



**BALMER LAWRIE & CO. LTD.**  
CONTAINER FREIGHT STATION  
*[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-  
400707*  
*Phone No 2724 0466 /2724 2988, Fax No. 2724 2943*  
*E-mail: koli.ka@balmerlawrie.com]*  
CIN - L15492WB1924GOI004835

TENDER NO: BL/CFS/MUM/738

**TECHNICAL / COMMERCIAL BID**

**TECHNICAL / COMMERCIAL BID**

Tender Document for

*[Operation and Maintenance of 13 Trailers owned by our  
Company]*

[ DUE DATE & TIME: 03/07/2021at 16:00 Hrs ]

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### NOTICE INVITING E-TENDER

On line bids in two bid system are invited from reputed and resourceful Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for **Operation and Maintenance of 13 Trailers' owned by the Company at our Container Freight Station ,Dronagiri Navi Mumbai**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	<b>Operation and Maintenance of 13 Trailers owned by our Company.</b>
2	Tender No	<b>BL/CFS/MUM/738</b>
3	Validity Of Offer	<b>120 days from the date of opening of the Technical bid</b>
4	Contract Period	<b>One year</b>
5	Tender Fee	<b>NIL</b>
6	<b>Bid Security Declaration</b>	<b>Bid security declaration ( This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>19/06/2021 at 5.00 pm</b>
	b. Closes on	<b>03/07/2021 at 4.00 pm</b>
8	Opening of Tenders	<b>03/07/2021 at 5.00 pm</b>

### **GeM Declaration**

**Operation and Maintenance of 13 Trailers owned by our Company are not available in GeM.**

**GAR NO : GEM/GARPTS/17062021/CMDOIWVBUNW4**

**Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM .**

## **1. LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- f. Certificate from bankers about financial soundness.

## **2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for proper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties should submit **Bid security declaration ( This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy signed by bidder. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on

the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

**1.Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link “Bidding Manual”.

**1.1 Registration with e-procurement platform**

For registration and online bid submission, bidders may contact HELP DESK of C1India Pvt., Ltd., the details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidders may contact the following resource persons for any assistance required in this regard.

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BI Help desk Details.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport[at]c1india[dot]com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

**1.2. Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain the same. They may contact help desk of C1 India Pvt. Ltd.

**02. Special Note**

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

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

**Note : Bidder has to download the price bid attached herewith in excel format, fill the relevant details and upload the same in PDF Format after putting stamp and sign**

### **03. Filling of Tender Documents**

3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.

3.2 The tender must be strictly in accordance with the terms and conditions as laid out in the tender.

3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

3.4 The sole proprietor or authorized representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered here in below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

#### **Detailed Scope of work:**

***1. The broad responsibility areas of the Contractor will inter alia be as under:***

**Operation and Maintenance of 13 Nos. Balmer Lawrie owned trailers**

### **Transportation activity**

- a. Movement of ISO laden containers from Port to CFS and vice-versa.
- b. Movement of ISO empty containers from CFS to Port and vice-versa.
- c. Movement of ISO empty containers from CFS to other locations and vice-versa.
- d. Movement of ISO empty containers from Port to other locations and vice-versa.
- e. The contractor shall be required to perform the work of coordination Port/ Customer Slot point/ scanning point etc for speedy loading, unloading and transportation activities for which no separate payment will be made;
- f. No container which has damaged seal or tampered seal or whose contents appeared to be damaged/pilfered, should be transported without following procedure prescribed by Customs/other concerned authorities **and BL Officials. Prior intimation to BL officials is required before movement of damaged seal or tampered seal container's. No damaged container should be moved without prior permission from BL officials.**
- g. Scanning of selective import containers as directed by Customs inside the Port. In the event of failure to scan the import containers, those containers arriving at the CFS would not be off-loaded in the CFS. The cost of taking back the container to the Port and get it scanned would be borne by the transporter. To move the import container within the time stipulated by the Customs from Port to Balmer Lawrie CFS and vice versa. **Obtaining clear & correct EIR or any such document will be responsible of bidder.**
- h. Ensure adherence to all safety norms.
- i. Weighment of incoming and outgoing container if required as per advise issued by Company from time to time.
- j. To make the vehicles available for fixing of identification Tag on all import containers.
- k. To deal effectively with all local issues / unions.
- l. To provide escort service and take full responsibility for loaded customs sealed container movement from port to BL CFS & vice versa
- m. To provide exclusive liaison officer and field staff to co-ordinate movement of containers from Port Balmer Lawrie CFS and vice versa.
- n. **To co-ordinate and make available trailers for internal shifting of containers in CFS without any extra cost.**
- o. **Export loaded / empty containers should be moved to port before port cut off. In case of any penalty levied on CFS by shipping line or customer due to shut out of containers will be recovered from bidder. Also empty container from Port to be moved within free days and any penalty on this account will be recovered by bidder.**

