



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

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CIN - L15492WB1924GOI004835

Public e- TENDER NO: BL-CFS-KOL/YARD REPAIR/38/20-21

TECHNICAL / COMMERCIAL BID

Tender Document

**TENDER FOR BITUMINOUS REPAIR WORKS AT CFS,
KOLKATA- 700 088**

DUE DATE FOR SUBMISSION

26.02.2021 BY 4:30 P.M.

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**CHECK LIST FOR SUBMISSION OF TENDER
(TO BE SUBMITTED WITH UN-PRICED PART)**

Tenderers are requested to fill up this Check List and attach supporting documentary evidence.

Sl No.	Submission of Document	Bidder's Confirmation/Submission (Yes / No)
1	Earnest Money Deposit	
2	120 days validity of the offer confirmation	
3	Audited Annual Reports (for past three years)	
4	Copy of Purchase Order and Completion Certificates/commissioning report for similar works as per Pre-qualification Criteria	
5	Authorization Letter from OEM for dealers	N.A.
6	Power of Attorney of the Signatory	
7	PAN	
8	Provident Fund Registration	
9	GSTIN Registration	
10	Valid MSE Registration certificate as per NIT	
11	In case of SC/ST or woman entrepreneur, please provide details as per tender	
12	Price Schedule in Un-priced Bid duly blanked out and signed	
13	Tender Document (along with addendum if any) duly signed and stamped on all pages	
14	Price quoted strictly as per Tender price schedule	
15	Payment Terms in compliance to tender requirement	
16	Delivery Period in compliance to tender requirement	
17	LD clause in compliance to tender requirement	
18	Defect Liability Period in compliance to tender requirement	
19	All others Technical & Commercial Terms & Conditions shall remain unaltered as per Tender document	

NOTICE INVITING E-TENDER

Part I- Unpriced Bid

On line bids in Two Bid System are invited from the reputed and experienced Vendors , who fulfill the eligibility criteria mentioned in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for **BITUMINOUS REPAIR WORKS AT CFS.**

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	TENDER FOR BITUMINOUS REPAIR WORKS AT CFS
2	Tender No	eTender No.: BL- CFS-KOL/YARD REPAIR/38/20-21
3	Validity Of Offer	120 days from the due date of the tender
4	Completion Period	Three months in 2-3 phases. Every phase to be completed in 3 weeks from the start of phase as informed by Engineer -in-charge (EIC)
5	EMD	NA
	Downloading / Submission of Tender :	
7	a. Starts on	15.02.2021 at 13:00 am
8	b. Closes on	26.02.2021 at 04:30 pm
	Opening of Tenders	On or after due date and time for submission.

GeM Declaration

BITUMINOUS REPAIR WORKS AT CFS was not available in GeM for the location GeM NAR id : GEM/GARPTS/04012021/7ZZEMII9QWTL ; Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of 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 two years

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> EMD is not applicable in this tender. Bid Security Declaration is to be uploaded. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. 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.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

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.

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.
- 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.
- 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.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company 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.”

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 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.

Scope of Work

The tender is meant for repair maintenance of damaged Bituminized and Concrete yard through various steps of works/ jobs as briefed in BOQ. All job needs to be undertaken complying the BOQ specifications, Technical Specifications and General Terms & Conditions mentioned in the NIT/Tender Document.

The Scope of work of this tender consists of providing material, equipment, plant & machinery, labour, transport, tools and tackles, required services etc for the above mentioned subject works , at our Container Freight Station, as described in technical specifications, general terms and conditions and Price schedule and as mentioned elsewhere in this tender

TECHNICAL SPECIFICATIONS

GENERAL SPECIFICATION

Details Technical Specifications along with the process of work to be followed while carrying out such repair works,

1. **Surface Preparation for Pot Holes Repair:** - Surface preparation for Pot Holes repair consists of marking each of the pot holes in square shape to the extent possible, remove all the unwanted materials such as any loose materials or brick bats, brick dust or any other construction materials manually or by using the desired equipment. The depth of excavation should be such that it reached upto firm level. Each pot holes to be jointly signed and recorded by the contractor and jointly signed by the engineer in charge. The removed materials are required to be stacked in such a way that it is not affecting the general operations of CFS. After removal of the materials the same is removed from the premises in the lorry as per BOQ Item No. 1.
2. **Surface Preparation for Bituminous Road Repair:-**

