them, he should clearly state that no such Duty / Tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of any Duty / Tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the BUYER later to enable the SELLER to obtain exemptions from taxation authorities.
- (iii) Levies, taxes and duties levied by Indian Central / State / Local Governments on final product will be paid by the BUYER on actual, expenditure on production of relevant documentary evidence. Taxes and duties on input items will not be paid by BUYER and they may not be
- (iv) indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
- (b) **Custom Duty.** No custom duty will be paid in India or at the destination.
7. **Option Clause.** The contract will have an option clause, wherein the BUYER can exercise an option to procure as additional 50% of the original contracted quantity / services in accordance with the same terms and conditions of the present contract. This will be applicable within the period of delivery of veh/eqpt of the contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the BUYER to exercise this or not.
8. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the BUYER can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the BUYER to place the Repeat order or not. **Invoking the repeat order clause shall entail an ab-initio extension of the period of contract by six months or the period upto which the vehicles/equipment/container whichever is earlier are transported from the date this clause is invoked.**





9. Repeat order and/ or option clause can be exercised more than once, provided all together these orders do not exceed 50% of the original order quantity.
10. **Payment Terms for SELLERS.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as on production of Inspection note and Proof of dispatch along with other supporting documents if applicable.

Payment will be done within 45 Days after receiving the Bill along with clean Proof of Delivery

Payment will be made for only those containers which have actually been utilized & not for the entire contracted numbers.

11. **Advance Payments.** No advance payment(s) will be made.
12. **Paying Authority.** The Payment will be made for only the part of contract or container transported which has been successfully executed. The containers mentioned in Annexure C are maximum number to be transported actual number of containers transported may be less. Payment will only be made for those containers which are transported. Following documents will accompany the bill:-
- a. Ink-signed copy of Commercial invoice / SELLER'S bill.
  - b. Car Diary.
  - c. Proof of Loading in the vessel
  - d. Proof of Delivery at Destination
  - e. Details for electronic payment viz, account holder's name, bank name, branch name and address, account type, account number, IFSC code, MICR code (if these details are not incorporated in the supply order/ contract).



13. **Transportation.**

(a) The container must be picked up from the unit locations in NCR and delivered to unit premises at various destinations as mentioned in **Annexure 'C'**.

14. **Quality.** The quality of the services rendered according to the present contract shall correspond to the technical conditions and standards valid for the rendering of the same services for in consignor and consignee's country or specifications enumerated as per the RFP and shall also include therein modification to the services suggested by the BUYER. Such modifications will be mutually agreed to.

15. No extra charges or hidden charges will be levied by the seller on the buyer except the taxes and duties levied by Indian central / state / local government of India. The cost of handling including ocean freight, inland haulage charges, terminal handling charges, crane charges, at origin and destination, transit port clearance, detentions and demurrage charges and any other charges, duty/tax and any other cost that may incur during transshipment, will be borne by the SELLER. **These charges shall also include any charges which the seller pays to any agency due to delay or damages enroute.**

16. Containers must be delivered with seals intact at the destination. Any loss/damage to the goods/stores will be charged to SELLER on actual value as per packing list and commercial invoice of subject container. The seller can re-insure the stores Cargo/materials if he deems it necessary to cover the cost of such damages. Such cost can be reimbursed to BL on damage or can be settled by their Insurance Company. If there any such events The Buyer has the right to hold the payment until the claim is fully settled

17. All containers should be in sound condition and as per specification & Sea worthiness with valid CSC plates. Containers not in good condition will be rejected and another containers will be placed within initial period of ten days. The Contract Operating Officer reserves the right to accept/reject any containers.



18. **Packaging & Security of Stores.**

- (a) **Normal Goods.** Packaging of goods & stuffing will be carried out by the consignor at the loading site.
- (b) **Dangerous Goods.** Packaging of dangerous stores as per laid down standards given by shipping line/ port authorities/ International authorities will be carried out by SELLER. SELLER will also be responsible for obtaining requisite certificate(s) from concerned authorities including IIP Certificates need to be obtained for transportation of dangerous goods. Cost of packing of DG Goods & certificates will be borne by the seller. No additional charges will be paid to the seller for packing.
19. In case of any accident, while in transit the SELLER or his representative will inform the nearest police station. A copy of the FIR will be provided to the Contract Operating Officer and the consignor/consignee within 48 hours.
20. All persons/vehicles employed by the SELLER in handling of contract should have nothing outstanding against them from the police department. They will be subject to verification from the police as and when desired by the Contract Operating Officer.
21. The SELLER will be responsible for any untoward happening like accident/ loss of stores during duty and the SELLER will not claim anything from the Government and will settle everything at their own risk. The seller can re-insure the stores if he deems it necessary to cover the cost of such damages. The same can be reimbursed to BL or can be settled by their Insurance Company. If there any such events The Buyer has the right to hold the payment until the claim is fully settled.
22. The SELLER will not be permitted to carry any unauthorized person/luggage and stores in the vehicles once hired.
23. Container will neither be detained after loading nor will be diverted to any routes other than those authorized by the Contract Operating Officer and will proceed direct to their destinations.