The above list is illustrative and not exhaustive and the contractor will arrange for necessary transportations works as and when required and as instructed by the company officials.

### **Maintenance of Trailers**

- a) All the trailers needs to be maintained properly for its proper working with regular oil service, grease packing, engine repair & miscellaneous works including trailer and cabin. Maintenance charges will be reimbursed per month as per the rate quoted ag. item no. 14 on proportionate basis subject to minimum volume of 975 Teu's of Loaded movement per month.
- b) Replacement of Tyre expenses would be reimbursed per month as per the rate quoted by the vendor on proportionate basis subject to minimum volume of 975 Teu's of Loaded movement per month as per item no. 15.

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- c) RTO expenses for carrying out FC for all the trailers would be reimbursed by our company on production of RTO Receipt.
- d) Fitness certificate expenses for a lump sum amount per vehicle would be reimbursed by our company as per the rate quoted by vendor As per item no.16. Scope of work includes complete painting of vehicle, tinkering and necessary repair work to make it suitable for obtaining fitness certificate from RTO.
- e) In case of accident during the period of contract, insurance claim would be lodged by BL and the full claim proceeds would be passed on to the vendor. The repair work shall be carried out by the vendor In case any extra amount is required for carrying out the repair over and above the claim settlement amount, the same shall be borne by the vendor.
- f) Our company would provide a format for submission of indemnity bond for applicable for any claim whatsoever for any violation of law
- g) Insurance Premium and any statutory charges is responsibility of BL except any penalty and fine.

**NOTE : Though , presently our 13 trailers are in running condition, successful bidder has to accept these trailers ON AS –IS- BASIS .**

**Interested bidder has to visit our office before submitting their bid.**

## **2.Minimum Guaranteed Movement**

The vendor has to ensure a minimum guaranteed movement of 975 TEU's of **Import/Export loaded containers** per month for 13 Trailers from Port to our CFS or vice versa . (as per item no. 1, 2,3 of Rate Schedule )

## **Deployment of Trailers**

It will be the contractor's responsibility to ensure proper maintenance of the trailers. All expenses on this account will be borne by the contractor. All the related running costs such as driver's wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

## **3.Deployment Of Manpower & Working Hours**

The Contractor should provide all safety equipment required by their workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the transport Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy and as required under any other statute

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the drivers engaged by the Contractor should have valid licence and they are the contractor's own workmen and not employees of the Company. The Contactor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.



It will be the duty of the Contractor to engage adequate number of efficient and effective Supervisors etc at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the drivers engaged by him are well behaved and should follow the instructions given by Balmer Lawrie officials and security staff while operating inside the CFS. They should park the vehicles inside the CFS in the designated area with a prior intimation to Balmer Lawrie officials. They also should not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be viewed seriously and may lead to cancellation of order. All persons engaged by the contractor should have necessary photo identity cards / issued by the contractor.

#### **4. Maintenance of Log books**

The vehicles should be strictly utilized for the use of movement meant for Balmer Lawrie only. The contractor shall maintain proper log books separately for each trailer detailing the utilization of vehicles and no. of trips operated during the day. The log book has to be certified by our authorized company official at regular intervals. Periodical inspection of all the vehicles would be carried out by Balmer Lawrie Officials once in three months. Any maintenance work suggested by Balmer Lawrie shall be completed within 15 days of inspection.