- a. Surface Preparation for laying of bitumen where there is no scarifying is required. – The above surfaces are required to be prepared by removing all the loose stone metals including the bituminous surface up to the depth of hard layer and disposing the unwanted materials outside the premises or as directed by engineer in charge.
- b. Surface preparation for laying of bitumen where scarifying is required – The surface preparation consists of scarifying the existing bituminous layer upto 50 mm deep, roughening the old black top surface with the help of 50mmx50mm furrow at 45 deg at not more than 0.5m c/c. The reusable scarified materials to be dumped as per the instruction of engineer in charge and the surplus or unusable materials to remove to outside the premises.

3. Laying of WBM :-

Stone Aggregate

For WBM construction stone metal grade – I & II of hard granite or equivalent as approved by Engineer-in-Charge shall be used. River borne or weathered stone metal shall not be used for the work. The stone metal and aggregates shall not be obtained from the rock which has been exposed to atmosphere for a long time. They shall be clean, hard, durable of fairly cubical shape and free from excess flat, elongated, soft & disintegrated particles, fracture, cleavage, dirt & other deleterious materials and organic impurities. The aggregates shall preferable be hydrophobic and low porosity. The aggregates shall satisfy the physical requirements as set forth in Table I.

Sr. No.	Type of Construction	Type of Construction Test	Test	Requirement
1	Sub-base	Los Angeles Abrasion Value or Aggregate Impact Value	IS-2386 (Part –IV) IS-2386 (Part-IV)	60% Maximum *50% Maximum
2	Base	Los Angeles Abrasion Value or Aggregate Impact Value Flakiness Index	IS-2386 (Part –IV) IS-2386 (Part-IV) IS – 2386 (Part –I)	60% Maximum *50% Maximum **15% Maximum
*Aggregates may satisfy requirements of either of the two tests. ** The requirements of flakiness index shall be enforced only in case of crushed / broken stone				

Sand / Stone Dust

Sand/ Stone dust shall be clean, hard durable, uncoated, dry and free from injurious soft or flaky pieces and organic or deleterious substances. Quality of sand/ stone dust shall conform to IS: 383.

Supply and stacking of materials

Stone metal, boulder, sand, stone dust etc.

Ground where stacks are proposed to be made shall be cleared, leveled or dressed to a uniform slope and all lumps, depressions etc. shall be removed. The stacked material shall be free from vegetation and other undesirable material. All rejected materials shall be immediately removed from site.

Stone metal and boulder shall be stacked in convenient units of one metre top width, 2.2 m bottom width, 60 cm height and of length in multiples of 3 meter. Template of wood

or steel shall be used for making the stack and shall always be kept at site for check measurements.

Sand or stone dust shall be stacked in convenient units of one cum. The stack shall be made with wooden boxes open at both ends and of 2 m x 2 m x 0.25 m dimensions. These boxes shall always be kept at site for stacking and check measurements

The stacks shall be uniformly distributed along the road side and shall be numbered serially. The number plate shall be planted on each stack which shall remain in position until the stack is used in the work.

Sample of materials shall be got approved from Engineer-in-Charge before the material in bulk is brought to the site.

ROLLING

Rolling shall be done by 80 / 100 KN smooth wheeled power roller (3 wheel or tandem) or vibratory roller of 80 – 100 KN static weight. Rolling shall start as soon as possible after the materials have been spread, deploying a set of rollers as the rolling is to be completed in limited time frame. Rolling shall be done with care to avoid unduly roughening of the pavement surface. The roller shall move at a speed not more than 5 km / hour.

Rolling of longitudinal joints shall be done immediately behind the paving operation. After this the rolling shall commence at the edges and progress towards the centre longitudinally, except that on super elevated and uni-directional cambered portions, where the rolling shall proceed from inner edge to the outer parallel to the centre line of the pavement. First the edge / edges shall be compacted with roller running forward and backward. The roller shall then move inward parallel to the centre line of the road, in successive passes uniformly lapping proceedings tracks by at least one-half width of WBM.

When the roller has passed over the whole area once, any high spots or depressions which become apparent shall be corrected by removing or adding mix material. The rolling shall be continued till the entire surface has been rolled to 95% of the Proctor's density, there is no crushing of aggregates and all roller marks have been eliminated. Roller shall not stand on newly laid material while there is a risk that surface will be deformed thereby.

