

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]**  
**E-Tender No: BLC/CFS/Survey Job/19**



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

**BALMER LAWRIE & CO. LTD.**  
**CONTAINER FREIGHT STATION**  
**[No.32, Sattangadu Village, Manali, Chennai-600068**  
**Phone No 25941813 /25942557, Fax No. 25941863**  
**E-mail: [mukherjee.am@balmerlawrie.com](mailto:mukherjee.am@balmerlawrie.com)**

**CIN - L15492WB1924GOI004835**

**e- TENDER NO: BLC/CFS/Survey Job/19**  
**Dt. 19.10.2020**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

***Engagement of surveyor for Carrying out Survey job***

**DUE DATE & TIME: [09/11/2020 at 16:00 Hrs]**

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**NOTICE INVITING E-TENDER**

On-line bids in two bid system are invited from reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for ***Engagement of Surveyor for Carrying out Survey Job.***

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	Engagement of Surveyor for Carrying out Survey Job
2	Tender No	BLC/CFS/Survey Job/19
3	Validity Of Offer	120 days from the date of opening of the technical bid
4	Contract Period	Two years w.e.f. 01.01.2021
5	EMD	Rs.1,00,000/-
6	Downloading / Submission of Tender :	
	a. Starts on	19.10.2020
	b. Closes on	09.11.2020 at 16.00 Hrs
7	Opening of Tenders	As per tender calendar

**GeM Declaration**

***Engagement of Surveyor for Carrying out Survey Jobs are not available in GeM.  
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 company/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
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years (i.e. for financial year 2016-17, 2017-18, 2018-19)
- f. Certificate from bankers about financial soundness.
- g. Experience / Credential Certificate

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h. MSMED / NSIC Certificate if applicable

**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, 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 **Rs.1,00,000/- (Rupees One lakh only)** by **on-line payment link or Bank Transfer** in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd available in e-portal. (In case of difficulty please contact HELP DESK). Offer submitted without EMD will be rejected. However submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's 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. 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 downloads > Bidder Bidding Manual.

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### 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 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.

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.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159
Ravi Gaiwal (Mumbai)	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+91-22-66865633

### 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.

## 2. 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.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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“ 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 up-dation”.

**3. 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 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.

**SCOPE OF WORK**

**OUR REQUIREMENT**

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 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 broad details of Survey work expected to be carried out in our CFS are given below:

Bidder must be in a position to **place at least one person at our CFS with valid International Institute of Container Lessor (IICL) certificate**. (Copy of proof to be attached)

**IMPORT ACTIVITIES**

**Visual inspection of empty/loaded container**

Your surveyors have to manage the entry / exit points round the clock in order to conduct a visual inspection of the containers including verification of load port seal number, exit time of container at the zero gate at port, arrival time at CFS and external condition of the container for damages if any. A damaged container if received has to be detained and the CFS authorities should be informed before letting the container inside the CFS. A summary report has to be submitted every 24 hours giving details of In/Out Transactions to our Company.

**Entry details of PNR arrivals**

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Your surveyor have to enter the Gate In details of loaded container in the online system immediately at CFS and generate the entry pass for arrival of the container.

**Weighment of Import Containers**

Your surveyor has to carry out weighment of all import containers arriving at the CFS and record the details like Container Number, Trailer No., Gross weight, Tare weight etc in a separate register and feed the details into the system and generation of weighment slip to the Company.

Similarly your surveyor has to carry out weighment of import containers at the time of delivery on need basis and feed the details into the system and generate weighment slip to the Company.

Proper intimation of ODC container arrivals with low bed trailers, PO escort details, hazardous containers etc should be given to concerned officers in import operations for proper billing.

**Placement & removal of RFID Tag on Containers**

Providing necessary placing RFID tags on the containers on arrival and delivery of import containers at the above premises. The work has to be carried out on round the clock basis.

**Customs inspection**

Your surveyors have to be present for all customs Inspection of cargo whilst stuffing/de -stuffing. A suitable report has to be prepared at the end of the activity and to be submitted after obtaining endorsements of all the parties who have participated in the activity.

**Seal cutting (Import Loaded container-sealed)**

Your surveyors have to be present prior to cutting of seal from the container by the Customs authorities. The seals have to be inspected for its integrity as well as the number discrepancies if any, before the seal is cut and the same has to be brought to the notice of CFS authorities.