Similarly, when there is no movement of containers on any day, the trailers should be parked inside our Company premises with prior information.

### **GENERAL TERMS AND CONDITIONS**

#### **01. Eligibility Criteria For Techno-Commercial Bid**

- a. Bid security declaration ( This is lieu of EMD till 31.12.2021 in view of the pandemic and slowdown in economy to be submitted duly signed by bidder .**
- b. Operating Experience in transportation of import/export Loaded & Empty containers for CFS / ICD for a minimum period of last five years as on 31.03.2020. (Proof in the form of copies of WO/Completion certificate to be attached)**
- c. Bidders shall submit original Bankers Solvency certificate for Rs.15 Lakhs issued by their bankers valid for six months from the date of the tender (Proof to be attached)**
- d. Average turnover of Rs.1.0 crore per annum in the last 3 years ending 31<sup>st</sup> March 2020 only from Transport business. (Proof to be attached)**
- e. Bidder should not be black listed by any PSU, Govt. Department or any private organization and self-declaration in this regard to be submitted.**
- f. Bidder should have Valid GST registration no.( Proof to be attached )**
- g. The Bidder should have a minimum fleet of 30 trailers of 40ft carrying capacity registered exclusively in the name of bidder. Copies of the RC Book is to be submitted .**
- h. Bidder should submit Integrity Pact in prescribed format attached herewith in tender document.**
- i. Bidder should submit self declaration on their Companies Letter head regarding Local & Import Content as per format attached ( Annexure VI)**

## **02.Submission of Online Bids**

The bids should be submitted in 2[two] separate parts titled as

- [A]** Technical / Commercial Bid [Un priced]  
and
- [B]** Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

## **03. Tender Opening**

- [A]** Un priced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

- [B]** Price Bid Opening

After opening and processing of the Technical / Commercial Bids, **the price bid of those bidders who are found techno commercially qualified will be opened.**

## **04. Acceptance of offers**

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any number of trips/, less than or more than the tendered trips, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.4 L1 status would be determined considering the overall cost as per item no. 1,2, 3,14,15,16, divided by 975 Teu's.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents will be rejected.

## **05.Negotiations**

- 5.1 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 from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office 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 .

## **06. Price Variation**

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period. However this is subject to clause no.14 under the heading fuel escalation.
- 6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening the technical Bid.

## **07. Notification of Award**

Prior to the expiration of the period of Bid validity, BL will place purchase order or letter of intent on the successful bidder(s).

## **08. Inspection of vehicles**

Bidders are requested to inspect the condition of the vehicles at our site with a prior intimation to Balmer Lawrie Officials during normal working hours. The bidders are expected to understand the tender requirements as well as the condition of the vehicle and satisfy themselves before they quote against our tender. Once the bidder inspected the conditions of the vehicles and after quoting against our tender, Balmer Lawrie would not accept any liability whatsoever on this account

## **09. Contract Period**

The contract will be for a period of **12 months effective from date of issue of LOI /WO OR** such date as may be mutually agreed. On satisfactory performance during the initial contract period of **12 months**, the contract may be extended subject to mutual consent for another period of one year on the existing terms & conditions.

### **10. Security Deposit**

A non-interest bearing Security Deposit of **[Rs.6 lakhs]** by way of Bank Draft or Bank Guarantee of equivalent amount, in addition to the Performance Guarantee, will be required to be deposited with the Company by the successful individual bidder within 10 days of getting work order from the Company. This Security Deposit will be refundable after successful completion of the contract/extended contract period.

#### **Security deposit is liable to forfeiture in the event of:**

- a) Non-Supply after Acceptance of Purchase Order.
- b) Successful Bidder fails to deliver the item as per the terms & condition of the Purchase Order.
- c) Successful Bidder violates the tender conditions.
- d) If the performance of the bidder is found to be unsatisfactory

### **11. Volume of work**

No assurance on volume shall be given regarding any item of work at any time during the validity of the Contract. However the Company is expecting movement of about 40000TEU's of load containers approx during the contract period. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE. The nature of work will also be subject to variation depending on the requirements. Any variation / addition / deletion in the items of work/changes in volume indicated shall not form a basis for any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

### **12. Fuel Escalation / De-escalation**

The rate should be firm throughout the contract period except for escalation/de-escalation of HSD price announced by Govt. of India during the contract period.