Time Schedule for Rolling Operations

The minimum duration for rolling shall be governed by the guidelines set forth in Table-3. However, Engineer-in-Charge shall have the full authority to increase the duration to an extent as he may deem necessary, to satisfy himself that the compaction must comply with the specifications.

Table-3

Sr. No.	Items	Duration	Surface Area
	Preparation of Sub-grade	1 hour	200 sqm
	75 mm thick WBM with Stone Metal Grade – II	1 hour	50 sqm
	150 mm thick WBM with Stone Metal Grade – I	1 hour	100 sqm

Proportioning of Materials

Approximate quantities of coarse aggregate and stone screenings required for Water Bound Macadam base / sub-base course shall be as mentioned in Table-7.

(Quantity for 10
Sqm Area)

Classification	Size / Range	Compacted Thickness	Net Quantity	Stone Screening		Binding Material
				Grading Classification & Size	For WBM Sub-base / Base Course (Net Quantity)	
Grade – I	45 mm – 90 mm	100 mm	1.245 m ³	Type-A (13.2 mm)	0.285 m ³	0.10 m ³
Grade – II	45 mm – 63 mm	75 mm	0.935 m ³	Type-A (13.2 mm)	0.135 m ³	0.09 m ³

SURFACE FINISH

CONTROL OF ALIGNMENT LEVEL & SURFACE REGULARITY

General

All works to be performed shall conform to the lines, grades, cross-sections and dimensions shown on the drawings or as directed by Engineer-in-Charge, subject to the permitted tolerances described hereinafter.

Horizontal Alignment

Horizontal alignment shall be reckoned with respect to the entire line of the carriageway as shown on the drawings. The edges of the carriageway as constructed shall be correct within a tolerance of +/- 10 mm there from. The corresponding tolerance for edges of the roadway and lower layers of pavement shall be +/- 25 mm.

Surface Levels

The levels of the sub-grade and different pavement courses as constructed, shall not vary from those calculated with reference to the longitudinal and cross-profile of the road shown on the drawings or as directed by the Engineer-in-Charge beyond the tolerances mentioned in Table -4.

Sub-grade	+ 20 mm / - 25 mm
Sub-base	
Flexible Pavement	+ 10 mm / - 20 mm

Provided, however, that the negative tolerance for wearing course shall not be permitted in conjunction with positive tolerance for basic course, if the thickness of the former is thereby reduced by more than 6 mm for flexible pavement and 5 mm for concrete pavements.

Surface Regularity

The longitudinal profile shall be checked with a 3 metre long straight-edge at the middle of each traffic lane along a line parallel to the centre line of the road.

The maximum allowable difference between the road surface and underside of a 3 m straight-edge when placed parallel with, or at right angles to the centre line of the road at points decided by the Engineer-in-Charge shall be as under:

For WBM Sub-base / Base Course 8 mm

Rectification / Reconstruction of Defective Macadam

Where the surface regularity of sub-grade and the various pavement courses fall outside the specified tolerances, the contractor shall be liable to rectify these at their own cost in the manner described below and to the satisfaction of the Engineer-in-Charge.

Sub-Grade

Where the surface is high, it shall be trimmed and suitably compacted. Where the surface is low, the deficiency shall be corrected by scarifying the lower layer and adding fresh material and re-compacting to the required density.

WBM (Sub-base / Base Course)

Where the surface is either high or low, the course to its full thickness shall be scarified over the affected area, reshaped with added material or removed and replaced with fresh material and re-compacted to the required density. In no case shall depressions be filled up with screenings or binding material.

4. Bituminous Macadam, Semi dense bituminous concrete, 20mm thick bituminous carpet and Seal Coat: - The specification is to be followed strictly as per BOQ without any deviations.



GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a) EMD Not applicable.. Bidder have to submit “Bid Security Declaration” stating that if the bidder
- i) Withdraws the offer during validity period of the offer
 - II) Non acceptance of order by the bidder within the stipulated time after placement of order.
 - III) Any unilateral revision made by the bidder during the validity period of the offer
 - IV) Non submission of Security Deposit
 - V) Bidders submitting false/fabricated/bogus documents in support of their credentials
- then the bidder will be put on banned list for 1 year and will not be able to participate in any tender for that period. The declaration is to be given on the letter head of the bidder.**

- B) The tenderer/bidder should have successfully involved in repairing of bituminous yard repairing work, road laying or pavement laying work 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 **Rs 20 Lakhs** or
 - b) **2 jobs** each of value not less than **Rs 25 Lakhs** or
 - c) **1 job** of value not less than **Rs 40 Lakhs**

Other than bituminous road laying work no other work will be considered as similar work

Copy of work orders and completion certificates from reputed clients in India and abroad should be enclosed as supportive documents. Order copy issued by the BL to the consultant shall also be furnished if the completion certificate is issued by the consultant on behalf of the BL. The completion certificate should include following Details :-

1. Work order reference along with completion certificate as main or sub-contractor clearly specifying the job.
2. Total amount of work in ₹ completed against work order.
3. Date of completion/ Duration.
4. Name of agency executed.

Such works shall be carried out by the party directly in their name. Sub-Contracting from main contractors shall cause dis-qualification

The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be considered while evaluating the individual work order value.

5.TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

6.Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate

certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate of applicable service tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

- a) Should have minimum Average Financial Turnover of Rs. 50.0L per year during the last 3 financial years ending with March 2020(Proof to be attached). preferably in related business. The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account for last 3 years. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same
- d) The Bidder must have GST, ESI and PF registration (Proof & last challan to be attached)
- e) The bidder 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 provided 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.
- f) Bidders are required to submit Bank Certificate of their satisfactory transaction of average Rs.30 lakhs in each of last 2 years period or an average balance of Rs.10 Lacs in their Bank Account/Accounts.
- g) The bidder has to upload signed and stamped copy of the integrity pact as given in attachment-V

02. 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.

03. 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.

04. Acceptance of offers

4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

4.3 a) Bidders will be selected through evaluation of their Unpriced Bids based on fulfillment of pre-qualification criteria i.e. submission of all required PQ documents & other required documents, EMD/MSME Certificate as per the instructions contained in the tender document. Price Bids will be opened only for the bidders whose Unpriced Bids (Part-I) are found to be acceptable. The tenderer shall fill the rates & amounts both in words and figures in the online price bid only. The amount against each item is also to be filled in. In case of any discrepancy, the amount quoted in words shall be taken as correct. L1 Bidder will be determined based on total basic amount for the job. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

b) **RATES AND OTHER ENTRIES**

(a) The tenderer should quote for all items in the Schedule of Rates/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.

(c) Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

4.4 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

4.5 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.

4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. Negotiations

5.1 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.

5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

06. Price Variation

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the due date of the tender

07. SITE VISIT.

The Tenderer, at the Tenderer's own cost/responsibility is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for execution of the work.

08. Notification of Award

Prior to the expiration of the period of Bid validity, BL will issue letter of intent on the successful bidder(s). Work order will be given on submitting the security deposit and work has to be commenced within 7 days of receipt of work order in consultation with the Engineer-in-charge.

09. Power

Power for general lighting required for the work shall be provided by the company.

10. Completion Period

Time is the essence of the contract. The Job shall be completed within 2 (Two) months from the date of handing over of site. The site shall be handed over as and when available.

The tenderer shall submit their plan to complete the whole work according to the overall time allowed for the execution of work as given in the Tender Documents and NIT. The allowed time for completion of the work as per the NIT includes contract agreement signing and mobilisation of manpower and equipment at site.

- (i) The contractor shall complete in all respects in accordance with the Contract, the entire work within the time specified in the Time Schedule.**
- (ii) It is the contractor's responsibility to prepare and submit to the Owner / EIC, (Engineer In-charge) a Progress Schedule the dates of progress as fixed by the Engineer in Charge being final and binding upon the contractor except as herein otherwise expressed provided and shall then be the Approved Progress Schedule.**
- (iii) The application for extension of time made by the Contractor to the Engineer in Charge should contain full details of**
 - a. The activity for the Progress Schedule affected.**
 - b. The bottlenecks or obstructions perceived/ experienced, and the reasons therefor,**
 - c. Extension required/ necessitated on account of b above**
 - d. Extension required/ necessitated on account of reasons attributable to the Owner,**
 - e. Extension required/ necessitated on account of force majeure reasons, and**
 - f. The total extension of time if any required/ necessitated for completion, taking the above into account and after eliminating all overlaps.**
- (iv) The opinion/ decision of the Engineer in Charge in this behalf and as to the extension of time necessary shall be final**

