



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

***[P-3/1, Transport Depot Road, Kolkata-700088***

***Phone No 2450-6811, Fax No. 24498355***

***E-mail: banik.s@balmerlawrie.com***

**Public e- TENDER NO: BL/CFS-KOL/HYDRA-SLINGMEN/23/20-21**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

***[HIRING OF HYDRA MIN. 14 MT CAPACITY AND ABOVE  
AND SLINGMEN DESTUFFING, LOADING AND  
WAGON UNLOADING at CFS AND WD KOLKATA]***

**DUE DATE & TIME: [ 22/09/2020 AT 17:00 PM ]**

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## **NOTICE INVITING E-TENDER**

Online TWO Bid tender is invited from reputed vendors for above mentioned ***“HIRING OF HYDRA [MIN. 14 MT CAPACITY AND ABOVE] & SLINGMEN FOR DESTUFFING, LOADING, UNLOADING OF VARIOUS CARGO INCLUDING PIPES ETC at CFS & WD kolkata”***,

Complying Pre-Qualification criteria or other details mentioned in Terms & Conditions or elsewhere in the Tender Document, through our eProcurement portal which can be accessed via our web site [www.balmerlawrie.com](http://www.balmerlawrie.com) or directly at <https://balmerlawrie.eproc.in>.

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 vendors' credentials are to be uploaded along with the tender documents through the appropriate link.

Sl. No	Description	Details
1	Name of Work	<b>HIRING OF HYDRA [MIN. 14 MT CAPACITY AND ABOVE] &amp; SLINGMEN DESTUFFING, LOADING AND WAGON UNLOADING at CFS &amp; WD KOLKATA</b>
2	Tender No	<b>e- TENDER NO: BL/CFS-KOL/HYDRA-SLINGMEN/23/20-21</b>
3	Validity Of Offer	90 days from the due date of submission of the tender.
4	Contract/Delivery Period	<b>The contract will remain valid for one year only</b> from the date of awarding the contract. It may be extended for one more year at the same rate ,terms and conditions on mutual agreement
5	EMD	<b>Rs. 75,000/- (MSE Vendors are exempted. Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs)</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>12/09/2020 AT 11.00 hrs</b>
	b. Closes on	<b>22/09/2020 AT 17:00 hrs</b>
7	Opening of Tenders	<b>On or after due date of submission</b>

### **GeM Declaration**

**Hiring of Hydra and sling men was not available in GeM for the location.**

**Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM**

#### **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

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 LPP/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

#### **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 e-tender towards ascertaining their qualification.

b. Failure on part of the tenderer to report on specified date and time for paper 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, and 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 have to submit an interest free EMD of ₹ **75,000/- (Rupees Sevent five Thousand only)** online through our e-procurement website. **(MSE/NSIC Certificate Holders are exempted from submitting EMD. 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).** In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address before due date and time of tender submission date. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail. In case of MSMED /NSIC vendors Certificate of MSME (Micro & Small only)/ NSIC must be uploaded for considering their exemption from EMD. MSME (Micro & Small only)/ NSIC vendor are required to 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 MSME's order 2012.

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. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPPDESK 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 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	
Escalation Level 2			
Mr.Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		

#### 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 Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

#### 1. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be

completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.

- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- 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.

## **2. 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 and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised 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.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

## **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 covered 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 scope of work:

#### **BL-CFS**

Provide at least 2nos. of Hydra having minimum capacity of 14MT along with hydra operator, 4 nos. sling men, helper and supervisor for handling of various cargo (including Pipes) such as destuffing, stuffing, loading, unloading, stacking and storing etc. from/to containers, trucks/trailers or warehouse etc. as per operational requirement of the Company and instruction of Officer-In –Charge or any person nominated by him.

The equipment as stated above should be placed at P-3/1, Transport Depot Road/ or any location within a radius of 5 k.m. of the CFS to undertake the jobs of loading /unloading/stacking of cargo as and when required.