In case of any revision in the price of diesel during the contract period, the escalation/de-escalation will be calculated as per following formula:-

$$0.30 \times A \times \frac{C - B}{B}$$

Where A = stands for per Teu rate as per contract

B = stands for ruling price of diesel applicable at Dronagiri Navi Mumbai as on date of contract

C= Revised price of diesel at Dronagiri ,Navi Mumbai

**The diesel rate prevailing on the last day of the previous month would be considered for arriving at the escalated /de escalated rate for the billing month. No other price escalation on any account will be entertained during the contract period.**

### **13. Penalty / Incentive**

**The bidder is expected to carry out a minimum guaranteed movement of 975 TEU's of Import/Export loaded containers per month combining as given in Serial No.1,2,3 of the rate schedule.**

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In the event of not fulfilling the minimum guaranteed movement of 975 Teu's per month, fixed cost payable as per the item no. 14,15, will be reduced proportionately.

- In the event of our Company is not in a position to provide a volume of 975TEU's per month, above deduction clause shall not be applicable subject to certification of our Company on a daily basis.
- Exclusions for calculating the minimum guaranteed movement would be cases of Acts of God, Common trade Force Majeure cases.
- In the event , movement exceeds minimum guaranteed 975 Teu's and achieve volume of 1024 Tues or more , fixed cost will be paid proportionately as per item no. 14,15

The transporter will be responsible to ensure evacuation of containers within a maximum of 48 hours from the time of issue of Form 13 is given to him or containers are discharged from the vessel whichever is earlier. In case of failure to do so, any Port demurrage charges due to delayed evacuation would be recovered from the invoice of the transporter.

#### **14.Payment Terms**

- Payment for movement shall be made within 15 days from the date of submission of bills duly certified by company officials with all relevant supporting documents.
- Payment for maintenance and tyre replacement cost shall be paid within 15 days from the date of submission of bills with supporting bills.

#### **15. Sub Letting of work**

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm, or corporation without the written consent from the company. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

#### **16. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the trailers/equipments employed by the contractor. The company may forward the bidder any such claim/ demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The format of indemnity bond would be provided by the Company by Balmer Lawrie & Co Ltd to the successful bidder after award of contract.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made by the bidder to the employees of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

### **17.Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc and also within Balmer Lawrie CFS yard. Any damage to any life and/or property while performing the duty for Balmer Lawrie due to negligence/mishandling by the staff / drivers and /or malfunctioning of the trailers would be to the account of the contractor.

### **18. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

**Note : This is no split tender.**

### **19. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

### **20. TDS Compliance:**

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f. 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

## **21. Termination**

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

## **22. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Performance under the contract shall be resumed as soon as practicable once the "event" comes to an end.

## **23. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

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

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BL/CFS/MUM/738 dt. 19.06.2021 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :



**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LLP	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belongs to SC/ST Category	
18	Are you a member of any Transport Association If yes, mention the name of the association	

**Price Bid Schedule :**

**Ref: Tender No: BL/CFS/MUM/xxx dt.xx /06/2021 for Operation  
and maintenance of trailers**

S No	Description of work	Unit in TEU	Qty for one year (Indicative)	Rate	Amount
1	Movement of loaded import / Export containers from port to Balmer Lawrie CFS & vice versa with 1 x 20 ft container in a single trailer	TEU	500	<b>Do not put rate here</b>	
2	Movement of loaded import /Export containers from port to Balmer Lawrie CFS & vice versa with 1 x 40 ft containers	FEU	3500		
3	Movement of loaded import / Export containers from port to Balmer Lawrie CFS & vice versa with 2x 20 ft container in a single trailer. <b>Note : The Bidder has to quote the rate per trip in a 40 ft trailer carrying two 20 ft boxes</b>	2 x TEU	4200		
4	Transportation of Standard Empty Containers from BL-CFS to port or port to BL CFS - 20'	TEU	-		
5	Transportation of Standard Empty Containers from BL-CFS to port or port to BL CFS - 40'	FEU	-		
6	Transportation of ISO Empty Containers to specified location within a distance upto 5 KM - 20	TEU	-		
7	Transportation of ISO Empty Containers to specified location within a distance upto 5 KM -40'	FEU	-		
8	Transportation of ISO Empty Containers to specified location within a distance of 5-15 KM -20'	TEU	-		
9	Transportation of ISO Empty Containers to specified location within a distance of 5-15 KM-40'	FEU	-		
10	Transportation of ISO Empty Containers to specified location within a distance of 15-25 KM -20'	TEU	-		