11. Payment Terms

- i) 90% of the basic order value along with full taxes shall be paid after completion of work and submission of bill/invoice along with relevant measurement and joint inspection certificates .**
- ii) 10% of the basic order value shall be paid against submission of PBG (Performance Bank Guarantee) of equivalent amount valid for the entire defect liability period from the date of issue of completion certificate. PBG shall be submitted before issuance of completion certificate.**
- iii) No mobilization advance will be paid and no advance payment will be done.**

12. Security Deposit

- (i) The successful bidder shall deposit an amount of 3% of the total contract value within seven days from the date of Letter of Intent (LOI)/Work order whichever is by way of Demand Draft in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata as Security deposit. Bank Guarantee in the prescribed format, issued by Scheduled Commercial Bank can also be accepted by the company in lieu of the deposit. The security deposit will be refunded after 03 months of successful completion of contract period.**

- (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.
 - (v) 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.

The Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of acts of omission/commission/gross negligence on the part of the contractor or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie to its customers or failure of the successful bidder to execute the work as per terms and conditions of the contract without prejudice to the other right or action that the Company is entitled to. The Security Deposit after adjustment, if any, may be refunded to the contractor after successful completion of the contract and after settlement of all dues.

13. Liquidated Damages

- (i) **If the contractor is unable to complete the jobs specified in the scope of work within the period specified in the tender document, the contractor may request the owner (Balmer Lawrie) for extension of time with unconditionally agreeing for payment of LD. Upon receipt of such a request, owner may at its discretion extend the period of completion and shall recover from the contractor, as an ascertained and agreed Liquidated Damages, a sum of 0.5% of Executed value /amended value whichever is higher (excluding taxes & duties) for each week of delay or part there of subject to a maximum of 5% of Executed value /amended value whichever is higher (excluding taxes & duties)**

The parties agree that the sum specified above is not a penalty but a genuine pre estimate of the loss / damage which will be suffered by the owner on account of delay / breach on the part of the contractor and the said amount will be payable without proof of actual loss or damage carried by such delay / breach.

- (ii) Notwithstanding what is stated in Clause above, the Owner 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.

14. Performance Guarantee & Warranty

- (i) Performance Guarantee:
 - a) The contractor shall guarantee that the workmanship of work done is as specified in the tender schedule and wherever there is nothing specifically mentioned shall correspond to the best available grade and quality as required for the application.
 - b) The contractor shall also guarantee that the work done shall be as per prevailing relevant standard, codes and statutory practices / stipulations.

- c) The contractor shall guarantee the work done d by him against defective materials, poor workmanship, , operation inadequacies & problems and failure from normal usage, for a period of 12 (twelve) calendar months after final acceptance of the work by the BL and issue of completion certificate
- (ii) Warranty:
The Contractor will rework the defects found which shall be notified to him in writing within the Defect Liability Period provided that such defective work are promptly rectified and reworked by him free of cost.

15. Purchase preference policy for MSE Vendors

(i) 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 execute a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

(ii) This is a no split tender

16. 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.

17. 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:

- 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 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/**she** has been deployed.

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.

18. Third Party Liability Insurance: The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property. **Site handover would not be done unless Insurance documents are handed over to Executing Authority,**

19. 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.

20. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

21. Termination

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.

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.

3. Termination for unsatisfactory performance

4. 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.

5. 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.

The contract may be terminated by either party by giving at one months notice if any kind of penalty is imposed for 3 times. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

22. Force Majeure Conditions:

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 Engineer-In-Charge 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.

23. 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.

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

24. EXTRA ITEMS OF WORK

During the course of execution of the work, should the contractor come across items of work which are not covered under the Schedule of Rate or not included therein, the Contractor shall draw the attention of the Engineer-in-Charge to the same and such items of work shall be treated as extra only with the prior approval of Engineer-in-Charge in writing. Contractor shall submit a quotation along with the rate analysis for such accepted extra items before he commences work or purchases the materials in connection with such items.

For extra items, rates shall be derived from similar item rates included in the schedule of work. Where there is no such similar item available in the schedule, rate shall be analysed as follows:

Rate for extra item = Cost of material (a) + cost of labour inclusive of all necessary tools, tackles, equipment, machinery and consumable (b) required to carry out the work + 15% of (a+b) towards profit and overhead + taxes, duties etc.

