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e- TENDER NO: BL/CFS/KOL/ICPRAXAULOPS/20-21/39

TECHNICAL / COMMERCIAL BID

Tender Document

TENDER FOR
Strategic Alliance and Management of Operations
at Integrated Check Post (ICP) Raxaul

DUE DATE FOR SUBMISSION

02.04.2021 BY 16.00 HRS

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NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from the reputed and experienced organizations, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract for “**STRATEGIC ALLIANCE AND MANAGEMENT OF OPERATIONS AT ICP Raxaul**”.

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	Strategic Alliance and Management Operations at ICP Raxaul
2	Tender No	eTender No.: BL/CFS/KOL/ICPRAXAULOPS/20-21/39
3	Validity Of Offer	90 days from the due date of submission of tender
4	Contract Period	1 year extendable to 1 more year on mutual consent
5	EMD	NA
6	Tender Fee	NIL
7	Pre-bid conference	
8	Downloading / Submission of Tender :	
	a. Starts on	11.03.2021
	b. Closes on	02.04.2021 16:00 hrs
9	Opening of Tenders	On or after due date and time for submission.

GeM Declaration

Strategic Alliance and Management of Operations of Integrated Check Post was not available in GeM for the location. GeM NAR No. GEM/GARPTS/05012021/1D93ISZ9WEJH 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 three years

- f. Certificate from bankers about financial soundness.
- g. All documents mentioned in Eligibility criteria

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.
- 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.

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.

“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.”

PART-I

TECHO-COMMERCIAL BID

Scope of Work

1 PURPOSE AND SCOPE OF THE CONTRACT

- 1.1 To operate and manage the cargo handling and management operations at ICP, Raxaul in a commercial manner and to share the revenues as per contract.
- 1.2 The physical possession of the ICP and right to use the same will vest with Balmer Lawrie (BL)/ Successful bidder in the tender during the Contract period. The business of cargo terminal of ICP Raxaul and allied services shall be operated and managed by Successful bidder in accordance with Good Industry Practices and as per terms and conditions set out in this Contract.
- 1.3 After the expiry of Contract Period, the business of cargo terminal and allied services at ICP shall be handed over by bidder to BL.
- 1.4 For the achievement of objective of clause 1.1, 1.2 and 1.3 of this contract the terms and conditions, including responsibilities and obligations of the respective Parties, relationship for the operation and management of cargo terminal at ICP, Raxaul are provided below:

2 EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER

- 2.1.1 BL shall facilitate the work during the Contract Period only.
- 2.1.2 The bidder will be required to do the following:
 - a) Hold, occupy, access, enter upon, use the ICP/ plots/ built up area/ units developed facilities for the purpose of operation and management of cargo terminal and allied activities at the ICP.
 - b) The right to determine, demand, charge, collect, enforce and periodically revise the charges and prices from the users remains with BL only.
 - c) Carry out any other strategic, commercial, construction, operational or business activity in relation to cargo terminal at ICP or allied services as instructed by BL.
- 2.2 The bidder shall be responsible to the customs and other statutory authorities for loading, unloading and safe custody of import / export goods at Cargo Terminal till the goods are cleared for home consumption /warehoused or transhipped or exported out of India, as the case may be.
- 2.3 BIDDER shall comply with all the provisions of section 45 of the Customs Act, 1962 as well as rules and regulations and instructions issued by the Central Board of Excise and Customs and the jurisdictional Commissioner of Customs and for that purpose.

3 RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BL

The following shall be the rights, obligations and responsibilities of the BL;

- 3.1 BL shall arrange handing over possession of the Cargo terminal or ICP-Raxaul to Successful bidder in the manner as provided in this Contract.
- 3.2 Subject to measures under their control BL shall assist Successful bidder to remove any inconvenience, obstruction or any kind of hindrance, with regard to usage of the cargo terminal or any permission required for ICP, in continuing the business and operations Of cargo terminal and related activities at the ICP. Successful bidder shall however deal directly with any inconvenience, obstruction or any kind of hindrance which can be settled at local level to ensure continuity in operations only after notifying BL.
- 3.3 Successful bidder shall assist BL to make all the arrangements, obtain and maintain all requisite regulatory approvals, licenses or permissions, relating to construction of buildings, infrastructure, sheds etc. at the ICP. It is further agreed that in case of any objections/problems arising during the period of this Contract because of the ownership of land /building or land used for cargo terminal operations, BL shall be responsible for getting the same remedied at their cost.