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11	Transportation of ISO Empty Containers to specified location within a distance of 15-25 KM -40'	FEU	-		
12	Transportation of ISO Empty Containers to specified location within a distance of 25-40 KM 20'	TEU	-		
13	Transportation of ISO Empty Containers to specified location within a distance of 25-40 KM -40'	FEU	-		
14	Maintenance charges per vehicle per month covering oil service, grease packing, engine repair and misc works for trailer and cabin Rate per vehicle / month (Payable on proportionate basis with minimum guarantee to be achieved of 975 TEU of Loaded Container in a month)	LS	13		
15	Tyre replacement charges per vehicle per month Rate per vehicle /month (Payable on proportionate basis with minimum guarantee to be achieved of 975 TEU of Loaded Container in a month)	LS	13		
16	Expenses per vehicle fitness Rate per vehicle	LS	13		
	Net Amount				
	Add: GST @				
	Total Amount				

Note : Indicative quantities are approximate for one year and will be used only for evaluation purpose. Actual volume may widely vary depending on business volume The Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicative quantity

**Sr.4 to Sr.13 are Rate Only Items.**

Annexure- 1

**Indemnity Bond to be given by the successful bidder at the time of awarding of contract.**

**INDEMNITY BOND**

(To be submitted by Successful bidder)  
(To be executed and notarized on Non Judicial Stamp Paper of Rs.100/- for Gujarat)

This DEED OF INDEMNITY is made on the \_\_\_\_day of \_\_\_\_\_ between M/s.

\_\_\_\_\_

\_\_\_\_\_

(Hereinafter called 'The Successful bidder' of the per part) and the Balmer Lawrie & Co. Ltd. (hereinafter called ' Balmer Lawrie' of the other part).

That the Balmer Lawrie has awarded work of

\_\_\_\_\_ vide work order No.

\_\_\_\_\_ Dated \_\_\_\_\_ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated \_\_\_\_\_. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the Balmer Lawrie.

The Per Party i.e. the SUCCESSFUL BIDDER moved by the sentiments of justice and humanity as well as by the desire to secure the permanent peace and tranquillity in and amongst the labour community, AGREE and UNDERTAKE to following :-

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour ( Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) Rules,1972, as the case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, The Code of Wages 2019, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen

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Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.

2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.
3. I Further Undertake to Comply With The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake to indemnify the Balmer Lawrie from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the Associations of our Company / Partnership Deed/ Proprietary Documents, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Gujarat Jurisdiction only.

Place:

Date:    /    /

Witness:

  
  

---

Accepted by:

Annexure-2

**Indemnity Bond to be given by the outgoing contractor/contractors before his last month bill & final settlement is released by BL'**

(To be submitted by Contractor/Contractor)  
(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/- for Gujarat)

**INDEMNITY BOND**

I, ....., Designation ..... of M/s. .... Address -  
..... Hereby declare and certify that we have employed workmen in  
connection with the Executing of the contract job awarded to us vide work order No. .... dated  
..... For Work of ..... At  
..... And all the Contractor'slabours have been fully paid their  
dues of wages, allowances, compensation and any other amount due to them under Minimum Wages Act,  
Payment of Wages act, Workmen's Compensation Act, Payment of Bonus Act, The Code of Wages 2019 or  
any other relevant acts and rules made their under of the Central or State Govt. of the time being in force  
and / or under any bipartite / tripartite agreement or any award of any Labour Court or Tribunal or Arbitration,  
as the case may be and further declares that no dispute as to the wages, compensation, bonus or any  
allowance is pending in respect of any workman employed by us. The work awarded was commenced on  
\_\_\_\_\_ and/or completed on \_\_\_\_\_ or likely to be completed by \_\_\_\_\_. We further  
declare that we have fulfilled and discharged all the obligations under Contract Labour (Regulation and  
Abolition) Act, the Inter-state Migrant Workman (Regulation of Employment and Conditions of Service Act),  
Employees Provident Fund and Misc. Provisions Act and other relevant acts and rules of the Central and the  
State Govt. for the time being in force.