25. **INSPECTION & TESTING**

All work will be subject to inspection by BL/authorized representatives of BL as per the relevant codes, standards and specification. All arrangement & costs, if any, for conducting tests during inspection at vendor's works will be deemed to be included in the quoted prices.

It shall be the option of BL/ authorized representative to allow the Vendor to redo the work or to cancel the Order for the goods rejected. All costs for carrying out inspection including that required for making arrangements for the same shall be borne by the contractor.

26. **COMPLETION CERTIFICATE**

- (i) When Contractor fulfils his obligation under clauses he shall be eligible to apply for Completion Certificate. Contractor may apply for separate Completion Certificate in respect of each such portion of Work by submitting the completion Documents along with such application for Completion Certificate.

The Engineer-in-Charge shall normally issue to Contractor the Completion Certificate within one(1) month after receiving an application therefore from Contractor after verifying from the completion documents and satisfying himself that work has been completed in accordance with and as set out in the technical specifications and BOQ, and the Contract Document and rectification of defects if any.

Contractor, after obtaining the Completion Certificate, is eligible to present the Final Bill for Work executed by him under the terms of Contract.

- (ii) Within one (1) month of completion of work in all respects, Contractor shall be furnished with a certificate by the Engineer-in-Charge, of such completion, but no certificate shall be given nor shall work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off Site completely nor until work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. Work will not be considered as complete and taken over by BL, until all the temporary works, constructed, are removed and the worksite cleaned to the satisfaction of the Engineer-in-Charge.

If Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of Work, Engineer-in-Charge may at the expenses of Contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

- (iii) For the purpose of clause, the following Documents will be deemed to form the completion Documents:

- (a) Joint Inspection Report
(b) Completion proof for any job that has to be re-done or re-worked due to poor workmanship/substandard quality of work
(c) Removal of all equipments and debris or any other material from the site of work
Contractor should also submit the necessary documents before bringing in or taking out their own materials/equipment from the site. No material/equipment can be taken out from site without prior approval of Engineer-in-Charge.

27. FINAL CERTIFICATE

Upon expire of the period of defect liability and subject to the Engineer-in-Charge being satisfied that work have been duly maintained by Contractor, during such period as herein before mentioned and that Contract has in all respect duly made up any subsidence and performed all his obligations under Contract, the Engineer-in-Charge shall (without prejudice to the rights of Balmer Lawrie to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and Contractor shall not be considered to have fulfilled the whole of his obligations until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon Work and taking possession, working or using of the same or any part thereof by Balmer Lawrie Contractor shall provide Balmer Lawrie with a certified satisfactory to both that all privileges, liens, claims, obligations and liabilities against or chargeable to the Owner have been fully paid, satisfied and released and that Contractor has no claim(s) against Balmer Lawrie.

28. HSE Clause

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

B. The list of safety violations have been classified in the following categories :

Category	Details of Violation
Minor violation	Annexure-1
Subsequent-Minor violation	Annexure-1
Major violation	Annexure-2
Subsequent-Major violation	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

C. The penal actions for different types of violations will be as under :

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-

Subsequent-Major	As listed in Annexure-2	Rs.10,000/-
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Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

ANNEXURE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;

27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

ANNEXURE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL- CFS-KOL/YARD REPAIR/35/20-21 and hereby confirm our acceptance of the same.

Place : _____ Signature of Tenderer

Date : _____ Name & Address

Telephone Nos.

Office:

Fax Nos. :

Attachment-1
PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./ LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

Attachment _II

DETAILS OF EXPERIENCE

Tenderer shall give information of similar supply carried out during past seven (7) years strictly as per the proforma given below.

Sl. No.	Full particulars of similar works made by the Vendor	Work Order Value	Completion time as stated in the Order	Actual Completion time	Year of completion	Name & Postal address of Client with Telephone/Fax No.
1	2	3	4	5	6	7

Certified that the above information is correct.

Attachment-III
DEVIATION STATEMENT (IF ANY)

Please list clearly all Techno-commercial tender clauses against which a deviation / exception sought failing

which it shall be deemed that the vendor has accepted the tender clause.