**Survey work to be carried out at import de-stuffing**

Your surveyors have to supervise the de-stuffing of all the Import Containers at the Yard Premises. After completion of de-stuffing, your surveyors have to prepare cargo de-stuffing report and take a proper acknowledgement from the clearing agent regarding quantity delivered on bill of entry copy including wetness / damages to the cargo if any. Thereafter your surveyor has to submit a de-stuffing report of the import container de-stuffed. If any discrepancy is noticed, the same has to be brought to the notice of operation department immediately.

Any future claim from the CHA's/importer regarding shortage/damage to the cargo due to the negligence or failure to take a complete endorsement on quantity delivered and its condition would be debited to surveyor accounts and the claim amount would be recovered from their bills.

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**Scrap De-stuffing**

Your surveyors have to supervise the de-stuffing of all import scrap containers at the yard. You have to maintain a proper record of container de-stuffed, slot location etc. Your surveyor have to supervise the delivery of scrap to the CHA / Importer at the time of loading and be present till completion of loading and to maintain proper records on the no. of trucks loaded container wise and party wise.

**LCL De-stuffing & Delivery**

Your surveyor has to ensure that LCL containers coming into CFS are directly placed near the warehouse. He should thereafter supervise de-stuffing of the container, Line wise and stack them accordingly. Any discrepancy in quantity/quality including damage to the cargo should be immediately brought to the notice of the concerned officer. The area being occupied, line wise is to be measured and recorded. At the time of delivery of each individual lot, the surveyor has to be present for the loading and obtaining acknowledgement from the clearing agent for goods received.

**EXPORT ACTIVITIES**

**Export stuffing**

Your surveyors have to inspect the export cargo on being carted into the export shed / yard with regards to quantity and condition of packing. If any discrepancy is found in quantity or condition of cargo, the same to be brought to the notice of export operation dept. On completion of the cargo arrival you will have to affix the necessary carting slip on the cargo.

- a. The consolidations of the export cargo have to be done as per shipping line instructions and accordingly we will request the labour to stuff the said cargo into the nominated containers which are inspected by your surveyors prior to stuffing, with regards to their cargo worthiness. In the event of any export cargo found damaged it has to be brought to the notice of all concerned.
- b. You have to supervise/tally the stuffing operations and ensure the sealing of the containers after stuffing, with the seals provided by Customs.

**Weighment of Export Containers**

Similarly your surveyor has to carry out weighment of export load containers at the time of exit from CFS on need basis and feed the details into the system and generate weighment slip to the Company.

**RFID Vehicle data entry and scanning of export documents for RFID tracking**

Data entry of all concerned documents such as Shipping Bill / Let Export report, Form 13, Vehicle port pass, Driver port pass, Driving License etc and scanning all export documents for RFID tracking before export containers leaves the CFS for Port. This operation will be carried out on round the clock and Surveyor has to ensure necessary manpower for above operation.



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**Daily Reports**

As part of your survey job, you have to submit daily report to our nominated officer and get their endorsement.

**Export:**

- a. Statement of Cargo arrival
- b. Statement of number of container stuffed
- c. Details of cargo stock position
- d. Details of shutout cargo delivery
- e. Monthly stock report on 1st day of every month.

**Import:**

- f. Details on Import Containers arrived
- g. Monthly stock position of Import Container
- h. Details on Import Containers De stuffed/FCL Delivery
- i. Report on import containers undergone 100% customs inspection

**LCL (Import & Export)**

- a. Details on LCL Containers / Cargo arrived
- b. Details on LCL Container Stuffed / De stuffed (no. of packages, measurement)
- c. Details of LCL cargo delivered / received
- d. Cargo stock position with CBMs / Sq.m.

**Incidental operation**

**Monitoring of Reefer Containers**

The surveyor has to monitor the reefer containers regularly during the course of running of the reefer container. In case of deviation between the Set temperature and actual temperature, report the same to the Company. Record the unit temperatures at every 2 hours and give periodical reports to us.

**Stock verification of import containers and export cargo**

The surveyor has to take physical verification of loaded containers as well as export cargo on 1<sup>st</sup> of every month and reconcile the same with our on line book stock. After completion stock verification, a detailed stock report to be submitted along with discrepancies if any to the concerned operation department.

**Export Shutout Cargo**

The surveyor shall be required to carry out the above job and also supervise the delivery of shutout cargo furnishing no. of cartons and area occupied etc whenever required and reports to be submitted for which no separate payment would be made.