#### **BL W&D**

1. Provide 1 No of Hydra with minimum 14 MT capacity at W&D-Sonapur, 1 Sonapur Road Kolkata-700088. Hydra should be suitable for unloading/loading, stuffing, destuffing of various cargo from railway wagons, trucks, trailers & containers etc. and shall be stationed at BL premises for ready use condition. Operator and slingman should report to duty by 10AM.

#### **Wagon unloading at CFS and WD:**

- a. BL will require more number of hydras (at least 5 equipment-Hydra with 5 slingmen with each hydra) specifically in times of rake unloading or during high volume of work. For information purpose, a single railway rake contains ingots and coils around 2800 to 3700 MT (approx.) of cargo.
- b. 24 hrs. Prior intimation shall be given by BL regarding arrival of rake. The contractor should stay in continuous touch and be updated with the BL representative to track arrival of wagon. The contractor shall remain ready during the arrival (Day or night) of the rake for quick start of unloading process.
- c. Vendor should make all necessary arrangements in terms of equipment/manpower/tools (sling/gloves) for **unloading of rake within 9 hours free time from placement of wagon.** (Determination of free time is made by KoPT which is subject to change from time to time). In case of demurrage incurred, the amount shall be recovered from the contractor's bill. Rates to be quoted by contractor considering including the cost of demurrage of wagon. Current Railway demurrage charges are Rs.150/- per wagon per hour + GST which is subject to change from time to time. In case of any upward or downward revision of demurrage rates, the handling rates would be revised in same proportion.
- d. Contractor representative must inspect siding condition before arrival of rake and request for clearing of siding at least 12 hours before arrival of rake be satisfied regarding clearance of siding before placement of rake. Any delay in unloading due to non-clearance of siding by BL even after prior intimation will not be on vendor's account.
- e. Vendor must strictly arrange all PPE like helmet, safety shoes, iron slings, gloves required for unloading of rake at his own cost. BL reserves the right to stop operations in case it is found that Contractor has not taken necessary safety measures during unloading. Any delay due to this reason will be on vendor's account.

- f. Ingots and coils to be unloaded as per instruction/guidance of BL representatives. If cargo is not properly arranged while unloading, the cargo will accordingly have to be shifted and made good by Contractor at no extra cost.
- g. Pulling and pushing of loaded/empty wagons inside yard for making necessary position for unloading purposes to be arranged by Vendor.
- h. Coils to be handled using poly strap to ensure safety of products as and when instructed by BL. Necessary polyester strap would be provided by BL.

2. Required number of Crane operators, helpers) and supervisors to be engaged by the contractor with no additional cost.

3. On prior intimation (one week) contractor should arrange unloading/loading of ODC. All tools, tackles including slings and expertise need to be provided by contract for safe handling of cargo.

Common Scope of work:

- 1. Successful bidder shall depute required driver and adequate number of helpers for operating the Hydra for loading / unloading / stacking operations etc. as per requirement of the unit and instruction of operation in-charge of the unit.
- 2. The driver and helper of all the equipment should be present at all the time till loading/unloading operation etc. as required and they should be responsible for execution of the job.
- 3. The contractor should follow all the laid down rules & regulations of the RTA/local Government Authority
- 4. The contractor should take all precautionary measures including safety and security of the cargo & goods being handled.
- 5. The Drivers/Operators of the equipment should possess valid license to operate the equipment. The Drivers/Operators, Helpers of the equipment, Mechanics (If any) shall have good health and strictly abide by the administrative rules and regulations of BL.
- 6. The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury and damages to any person or any property whatsoever which may arise out of in consequence of the work and against all claims, demands proceedings, damages, cost, charges and expenses whatsoever.
- 7. The Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the Company for providing the services other than the payment from the Company against services as per the terms of the contract. The Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing Company's/Customers' employees in whatsoever manner. Indulgence of such practice will be considered as breach of this agreement.