SL. NO.	TENDER REFERENCE (Page no., Clause No., Paragraph)	SUBJECT	DEVIATION / EXCEPTION PROPOSED

ATTACHMENT – IV

QUALITY PLAN

Please include all tests to be carried out by Vendor'and the tests to be witnessed by BL / their Authorized representative

Sl. No.	Activity	Examination by Manufacturer	Inspection by BL / Authorized Representative	Records to be submitted by Manufacturer

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.:

Name of Work:

I/ We, the authorized signatory of M/s, participating in the subject Tender

no.: xxxxx for the job of "-----" do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ We fail to execute formal contract agreement within the given timeline OR I/ We fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract (s) of Indian Oil Corporation Limited for a period of one year from the date of committing such breach.

Place :

Signature and seal of authorized signatory of Bidder:

Date :

Name of authorized signatory :

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated

below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. or its Administrative

Ministry (presently the Ministry of Petroleum & Natural Gas) or Govt of India , except as indicated below :

(Here give particulars of blacklisting or holiday listing and in the absence thereof state "NIL")

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Ltd.

or its Administrative Ministry (presently the Ministry of Petroleum and Natural Gas), except as indicated below :

(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its

Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder: _____

Date :

Name of Signatory : _____

ATTACHMENT -V

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

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

(For & on behalf of the Principal)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

Witness 2 :
(Name & Address)

Annexure-A

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



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

1. 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.

2. A. Definitions

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

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

- A.2 "Fraudulent Practice" means and includes any act or omission committed by agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/order.
- A.3 "Collusive Practice amongst bidders(prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non- competitive levels and to deprive Balmer Lawrie of the benefits of free and open competition.
- A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 Poor Services means services which are not acceptable to Balmer Lawrie in terms of specifications, quality, quantity, timeliness and not as per the verbal/written advice of dealing Executive/Officer of Balmer Lawrie.
- A.6 Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"
- A.7 "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (I/C) for SBUs/Functions under respective Directors.
- A.8 "Competent Authority "shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ ies and shall be the "Director" concerned.
- A.9 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common.
 - (b) Majority interest in the management is held by the partners or directors of banned/suspended firm.
 - (c) Substantial or majority shares are owned by banned/suspended agency and by virtue of this it has a controlling voice.
- A.10 "Investigating Agency" shall mean any department or unit of Balmer Lawrie investigating into the conduct of Agency/party and shall include the Vigilance Department of Balmer Lawrie, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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3. 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.

4. 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 it's 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.

5. 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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6. 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.

7. 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 withprospectiveeffect i.e future business dealings

8. 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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Part II-Price Bid(To be submitted online)

NOTES:

- 1.0 Details of the item under this Schedule shall be read in conjunction with this note and corresponding Specifications and Tender documents.
- 2.0 The tenderer should quote for all items in the Price Bid. The rates should be expressed in English both in figure and words. Where discrepancy exists between the two, rates expressed in words will prevail. Similarly, if there is any discrepancy between unit rate and total amount, the unit rate will prevail. All entries shall be in English language.
- 3.0 The rates should be quoted in the same units as mentioned in the tender schedule of quantities.
- .4.0 The Quantities of the item mentioned in the Schedule of Items are approximate and may vary upto $\pm 20\%$

PRICE BID FORMAT(TO BE QUOTED ON LINE ONLY)