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**Placement & removal of RFID Tag on Containers**

Providing necessary placing RFID tags on the containers on arrival and delivery of import containers at the above premises. The work has to be carried out on round the clock basis. The details of the work \* to be carried out are given below:

- a. Scanning the RFID tag number and the container number in the computer system for placement of tag on arrival and delivery of container separately.
- b. Placing the relevant RFID tag on the container on arrival of container
- c. Removal of RFID tag from the container at the time of delivery of container and updating data in computer system.
- d. Proper maintenance of stock and accounting of RFID tags.
- e. Everyday morning get the de-stuffing report from the surveyor regarding the import containers de-stuffed during the previous day and collection of tags from those import containers in the yard after de-stuffing is completed
- f. Carrying out physical verification of stock of tags, reconcile the same with the online stock and submission of report on 1st of every month.
- g. If there is variance in physical stock and online stock of tags, the cost of shortage tags would be recovered from respective monthly bills of vendor

*\* The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.*

**Other Requirements**

**Bidder must be in a position to place at least one person at our CFS with valid International Institute of Container Lessor (IICL) certificate. (copy of proof to be attached)**

- The proprietor or his authorized representative of successful bidder shall be available on call for any emergent need.
- At least one supervisor shall be deployed at our CFS on regular basis for monitoring the day-to-day supervision and co-ordination of survey operations.
- Company has computerized maintenance of all operational data, reports etc. through a suitable software program. For this purpose, the personal deputed to CFS should have required qualification and experience to operate the computer. The required software like CFS operating package and weighment package will be installed by us. Two PCs would be provided by BL-CFS to carrying out online entry in the CFS package which will be installed in CFS gate office and in weighment room.
- The surveyor will have to render necessary assistance to Balmer Lawrie in Preparation and lodgment of all claims including insurance claim pertaining to cargo and container without any additional charge.

## **GENERAL TERMS AND CONDITIONS**

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

- a. Payment of Interest Free EMD of Rs 1,00,000/- (MSME and NSIC bidders are exempted from payment Subject to submission of proof of valid certificate)
- b. Bidder Should have at least 5 years' experience in doing survey work at any CFSs / ICDs / Ports / Empty plots in India as on 30.09.2020 (Proof to be attached)
- c. Should have minimum average turnover of Rs. 30.00 lakhs per year during the last 3 financial years ending 31.03.19 (i.e. for financial year 2016-17, 2017-18, 2018-19). A certificate from chartered accountant certifying turnover of the mentioned financial years (2016-17, 2017-18, 2018-19) to be submitted.
- d. At least one person of the bidder must have valid Marine Surveyor license issued by the Ministry or statutory authority (copy of license to be attached)
- e. Bidder should have PF/ESI registration (Proof to be submitted)
- f. The bidder must submit bankers solvency certificate for Rs.5.0 lakhs issued by their bankers valid for six months from the due date of submission of tender (Proof to be submitted)
- g. The bidder should not have been black listed in any of the PSU's or private organizations. Self-certification to this affect would need to be provided on contractor's letter head. If this turns out to be false on verification by BL, the contract may be terminated/the bidder may be blacklisted permanently for all future jobs for the entire company.
- h. Bidder must be in a position to place at least one person with valid International Institute of Containers Lessor (IICL) Certificate at our CFS. ( Copy of Proof to be attached )
- i. Bidder should submit Integrity Pact in prescribed format attached herewith in tender document.

### **2. 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.

### **3. Tender Opening**

- [A] Unpriced [Technical-Commercial] Bid Opening

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

- [B] Price Bid Opening

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**4. Acceptance of offers**

- a. 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 quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. The overall L-1 status would be determined by looking at the total value quoted by the bidder.
- d. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.
- e. Bids from the tenderer carrying out similar CFS business will not be considered to avoid the conflict of interest.

**5. Negotiations**

- a. 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.
- 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 finalise the tender.

**6. 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 valid for a period of minimum 120 days from the date of opening the technical bid.

**7. Notification of Award**

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

**8. Earnest Money**

The bidder is required to submit an interest free EMD of Rs.1,00,00/- (One Lakh only) by on-line payment link or Bank Transfer through NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd available in e-portal. The EMD of successful bidder would be retained till completion of contract. The EMD would be forfeited by Balmer Lawrie & Co Ltd in the event of bidder's failure to

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perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract.

***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
- f) The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract.