8. Contractor shall remove and/or replace any of their employees or person who as per opinion of the Company are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the Company.
9. Contractor shall at all-time take precautions to prevent any unlawful, riotous or disorderly conduct by or among their employees and for perseverance of peace and protection of persons and property inside BL.
10. Contractor shall take necessary instruction from the authorized/nominated person of the Company and undertake the assigned work as per work guideline issued by the Company from time to time.
11. Safety regulation shall be applicable to the total contract. All Safety Regulations in vogue as amended from time to time shall have to be satisfied, as the equipment will be working within the BL premises.
12. Company shall not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the workmen engaged by the contractor and such demand shall be settled by the contractor directly.
13. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.
14. The Drivers/Operators/Helpers of the equipment has to wear Personal Protective Equipment like protective Shoes, Safety Jackets, Helmets etc. and also Gloves by sling men during operation . The contractor's personnel should have appropriate safety measures for Covid-19

## **GENERAL TERMS & CONDITIONS**

### **3. Bid Evaluation Criteria**

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

- a) Payment of Interest Free **EMD of ₹. [75,000/-]**. However, MSMED/NSIC bidders are exempted from submission of EMD.
- b) Should have minimum Average Financial Turnover of ₹ [50 Lakhs per year during the last 3 financial years.]. **Chartered Accountant Certified Copies of last 3 years (2018-19) Balance sheet/ Profit & Loss Statement/ Turnover certificate** may be submitted in this regard.
- c) Bidder must own two (2) nos, of Hydra and can provide 2 more attached Hydras of Hydra (minimum 14MT capacity), document to be submitted with make **2014 or after**. Relevant proof for age of equipment need to be submitted.
- d) The bidder must have PF & ESIC registration.

- e) The Bidder must have Trade License
- f)) The tenderer/bidder should have successfully involved in handling of EXIM cargo loading/unloading on railway rakes for following minimum values during past seven (7) years ending last day of month previous to the one in which tenders are invited:- .
  - a) **3 jobs** each of value not less than ₹ **60 Lakhs** or
  - b) **2 jobs** each of value not less than ₹ **75 Lakhs** or
  - c) **1 job** of value not less than ₹ **115 Lakhs**

**Work orders and completion certificates needs to be submitted**

- g) The vendor should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.
- h) The bidder has to upload signed and stamped copy of the integrity pact attached in Annexure 3

**4. Bid rejection criteria:** Following bids shall be categorically rejected.

- I. Bids received without EMD shall be rejected. (The Registered micro and small enterprises shall be exempted)
- ii. Bid not quoted on the online format
- iii. Change/deviation from the scope of work
- IV Incomplete/misleading/ambiguous bids in the considered opinion of BL.
- V Bids with incomplete documents and or counter terms not acceptable to Balmer Lawrie.

**5. Submission of Online Bids**

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

- [A] Technical / Commercial Bid [Unpriced]
- 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.

**6. Tender Opening**

A] Unpriced [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, price bid will be opened.

**7. Acceptance of offers**

- I. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- II. 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.
- III. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the Technical Specifications and Terms & Conditions mentioned in the Tender documents or not

accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

- IV. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.

#### **6. Negotiations**

- a. Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.
- b. 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 finalize the tender.

#### **7. Price Variation**

- a) 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.
- b) The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the last date for submission of tender.

#### **8. Eligibility & Capacity**

The bidder should be well experienced and capable of undertaking the above mentioned work of large number of containers at a time. They shall be able to deploy required number of staff for smooth operation.

#### **9. Earnest Money Deposit**

Interest Free EMD of Rs.75000/- (Seventy five thousand only) has to be submitted online through our e-procurement website. In case bidder revokes or withdraw their offer within validity of the offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.

For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by Balmer Lawrie (BL).

EMD is liable to forfeiture in the event of:

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

**10. Validity of offer**

The rate Offer should be kept valid for acceptance for 90 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

**11. Award of Contract**

The contract will be awarded to the tenderer who would have quoted the overall lowest bid (L1) for the entire BOQ/Price Schedule of this tender

**12. Period of contract**

The contract will remain valid for one (1) year from the date of awarding the work order. It may be extended by one more year at the same rates and terms and agreement on mutual agreement

**13. Security Deposit/Performance Guarantee**

- (i) On acceptance of the Bid, Contractor shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
  - a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
  - b) Bank Guarantee executed by any Scheduled Bank as per proforma to be provided to the successful bidder. The Bank Guarantee is to be valid for contract period and six months.
- (ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work, final bill payment & after submission of Performance Bank Guarantee covering the defect liability period.
- (iii) No interest shall be payable against Security Deposit.
- (iv) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated, penalty or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vi) Security deposit has to be paid by MSE vendors too.