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1. We have deposited the Provident Fund contribution in respect of all the employees under the Employees Provident Fund and Misc. Provision Act 1962, the P.F. contribution administrative and other charges have been deposited in P.F. code No. ....
2. We have deposited the contribution in respect of all the employees cover under the Employees State Insurance Act, 1948 in ESI Code No. .... OR workmen compensation act Policy No. .... Date .....
3. We have deposited LWF & Professional Tax as applicable.

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred on account on nonpayment of any dues or claim of any workman employed by us directly or through sub-petty Contractor for non-fulfilment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place : .....

Date : .....

**WITNESS**

1. Signature \_\_\_\_\_ Signature of Authorised Representative of  
M/s. ....  
Name \_\_\_\_\_ Name : .....  
Designation: .....

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

**Annexure-3**

**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' as annexed and marked as Annexure - A**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the

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Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

**Section 4: Compensation for Damages**

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

**Section 5: Previous Transgression**

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

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

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

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

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

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

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.

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

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

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

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

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

### **Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office

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

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

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

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

Witness 2 :  
(Name & Address)

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

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL Units shall apply for registration in the prescribed 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.

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- 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.

\* \* \* \* \*

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Annexure - B



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

## 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.



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- "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

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**B. Actions against bidder(s) indulging in corrupt / fraudulent / collusive / coercive practice**

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

**B . 2 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/bids evaluation stage that a bidder has indulged in corrupt/fraudulent/collusive/coercive practice, the bid of such Bidder(s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Balmer Lawrie & Co. Ltd. For a period specified in para B2.2 below from the date of issue of banning order.

A Vendor can also be banned for future business if he fails to supply products/services as per standards as prescribed in the tender or to the satisfaction of the company and its representative (s).

**B.2 Irregularities noticed after award of contract**

**B.2.1 (i) During execution of contract:**

If an agency, is found to have indulged in corrupt / fraudulent/ collusive /coercive practices, during execution of contract, the agency shall be banned from entering into any for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order.

The concerned order (s) / contract(s) where corrupt / fraudulent/collusive / coercive practices or failure to provide standard products/services is observed, shall be suspended with immediate effect by SBU / Function Head whereby the supply/ work/ service and payment etc. will be suspended. Action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s) / contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s) / contract (s) shall also be encashed. The amount that may have become due to the contractor on account of work already executed by him satisfactorily shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. Any amount due on account of supply of poor quality of products/services shall not be payable. In case of poor quality of supplies then no amount is payable to the vendor. In case the Company get the supply of same goods from another party for the higher cost for meeting quality requirements such cost

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- (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 B.2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be encashed.

- (iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B.2.2 below from the date of issue of banning order

#### B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and ordinarily the period for which agency is banned should not be less than 6 months and should not exceed 3 years. However, in extraordinary circumstances, the period can be more than 3 years depending on the gravity of violations.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

#### B.2.3 Exceptional Cases:

B.2.3.1 However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to the standards, the agency may be allowed to complete the supply / job in case of following situations :

- a) No adverse performance of the job as per scope of work (performance to be reviewed on quarterly basis) and;
- b) The supply / job is of critical nature in terms of adverse impact on the Project Completion Schedule and/or prospective revenue generation.

However, the discretion for the same rests solely with the company / its representative (s) and the vendor / contractor / supplier shall not have any right to demand the same.



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B.2.3.2 The approval for allowing the agency to complete the supply / job is to be obtained from Director concerned based on the detailed deliberation / recommendation of the committee consisting of Head of SCM / Purchase, A&F, SBU / Function Head of the SBU. Such recommendation shall be put up to Director concerned through Corporate A & F Department and Corporate Legal department with their comments.