**9. Contract Period**

The contract will be for a period of [24 months effective from **01.01.2021**] or such date as may be mutually agreed. On satisfactory performance during the initial contract period, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions by mutual agreement.

**10. Security Deposit**

Security Deposit for [**Rs.2 lakhs**] has to be submitted in the form of a Bank Guarantee, as per prescribed format of the Company is required to be submitted by the successful bidder against non-performance of contract during the contract period. Alternatively successful bidder may deposit Security Deposit in form of DD in favor of the company. This performance guarantee will not bear any interest.

**11. Validity of Rates**

The quoted rates shall be kept valid for acceptance for a period of 120 days from the date of opening the price bid. The rate should be kept firm throughout the contract period.

**12. Volume of work**

No definite volume of work would be guaranteed during the tenancy of contract. However we expect to handle a volume of around 74,300 TEU's of import and 23,550 TEU's of export approx during the contract period. The estimate is furnished to the tenderers without prejudice and without any commitment on the part of Balmer Lawrie & Co Ltd.

No assurance is given about any item of work at any time during validity of contract. The nature of work will be subject to variation depending upon the business requirements. Any variation / addition/deletion in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted in the tender and shall not be a ground to any claim of compensation.

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**12. Penalty due to non-performance**

In case of bidder failing to honor the terms and conditions of the contract, the company shall be at Complete liberty to make alternate arrangements at bidder's "**Risk & cost**" and any additional cost incurred by the Company in the event of bidders failure to perform the work as per the work order issued to them and cost incurred by the Company in this regard would be fully recovered from the surveyor bills.

**13. Payment Terms**

Payment shall be made within 30 days after submission of bills. Appropriate tax, as applicable from time to time shall be deducted from the bills as per the statutory regulations.

**14. 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 consent in writing from Balmer Lawrie. 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 contractor.

**15. 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.

**16. 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 +15% range, 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 MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor. If more than one number of MSE vendors have quoted the rate with in the price band of L1 +15 % then the rate of lowest among them will be considered and he will be given 100 % value subject to matching the L1 price of non MSE vendor.

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**17. Declaration of UAM by MSME vendors**

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012

Micro & small scale manufacturing/ service units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

**18. 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.

**19. 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 as per current applicable rate on 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.

**20. Safety and penalty:**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence of your personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal Protective Equipment all the time during the working hours and must follow all laid down safety norms of CFS without any deviation.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 500/- will be charged.

**21. General Safety, Security & Other Regulations –**

The laid down safety and security rules and regulation of BL-CFS, Manali, Chennai, shall have to be strictly adhered to. The contractor shall ensure that their surveyors compulsorily use proper safety equipment's (PPEs). The vendor should conduct tool box talk regularly with the staff deployed by them. The contractor shall allow only those workers who have the authorized gate entry permits.

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Vendor must provide his personnel the Safety Shoes, Reflective Jacket and Helmet for being posted in Balmer Lawrie- CFS to execute the Job under this contract and should ensure that they wear them on day to day basis. Non-compliance of the same shall be taken up very seriously and may even lead to the cancellation of the contract

The selected contractor shall comply with the provisions of the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity Acts, etc. or any other Acts/ Rules, which are applicable as per the Statute, in respect of the workmen/ personnel employed by him.

**22. ESI/PF/Other Statutory obligations**

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

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

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder at the Company's premises.

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment. All the operators should undergo a eye test and submit the proof of fitness for operating the Reach Stackers.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him 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 the contractor.

The company reserves the right to add/alter terms and conditions of tender documents including cancellation of tender any time without assigning any reason whatsoever.

**23. Addition/alteration of Tender Document**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons



#### **24. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and 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 and 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 :BLC/CFS/Survey Job /19 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

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**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	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registered under MSMED act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	
<b>16</b>	MSMED vendor must state whether they belong to SC/ST Category	