SL. NO.	DESCRIPTION OF ITEM	QTY	UNIT	RATE	AMOUNT
1	Removal of all broken brick bats, brick dust and any other construction materials presently dumped in depressed areas, pot holes and removal of the same by lorry to outside of the premises to locations as allowed by KMC. Cost shall include labour for picking up /excavating , loading to lorries , transport cost etc. One standard rubbish lorry takes about 150CFT materials or about 5.66CM. No. of lorry shall be considered with this 5.66 CM capacity. Vendor can use any capacity lorry/vehicle. However, payment shall be made considering this 5.66 CM quantity per lorry and based on the weight of the lorry. The contractor has to submit the weigh slips of the lorries under loaded and unloaded conditions.	100	MT		
2	Picking up and removing existing damaged bituminous surface, loose stone metals, dust etc and cleaning the surface by scraping the expose sound layer and disposing the unwanted outside the premises or stacking the materials at a designated place as per the instruction of the Engineer in Charge.	7000	Square Meters		
3	Scarifying the existing bituminous layer upto 50mm deep, roughening old black top surface by cutting 50mmx 50mm furrows at 45 deg at not more than 0.5M c/c and picking up scarified materials and dumping the reusable stones etc at designated place as directed by Engineer in Charge and or removal of surplus material far away outside the premises with all lead and lift, transport complete	5000	Square Meters		
4	Providing, laying, spreading and compacting stone aggregates of specific sizes on hard crust to requisite thickness not less than 150mm to be measured after compaction for Water Bound Macadam as per specification including spreading in two layers each of not more than 75mm in thickness, hand packing, rolling with minimum 12 T capacity vibratory power roller in stages to proper grade and camber, applying and brooming requisite type of screening/ binding materials to fill up the interstices of coarse aggregate, watering and compacting to the required density. The job also includes cutting potholes to rectangular shape, deepening the edges inclined towards the back before laying of WBM. Coarse aggregate of size range 53mm to 22.4mm for 75mm compacted thickness using 0.10 cum of aggregate and 0.02 cum of 11.2mm screening materials.	240	Cubic Meters		
5	Providing, laying, spreading and compacting Bituminous Macadam [as base/binder course] including thorough cleaning of the surface, applying bitumen tack coat at 1Kg/ sqm, cleaning and pre heating the stone materials and fully precoating the same with requisite quantity of hot bitumen 60 70 grade at 65Kg per cum of stone materials in Miller Mixer Machine and laying premixed materials over the surface, hand packing including filling up the open textures by hand pinning with smaller material and thorough consolidation by 12T Power roller including the cost and carriage of mineral aggregates and bitumen heating and all other cost and charges including hire charges of machineries, cost of fuels, pay and allowances of workmen etc complete in all respect. For 75 mm nominal compacted thickness using stone aggregate at 10 Cum per 100 sqm.	250	Cubic Meters		

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6	<p>Providing and laying average 40mm compacted thickness Semi dense Bituminous Concrete wearing course by Miller Mixer Machine using course aggregate, fine aggregate and filler material [Lime] of required grading and 60 70 grade bitumen at 4.5 percent by weight of mix aggregates and aggregates in sufficient quantity to yield specified thickness after compaction of pre coated material including thorough cleaning of surface, screening cleaning of stone materials, applying tack coat [except when preceded by bituminous base/ leveling course] mixing the components in required proportion with hot bitumen, carrying the mixture by miller machine and laying the mixture uniformly at specified temperature over the surface, thorough rolling with 12 Power Roller with necessary hand packing and pinning to give an uniform surface, including the cost and carriage of aggregates, filler and bitumen heating and all other cost and charges including hire charges of machineries, cost of fuels, pay and allowances of workmen etc. complete in all respect.</p>	3000	Square Meters	
7	<p>Providing and laying 25mm thick Premixed Carpet open graded by Miller Mixer using 1.8 meter cube of 13.2mm size and 0.9meter cube of 11.2mm size stone aggregate per 100 meter square of surface including thorough cleaning of surface applying tack coat at 1/2 Kg per Sqm, screening, cleaning and preheating stone chips and fully pre coating the same with hot matrix at 54kg per meter cube of aggregate, laying the premixed chips uniformly over the surface, hand packing, thorough rolling with 12MT power roller and maintain proper gradient and camber. Including the cost and carriage of aggregates, filler and bitumen heating and all other cost and charges including hire charges of machineries, cost of fuels, pay and allowances of workmen etc. complete in all respect.</p>	5000	Square Meters	
8	<p>Supplying and laying premixed seal coat [Type B] on freshly laid premixed carpet without tack coat using 0.60 cum of stone grit [passing 2.36mm sieve and retained on 1.80mm sieve]or coarse sand [FM more than 2.5] per 100 Sqm premixing with Cationic Bitumen emulsion [M.S. grade] conforming to IS 8887 1978 at 180 Kg per cum of stone grit/ sand including cleaning of surface, screening washing and wetting the stone grit / sand, mixing suitably and laying the mixture uniformly over the premix carpet and rolling with power roller till the premixed material completely seals the void in the premix carpet as per specification. Including the cost and carriage of aggregates, filler and bitumen heating and all other cost and charges including hire charges of machineries, cost of fuels, pay and allowances of workmen etc complete in all respect.</p>	5000	Square Meters	