3.4 BL shall help and co-operate with Successful bidder in obtaining all the requisite approvals / permissions/ licenses / permits / consents to start or carry on the operations of cargo terminal and allied activities.

3.5 BL shall arrange suitable and periodical repairs & maintenance to the ICP at their cost so as to ensure safe, secure and smooth flow of cross-border movement of goods only after consent of BL or any other statutory body present at ICP. However, the day-to-day minor repairs as set out in shall be carried out by Successful bidder at its cost. For any other major repairs in the Cargo Terminal and colour/whitewash (with standard quality of paints and distempering) in the administrative block of cargo terminals will also be carried out by Successful bidder as instructed by BL at the cost and request of BL and with the prior approval of BL.

3.6 Successful bidder shall be entitled to receive consideration as per the terms of this Contract from BL **on monthly basis within 15 days of raising monthly invoices to BL**. Such consideration shall be subject to deduction of TDS as per Income Tax Act, 1961

3.7 The respective border guarding forces deployed at the borders of India shall be responsible for security around an Integrated Check Post. However, the bidder shall make its own arrangement for internal security, marshalling of trucks & trailers both inside and outside the premises and proper supervision of transaction in the cargo terminal area as per instructions of BL personnel at site.

4 RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF SUCCESSFUL BIDDER

The following shall be the rights, obligations and responsibilities of Successful bidder which the bidder undertakes to, perform and comply with:

- 4.1 Successful bidder shall operate and manage the cargo terminal and allied activities at the ICP in accordance with Good Industry Practices as prescribed by BIS/IS.
- 4.2 For any required permission for operation and management of cargo terminal, Successful bidder will assist BL in obtaining the same.
- 4.3 Successful bidder shall regulate entry/exit of trucks/vehicles carrying import & export goods through efficient traffic marshalling both inside ICP and the approach roads (if needed).
- 4.4 Successful bidder shall keep proper computerized record of imported goods, goods brought for export/cross-border movement through the BL software on real time basis. BL will arrange for the required software to be installed in the location and the vendor shall ensure proper connectivity for real time updation in the BL Software.
- 4.5 Successful bidder shall display or make available information of process or movement or handling of import/export goods.
- 4.6 Successful bidder shall not permit import/export goods to be removed from the custom area/cargo terminal, or otherwise dealt with, except in accordance with the permission from the custom authorities.
- 4.7 Successful bidder shall be responsible for safety and security of import and export goods, while in its custody.
- 4.8 Successful bidder shall abide by the provisions of the Customs Act and all applicable statutory laws and the applicable rules, regulations/notifications in discharge of its functions and will be solely responsible for compliance of regulatory Laws/Provisions.
- 4.9 Successful bidder shall deploy adequate trained/experienced manpower, contract labour/ porters, and handling equipments for achieving optimum productivity level at the cargo terminal, as may be determined by BL from time to time, Successful bidder shall deploy such additional equipments as may be required for efficient running of the Cargo terminal.
- 4.10 Successful bidder shall coordinate with other agencies/ authorities working at ICP border in connection with operation and management of the cargo terminal.
- 4.11 Successful bidder shall arrange to obtain insurance of the equipments & manpower brought by Successful bidder, in the case of any mishap, at their cost and expense.
- 4.12 Successful bidder shall maintain proper records & MIS reporting of all financial transactions on behalf of BL in relation to cargo terminal operations and may be in a position to share any financial details as & when sought by BL.
- 4.13 Successful bidder shall arrange necessary repairs and maintenance of all plant, machinery and equipments brought by the said party at the ICP including regular calibration of weighbridges for the purpose of operating the cargo terminal at ICP, Raxaul.