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Schedule – A (IMPORT)						
SI No	Schedule of Activities	Estimated Qty for Two Years		Rate Per Unit (In Rs.)		Total Value
		20 Ft	40 Ft	20 Ft	40 Ft	
a)	<b><u>Gate in survey of Load container</u></b>					
	Visual inspection of Load Container entry into CFS, check the external condition of container like damages and verification of customs & load port seal and entering gate in details of loaded containers in CFS online system and release of computer entry pass . Carrying out weighment of import containers on arrival at the CFS and on exit from CFS , record the container no., trailer no., gross and tare weight details in a separate register and in the system and generating weighment slip to company. Placing and removal of RFID tags on containers during arrival and delivery.	47700	13300			
b)	<b><u>Gate out survey of Load Containers;</u></b>					
	Inspection of Load Container exit from CFS including seal verification, condition of the container. Removal of tags from containers after containers are de-stuffed and Entering and cancellation of the tag numbers in our online system as per the scope of work given in Page No. 9 of tender document	39100	10500			
c)	<b><u>Seal cutting for customs inspection</u></b>					
	Custom inspection of import containers including verification of custom seal/load port seal nos. before seal cutting.	19250	9500			
d)	<b><u>De-stuffing of FCL Containers</u></b>					
	Supervision of de-stuffing import cargo & delivery, including seal verification and make a suitable report to be prepared after de-stuffing and get the party's signature on de-stuffing report/tally sheet.	8230	2240			

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e)	<b>De-stuffing of LCL containers</b>					
	Supervision of LCL import containers including seal verification, no. of packages de-stuffed, measurement of space occupied by the cargo line-wise in sq.mtrs and preparation of de-stuffing report	370	560			
f)	Supervision of LCL import cargo delivery (rate per delivery)	11000				
g)	<b>Weighment of import containers (Delivery)</b>					
	Carrying out weighment of import containers on arrival at the CFS and on exit from CFS , record the container no.,trailer no.,gross and tare weight details in a separate register and in the system and generating weighment slip to company. <b>Rate per box</b>	2400	600			
h )	<b>Monitoring of import reefer containers</b>					
	Verification of set temperature of the cargo and Plugging the reefer containers at the reefer point and regularly monitor the reefer containers once in two hours, de-plugging the container, recording the units of power consumed at the time of delivery of the container. <b>Rate per shift Per Container</b>	10000				
<b>TOTAL IMPORT VALUE</b>						

<b>Schedule – B (EXPORT)</b>						
SI No	Schedule of Activities	Estimated Qty for Two Year		Rate Per Unit (In Rs.)	Rate Per Unit (In Rs.)	Total Value
		20 Ft	40 Ft	20 Ft	40 Ft	
	<b>FCL export</b>					
a)	<b>Gate in survey of empty container:</b>					
	Visual inspection of empty container entry into CFS, check the external condition of container like damages.	13490	4130			
b)	<b>Survey of Cargo &amp; Stuffing:</b>					

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	Supervision of cargo unloading, checking whether correct quantity is received and condition of the cargo, stacking & identification of marks & Nos. and place stack card on the stocks, coordination of customs inspection and supervision of FCL stuffing operations and ensure correct quantity is stuffed as per shipping bill and preparation of stuffing report.	13440	4080			
<b>c)</b>	<b><u>LCL export</u></b>					
	Supervision unloading of cargo, checking whether correct quantity is received and condition of the cargo. Coordination of customs inspection and supervision of stuffing operations and ensure correct quantity is stuffed as per shipping bill and measurement of cargo volume in CBM by shipping bill wise preparation of stuffing report.	50	50			
<b>d)</b>	<b><u>Gate out survey of Load Containers</u></b>					
	Inspection of Load Container exit from CFS including seal verification & condition of the container. Scanning of Export Documents for RFID tracking	14090	4730			
<b>e)</b>	<b><u>Weighment of export containers</u></b>					
	Carrying out weighment of export containers on exit from CFS , record the container no.,trailer no.,gross and tare weight details in a separate register and in the system and generating weighment slip to company. <b>(Rate per box)</b>	14090	4730			
<b>f)</b>	Gate In survey of Export Load Containers Entry in to CFS including seal verification & condition of the container	600	600			

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h)	<b><u>Monitoring of Export reefer containers</u></b>					
	Verification of set temperature of the cargo and Plugging the reefer containers at the reefer point and regularly monitor the reefer containers once in two hours, de-plugging the container, recording the units of power consumed at the time of delivery of the container. <b>Rate per shift Per Container</b>	2000				
	<b>TOTAL EXPORT VALUE</b>					
	<b>TOTAL (IMPORT + EXPORT)</b>					
	<b>GST (18%)</b>					
	<b>GRAND TOTAL</b>					

Annexure- 1

### **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.

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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**



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- 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.

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- 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.

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

**Section 9 - Pact Duration**

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

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

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

**Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

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- 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 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.

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- 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



**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.

Contd.../2..

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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 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**

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)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 facts committed in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

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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 facts 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.

**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.
- 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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