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24. The SELLER agrees to pay Income Tax at source at prevailing rates as notified/revised from time to time by the Government of India, from bills at source as per CBDT circular number 681 dated 08 March 1998.
25. **Claims.** The following claims clause will form part of the contract placed on the successful Bidder :-
- (a) The claim may be presented either :-
- (i) On discrepancy in services regarding shipment of stores, where it does not correspond to the instructions given in this contract.
  - (ii) Quality of the services rendered, where it does not correspond to the quality of service mentioned in the contract including delay beyond time for delivery agreed upon.
- (b) The quality claims will be raised solely by the Contract Operating Officer and without any certification/countersignature by the Shipping Agent/Freight Forwarder's representative stationed in India.
- (c) The claim may be presented if stores are not delivered in the stipulated time frame.
- (d) The claim may also be settled by en-cashing the security deposit/Bank Guarantee furnished by the Shipping Agent/Freight Forwarder. Same will not be subject to litigation.



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## Annexure A

### Price Bid Format.

Sl. No.	Item Description	Schedule Quantity (in Nos)	BASIC RATE per container (in Rs)	Rate per container including tax/duties (not in scope L-1 determination) in Rs	Total Amount without taxes (for L-1 Determination) in Rs	TOTAL AMOUNT With Taxes (not for L-1 Determination) in Rs
1	2	3	4	5	6	7
1.01	<b>MONUSCO (CONGO)</b> New Delhi to Riwindi (Normal)	11			0.00	0.00
1.02	New Delhi to Riwindi (Dangerous)	3			0.00	0.00
1.03	New Delhi to Sake (Normal)	11			0.00	0.00
1.04	New Delhi to Sake (Dangerous)	3			0.00	0.00
1.05	New Delhi to Goma (Normal)	14			0.00	0.00
1.06	New Delhi to Goma (Dangerous)	4			0.00	0.00
1.07	Goma to New Delhi (Normal)	3			0.00	0.00
2.01	<b>UNMISS (South Sudan)</b> New Delhi to Juba (Normal)	36			0.00	0.00
2.02	New Delhi to Juba (Dangerous)	8			0.00	0.00
2.03	New Delhi to Bor (Normal)	11			0.00	0.00
3.01	New Delhi to Bor (Dangerous)	3			0.00	0.00
3.02	Juba to New Delhi (Normal)	1			0.00	0.00
3.03	Bor to New Delhi (Normal)	1			0.00	0.00
3.04	<b>UNIFIL (LEBANON)</b> New Delhi to Ebel-El-Saqi (Normal)	3			0.00	0.00
3.05	New Delhi to Ebel-El-Saqi (Dangerous)	1			0.00	0.00
<b>Total</b>					<b>0.00</b>	<b>0.00</b>



**Special Note**

- a. The bidder has to keep track of any changes by viewing addendum/corrigendum issued by the tender inviting authority on time-to-time basis in the eproc website. The company calling for tenders shall not be responsible for any claims/problems arising out of this.
- b. The queries/clarification and reply relating to the tender document and the terms & conditions will be submitted only at the e-mail ID [lata.p@balmerlawrie.com](mailto:lata.p@balmerlawrie.com) till the closing time of bids.
- c. Please don't share signed copy of entire NIT, we have asked for signed copy of undertaking only
- d. **This order can not be splitted.**
- e. Only those bidders who meet the Technical-qualification criteria will be qualified for opening of their Price Bid
- f. **Bidders are requested to not upload Price Bid along with technical documents. In such case, bidders will be directly disqualified for the tender.**
- g. **A qualified bidder has to sign Integrity Pact as per Annexure E.**



**Evaluation Criteria of Price Bid-**

**Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.
- (b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price bid in .xls format submitted online. The L1 will be decided for the entire contract and not for particular destinations. L-1 bidder will be determined on base rate by excluding GST, levies, taxes and duties levied by Indian Central/State/Local governments such as excise duty, GST, Service tax, Octroi / entry tax, etc on final product, as quoted by bidders.

**Additional Terms & Conditions**

**1. Security Deposit [SD]**

The SD amount payable by the successful bidder would be 3% of the contract value or as derived by the sanctioning authority (value to be mentioned at the time of contract finalization) by Demand Draft payable from any Nationalized / Scheduled Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at New Delhi. The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 15 months for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days from the date of receipt of intimation from the company.

**SD is liable to forfeiture in the event of-**

- a. Withdrawal of order during validity period of the contract, If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, SD will be forfeited.
- b. Any unilateral revision made by the successful bidder during the validity period of the contract.



**2. Negotiations**

Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations / clarifications required for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie. The negotiations can be held through video conference also as per situational requirement. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned officer of Balmer Lawrie within 3 days from the date of negotiation / the time stipulated whichever is earlier. If the tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

**3. Arbitration**

All questions, disputes and differences arising under or in relation to this Enquiry /Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company). If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the company by such C&MD in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the company and may be shareholder of the company. The arbitrator to whom the matter is originally referred, whether the C&MD or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the C&MD, shall designate any other person to act as arbitrator in accordance with the terms of the enquiry/agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also the term of this Enquiry/Agreement that no person other than the C&MD or the person designated by the C&MD as aforesaid shall act as arbitrator. Agreement and provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.