Balmer Lawrie reserves the right to appoint any other contractor on same or similar terms and conditions or otherwise to render the same or similar services utilize the services of other contractor at the RISK & COST of the contractor and to recover the charges and expenses incurred in excess of the contractual rates, terms & conditions from the contractor. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination of contract, forfeiture of security deposit etc.

#### **14. RATES, TAXES & DUTIES**

- (a) The tenderer should quote for all items in the Price Bid. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- (b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities online.

#### **15. PRICE ESCALATION:** No price escalation for cost shall be entertained.

- 16.** The vendor is not allowed to give any “subcontract’ without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

#### **17. Duty Hours**

Hydra will be utilized for Ten Hours from 10.00Hrs to 22.00Hrs. Contractor will extend the service support for any additional hours as required.

#### **18. Log Book**

Two Separate Log Books to be maintained by the contractor for CFS & W&D incorporating operational information, like cargo handled, time of completion of work , breakdown period etc. Format for the Log Book will be designed by BL... The logbooks after incorporating all the required information to be signed by contractor and counter signed by officer /staff in charge of BL-CFS/BL- W&D on a daily basis, failing which no bills will be settled.

#### **19. Work Place**

Balmer Lawrie & Co. Ltd. at P-3/1, Transport Depot Road, Kolkata – 700 088 & 1, Sonapur Road, Kolkata-700088 or any location as required and advised by Officer/In-charge of BL-CFS within 5 km radius of the mentioned address.

#### **20. Breakdown and Maintenance**

It will be the responsibility of contractor to ensure proper maintenance of the equipments being offered by them from time to time during the entire tenure of contract. The contractor should repair/replace immediately the equipments in the event of a breakdown at any point of loading/unloading operation. Else, break-down penalty @Rs.500/- per hour will be deducted from the bill of the contractor owing to non-availability of the Hydra.

#### **21. Handling of Cargo/Container**

The cargo shall be handled with maximum care without any damage to the cargo or any other property. The contractor will be held responsible for any damage to cargo etc. during the handling and the loss will be recovered from the contractor.

#### **22. Termination of the contract**

##### **22.1 Termination on expiry of the CONTRACT**

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

#### 22.2 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

#### 22.3 Termination for unsatisfactory performance

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 90 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.

#### 22.4 Consequences of termination

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

### 23. **Statutory obligation**

**ESI/ PF/ Other Statutory obligations:** You would be required to ensure adherence of all statutory obligations related to your employees who would be working inside Balmer Lawrie premises. On award of the contract, you shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by you the Company's premises. Presently the minimum wages payable is to be obeyed. per person per day - plus applicable PF and ESI. Bidders are requested to take note of the same while quoting their rates.

The contractor shall undertake to comply with all statutory regulations, like ESI Act, PF Act, Bonus Act, Gratuity Act, Minimum Wages Act, Factories Act, Contract Labour Act, etc. or any other act that may be applicable for employment of their workmen. Any expenses incurred by Balmer Lawrie & Co Ltd., under the regulations will have to be reimbursed by contractor. The contractor will be the ultimate employer of their personnel and they shall supervise the work of the men engaged by them for deliverance and performance of the contract. The contract shall be strictly between the company and the contractor.

The contractor shall at their expense comply with all the labour laws and keep Balmer Lawrie & Co. Ltd indemnified in respect thereof. The contractor should comply with all rules and regulations of West Bengal State Labour Board or any other body / bodies as required.

The personnel deployed in the Company's premises by you shall be fully qualified in all respects to carry out the activities for which he has been deployed.