Further, all such cases shall also be put up to Board of Directors for their information.

After approval of competent authority to allow the agency to complete the supply / job, the agency will be allowed to execute the order/contract and payment shall also be made as per provision of order/contract.

B.2.3.3 The Contract cum Performance Bank Guarantee (CPBG). of such agency against the order(s)/contract(s) where agency is allowed to complete the supply/job in above exceptional case shall not be en-cashed on this ground. The contract shall be executed as per terms and conditions of the contract. However, the agency shall be put on banning list from the date of banning order.

Also, in the event the contract is terminated owing to poor quality of products/services the CPBG may be encashed by the company.

C Effect of banning on other ongoing contracts/tenders

C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders

C.2 However, if such an agency is already executing other order(s)1 contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :

C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of funds committed in the same tender/other tender

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D. Procedure for Suspension of Bidder

D.1 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

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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 (L), 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**



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- (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.

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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.

Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.

- (viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.
- (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
- (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (3),will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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



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- (xi) An order for banning/ suspension passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation. However, the listing of the defaulting vendor/supplier/service provider on the banned companies list shall stay permanently along with the period/duration.
- (xii) While putting the bidder on banning list as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group/division of the errant agency shall not be considered for putting on banning list in case certain ongoing project is being executed by the same agency or its associates / allied agencies without any adverse observation. In all other cases banning of an organization will automatically apply to Allied Agencies.
- (xiii) In case of contract (s)consortium/ JV, of the consortium is put on banning list, in that case other ongoing contract(s)order (s) on consortium/JV shall continue subject to satisfactory performance. Further, order (s)/ contract (s) where such fraudulent / corrupt / collusive/ coercive practice have been noticed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order(s)/contract (s) shall also be encashed. No risk and cost provision will be enforced in such cases. However, in exceptional cases as mentioned at Para B2.3 hereinabove, the agency may continue after approval from competent authority as mentioned therein.

In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.

- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings

**F. Appeal against the Decision of the Competent Authority**

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F.3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.

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

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- 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.
-

**Annexure-V**

**Bid Security Declaration Form**

Date: \_\_\_\_\_  
Tender No. : \_\_\_\_\_

To,  
Balmer Lawrie & Co.Ltd  
Plot no.1 Sector-7,  
Dronagiri Node, Navi Mumbai -400707

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_  
in the capacity of : \_\_\_\_\_  
Name: \_\_\_\_\_

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## **Purchase Preference for Make in India and MSE suppliers**

### **1. Purchase Preference under Public Procurement (Preference to Make in India) Order:**

- A. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 29.05.2018 and subsequent revision issued on 04.06.2020 by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract / PO / WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable.

Definitions: for purpose of the above order.

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order.

“Non - Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the order.

*“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.*

*“Margin of purchase preference” means the maximum extent to which the price quoted by a \*Class-I local supplier’ may be above the L1 for the purpose of purchase preference.*

*“Nodal Ministry” means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.*

B. For implementation of the above order following mechanism will be adopted for operating Purchase preference under this Tender enquiry:

“All the item/s of this Tender will be considered as **non-divisible** and following procedure will be adopted for operating Purchase Preference”

- Among all qualified bids, the lowest bid will be termed as L1.
- If L1 is Class-I local supplier, the qty will be ordered as per clause no 9 (Notification of Award– page no 13) under General Terms and Conditions.
- If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price if their price is within 20% band of the L1 price in order of bid price from lowest to highest

**Note:** For more details and applicability, bidders are requested to refer to Order No. P-45021/2/2017-PP (BE-II) dated 04<sup>th</sup> June 2020.

**Annexure-VI**

**DECLARATION - BIDDER TO SUBMIT ON THEIR LETTER PAD FOR LOCAL CONTENT**

Dated .....

I/We,M/s.....,address....., hereby declare that the proportion of imported content to Domestic content in terms of percentage (%) of the total value of quoted item/s are as follows –

**Domestic Content – [%]**

**Imported Content – [%]**

Authorized Signatory,

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Mumbai]**  
**e-Tender No : BL/CFS/MUM/738 DT.19/06/2021**