**4. Force Majeure Clause**

Neither the company nor the vendor shall, in any way be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

Declared Strike / Bandhs	- Revolution
Lockout	- Wars
Natural Calamities	- Acts of enemies of the site
Decrees of any Government or-Government Authority	- Riots

Any reason other than the above will not be considered as Force majeure condition

As soon as the cause of Force Majeure has been removed the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

**PROCEDURE FOR ONLINE BID SUBMISSION**

Interested parties are requested to visit our e-procurement portal <https://balmerlawrie.eproc.in> and submit their bids online.

Bidders are required to upload necessary documents mentioned above under the clause Eligibility Criteria of the tender document before due date and time of the Tender bid, and the receipt of the same within the stipulate time shall be the responsibility of bidder.

The department shall not take any responsibility for any responsibility for any delay or non-receipt.



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For registration and online bid submission bidders may contact HELP DESK of CI INDIA PVT LTD, Contact Details of CI India is as follows.

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
<b>Please email your issues before your call helpdesk. This will help us serving you better.</b>			
<b>Balmer Lawrie &amp; Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001</b>			
<b>Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a></b>			
<b>Dedicated Helpdesk for Balmer Lawrie</b>			
<b><u>Contact Person</u></b>	<b><u>E-Mail ID</u></b>	<b><u>Tel. No.</u></b>	<b><u>Helpdesk Nos are open from</u></b>
<b>1. Mr. TirthaDas (Kolkata)</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>	<b>MON - FRI</b>
<b>2. Mr. CH. Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-6374241783</b>	<b>MON - SAT</b>
<b>3. Ms. Ritu Patil (Mumbai)</b>	<a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>	<b>+91-124-4302000 (Ex-236)</b>	<b>MON - FRI</b>
<b>4. Helpdesk Support (Kolkata)</b>	<a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>	<b>+91-8017272644</b>	<b>SAT</b>
<b>Escalation Level 1</b>			
<b>Mr. Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>	
<b>Escalation Level 2</b>			
<b>Mr. Sandeep Bhandari</b>	<a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a>	<b>+91-8826814007</b>	

Registered venders who do not have digital certificate would need to procure CLASS IIB or CLASS III (SIGNING and ENCRYPTION) from their own source from any Certifying Authority.



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***Annexure B***

**Vendor Undertaking cum Bid Security declaration**

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

We also declare that if we withdraw or modify our bid during period of validity as laid down in the tender document, we will be suspended for the time specified in the tender document.

Place:

Date:

**(Signature of the tenderer with seal)**



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**Annexure C**

**TOTAL DETAILS OF 20 FT STANDARD SEA CONTAINERS**

Ser No	From	To	Type of Containers		Remarks
			NG	DG	
<b><u>MONUSCO DR Congo (Onward Containers)</u></b>					
(a)	New Delhi	Riwindi	11	03	
(b)	New Delhi	Sake	11	03	
(c)	New Delhi	Goma	08	02	
(d)	New Delhi	Goma	06	02	
<b><u>MONUSCO DR Congo (Return Containers)</u></b>					
(e)	Goma	New Delhi	03	-	
<b>Total</b>			<b>39</b>	<b>10</b>	
<b><u>UNMISS South Sudan (Onward Containers)</u></b>					
(f)	New Delhi	Juba	11	03	
(g)	New Delhi	Bor	11	03	
(h)	New Delhi	Juba	11	02	
(j)	New Delhi	Juba	06	01	
(k)	New Delhi	Juba	08	02	
<b><u>UNMISS South Sudan (Return Containers)</u></b>					
(l)	Juba	New Delhi	01	-	
(m)	Bor		01	-	
<b>Total</b>			<b>49</b>	<b>11</b>	
<b><u>UNIFIL Lebanon (Onward Containers)</u></b>					
(n)	New Delhi	Ebel-el-saqi	03	01	
<b>G/Total</b>			<b>91</b>	<b>22</b>	



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

BL/LS/DEL/CON/JUN01/2021

**Annexure D**

(On Banks Letter Head)

Date:

To

Balmer Lawrie & Co. Ltd

New Delhi 110020

Ref no.

**SOLVENCY CERTIFICATE.**

We the (Bank Name) do hereby certify that (Name of Company & address) having their Registered office at (Registered Office Address) is solvent to the extent of Rs. 25,00,000 (Rs Twenty Five Lacs Only) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (Name of Unit) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

For (Bank Name)

Sign & Stamp of Bank Manager



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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by



the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **(Copy of the "Guidelines on Indian Agents of Foreign Suppliers" will be shared while signing this pact)**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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





**Section 4: Compensation for Damages**

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

**Section 5: Previous Transgression**

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

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

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



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

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

**Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and



request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

#### **Section 9 - Pact Duration**

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

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

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



**Section 10 - Other provisions**

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

\_\_\_\_\_  
\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
\_\_\_\_\_  
(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

Witness 2 :  
(Name & Address)

(Name & Address)  
.....  
\_\_\_\_\_

\_\_\_\_\_