You shall equip the personnel deployed by you in the Company's premises with all the necessary implements and safety equipment. The persons will have to use the PPE provided by BL.

It may be noted that the bill submitted by you for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by you in the Company's premises along with the ESI/PF numbers allotted to them.

Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to you.

**24.** This is a no split tender

**25. TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)**

**25.1** As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

**25.2** MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.

**25.3** The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

**25.4** The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

**25.5** Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.

**25.6** Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs

**25.7** Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item.

Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

**For Further clarity in this regard a table is furnished below:**

Type of Tender	Price Quoted by MSE	How to Finalize the Tender
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	25% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full Order on MSE subject to matching L1 price

## **26. Billing & Payment**

On receipt of the bill the same will be processed and payment will be made after making necessary deduction towards dues, penalty, income tax, risk & cost, deposits of statutory deduction within 30 days from the date of submission of the verified bills. All challans for ESI and PF are to be submitted to the HR and Admin department of Balmer Lawrie CFS Kolkata. No payment will be released till statutory payments are cleared.

## **27. Penalty/Liquidated damages: -**

Vendor shall be liable to pay liquidated damages for the following:

- Failure to deliver the work as mentioned in the scope of work will lead to a fine equivalent to the demurrage and detention charges imposed by the Kolkata Port on Balmer Lawrie & Company Limited
- If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie & Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- BL shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time and as per the instruction of authorized personnel of Balmer Lawrie CFS Kolkata.
- For regular loading/unloading apart from wagon, even after prior booking, if equipment is not deployed within stipulated time i.e. 10AM, then Rs.100/- per equipment per hour would be deducted from the monthly bills.

**28. LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.



**29. Force Majeure:**

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the Balmer Lawrie CFS Kolkata authorized personnel in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the delivery period. On decision of BL/BL arrived at after consultation with the Vendor, shall be final and binding. Such a determined period of time be extended by the BL to enable the Vendor to deliver the items within such extended period of time.

If Vendor is prevented or delayed from the performing any of its obligations under this agreement by Force Majeure, then Vendor shall notify BL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the event.

**30. RESOLUTION OF DISPUTES / ARBITRATION**

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

**32.** Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and e-procurement website <https://eproc.balmerlawrie.com>

ACCEPTED ALL TERMS AND CONDITIONS AS STATED ABOVE.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-TENDER NO: BL/CFS-KOL/HYDRA-SLINGMEN/23/20-21 and hereby confirm our acceptance of the same.**

Place:

Signature of Tenderer

Date:

Name & Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – 1****PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./LPP	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed / uploaded	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Trade License details	
<b>13</b>	Whether copy of GST Registration certificate Uploaded	
<b>14</b>	Name of the Banker	
<b>15</b>	Whether registered under MS MED act	
<b>16</b>	In case registered under MSMED provide registration number and copy of registration certificate.	
<b>17</b>	If MSME vendor is SC/ST to be mentioned and Certificate to be attached	
<b>18</b>	Trade License Details	

19	<u>Key person of the organization</u>			
	Name			
	Designation			
	Contact Telephone No. Mobile No.			
	Short Profile			
20	List of Important Clients along with Certificate on performance <b>[Certificate to be enclosed]</b>			
21	Details of experience [Certificate to be enclosed]			
22	<b><u>COMMERCIAL Survey</u></b>			
22.1	Whether already working at Kolkata (Yes/No)			
22.2	Are you agreeable to provide services at any other location, if required (Yes/No)			
22.3	Are you agreeable to furnish Performance Guarantee on prescribed format enclosed with the tender document (Yes/No)			
22.4	Do you have Valid Certificate of Registration / : Accreditation issued by Directorate of Plant Protection, Quarantine & Storage of Ministry of Agriculture, Govt of India (Yes/No)			
22.5	If yes, please mention the Registration number, Date of Issue of Registration, Validity period of the Registration	<b><u>Registration No.</u></b>	<b><u>Date of issue</u></b>	<b><u>Validity</u></b>

## **Annexure 2**

<b>EQUIPMENT &amp; VENDOR DETAILS 1</b>	Number of own/leased/attached Hydra with capacity and Registration number of each equipment [Attach copy of documents/letter from associate Company or arrangement] ]	<b>Equipment</b>	<b>Make</b>	<b>Capacity</b>	<b>Yr. of Mfg</b>
2 Time required for mobilizing each of the Equipment (no of days)					
3 Details of Handling Experience if any, [Please attach copy of Work Order issued in your favour in support of experience]					
4 Details of Handling Experience Specifically related to Unloading and Loading from/to railway wagons					

### **Annexure 3**

#### **Draft Integrity Pact**

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

And

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

#### **Preamble**

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

-----.

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

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

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

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

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure - A**

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

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

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

### **Section 4: Compensation for Damages**

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

### **Section 5: Previous Transgression**

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

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

- a.The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who

do not sign this Pact or violate its provisions.

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

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

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

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.

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

## Section 9 - Pact Duration

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

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

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

## Section 10 - Other provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.

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(For & on behalf of the Principal)

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(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

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Witness 2 :  
(Name & Address)

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**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.

- 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.

Annexure B



## 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.

Contd.../2..

#### Page - 2

"Corrupt Practice" also includes any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.

A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.

A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.

A.8 "Competent Authority "shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.

A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

(a) Whether the management is common.

- (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
- (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.

A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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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 also will be recovered from the errant supplier / vendor.

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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 B2.2 below from the date of issue of banning order.

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

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

If an agency is found to have indulged in corrupt /fraudulent/ collusive/coercive practices or supply of poor quality products /services after expiry of Defect liability period (DLP)/Warranty/Guarantee Period, or during pendency of the service/products, contract for supply of goods/products/services, the agency shall be banned for future business with Balmer Lawrie for a period specified in para B2.2 below from the date of issue of banning order

**B.2.2** Period of Banning

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

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

**B.2.3** Exceptional Cases:

**B.2.3.1** However as an exception, the ongoing order (s) / contract (s) where corrupt / fraudulent / collusive / coercive practice has been observed, or there has been a failure to adhere to

the standards, the agency may be allowed to complete the supply / job in case of following situations :

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

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

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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)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
  - C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.

- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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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 writing to the agency.

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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 funds conducted in the same tender/other tender where errant agency emerges as the lowest (L1), 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.

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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.

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 o f 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 t o 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 withprospectiveeffect i.e future business dealings

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

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.

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

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

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

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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.
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## PRICE SCHEDULE

### HIRING CHARGES OF HYDRA & SLINGMEN SERVICES AT CFS & WD

Sl.No.	Description	Qty	UOM	Rate(Rs.)	SAC	GST%	Amount(Rs.)
1	Providing HYDRA [14 MT Capacity] Services for handling cargo for storing, loading, unloading etc. [As per scope of work for CFS and WD]	76000	MT				
2	Providing Hydra Services for handling cargo like destuffing /stuffing, storing, loading, unloading etc. from /to 20 feet ISO containers.	1000	TEU				
3	Providing Hydra Services for handling cargo like destuffing /stuffing, storing, loading, unloading etc. from/to 40 feet ISO containers.	700	FEU				
4	Providing Sling men Services for handling [unloading/ loading/ storing/stacking] ODC cargo etc. <b>without use of Hydra.</b> For calculating the tonnage, 16 tons for a 20 ft Container and 20 Tons for 40 ft container shall be considered	12000	MT				
5	Top Down/lift on of Loaded container	100	TEU				
6	Top Down/lift on of Loaded container	50	FEU				
7	Top Down/lift on of Empty container	9000	TEU				

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Kolkata ]**  
**e- TENDER NO: BL/CFS-KOL/HYDRA-SLINGMEN/23/20-21**

8	Top Down/lift on of Empty container	5000	FEU				
9	Railway Wagon unloading charges with hydra and 5 sling men including wagon demurrage charges as per scope of work in NIT	90000	MT				

The quantity in the above cases may vary by  $\pm 10\%$ .