4.14 Successful bidder shall ensure conformance of the activities with the requirements/obligations mandated by the respective authorities through various notifications, orders, rules and regulations including "Handling of Cargo in Customs Areas Regulations, 2009" as amended from time to time.

4.15 Successful bidder shall be responsible to provide/bear expenses in respect of: -

- i. Dedicated back-up lease line and adequate air-conditioning of space for Customs EDI system etc.
- ii. Computerized system for location/tracking of vehicles, accounting of goods and processing of documents.
- iii. Networking and other equipment for secure connectivity with Customs Automated System including for exchange of information with Customs and other ICP community partners.
- iv. Provision of vehicle for Customs.
- v. Any other expenses required for smooth functioning of ICP which would be notified by BL from time to time.

4.16 In case Successful bidder shall assist BL to sell the abandoned / warehoused goods by public auction or by tender or in any other lawful manner, BL shall apply the sale proceeds in accordance with provisions of section 150 of the Customs Act, 1962 and the rules made there under.

4.17 On completion /termination of this Contract Successful bidder shall be entitled to remove cranes, equipments and all other capital goods of movable nature brought in by Successful bidder without causing damage to the land, building and other immovable structure existing at the ICP.

4.18 Water & Electricity charges, day to day running (fuel consumption) and AMC of DG sets, weighbridges, AMC for outside electrical installations like poles, high mast, Lamps internal & external fittings in the godowns, office ACs, fire fighting equipments, water supply, etc, for the cargo terminal shall be borne by Successful bidder

4.19 The housekeeping of the Cargo Terminal building, open and covered area of godowns, parking including roads, paved area, pre & post monsoon cleaning of drainage system and grass/wild bushes cutting in the entire complex shall be the responsibility of Successful bidder

4.20 Minor day-to-day repairs of Cargo Terminal at ICP Raxaul will be the sole responsibility of Successful bidder and shall be carried out by Successful bidder for the items listed below, as referred under Clause 5.5.

4.21 The Successful bidder shall ensure that under no circumstances, charge any fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the BL is charged by the Successful bidder from the users. Printing of receipts shall be arranged by the Successful bidder at its own cost.

4.22 Fees cannot be changed by Successful bidder without prior sanction of BL. User fees needs to be displayed in bilingual or in trilingual in prominent places inside the ICP and no new fee will be charged till the display is changed.

LIST OF THE ITEMS FOR THE WORKS UNDER DAY TO DAY REPAIRS AN MAINTENANCE TO BE CARRIED OUT BY Successful bidder FOR CARGO TERMINAL AT ICP RAXAUL

Changing of water taps as per requirement.

Changing of wash basins in toilets as per requirement.

Changing of water closet as per requirement.

Changing of related toilet fittings.

Attending of rolling shutters for smooth operations except for full replacement.

Attending of water coolers for minor works like changing of fittings, PVC connections, down take pipe for disposal of water except of full replacement of water-coolers.

Fixing of doors/windows etc on detachment, fixing of glass panes in windows.

Attending of the electrical light points/Lamps replacement of boards, MCBs etc.

Replacing of mirrors in the washrooms as per need and also in the rooms of the officers as per the requirement.

Replacing of cables for shorter lengths for restoration of electric supply except for full re-cabling on expiry of life of cables.

Attending of minor roof leakages in the godowns as well as in the administrative blocks.

Changing of switches sockets and minor electrical fittings and fixtures.

Changing of locks in the doors, tower and sliding bolts etc.

Leakage from water supply pipelines, sanitary lines etc.

Replacement of ceramic tiles in the toilets etc.

Minor day to day repair & maintenance of DG set along with AMC to be done by the successful bidder.

Minor repairs of the tiles around the water coolers. However, the capital expenditure for replacement of entire tilling work is to be borne by BL.

AMC for various installations like Lorry Weighbridges including calibration, firefighting system, water system R.O. System after the defect liability period. Successful bidder shall deploy required manpower for operating these installations.

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA FOR TECHNO-COMMERCIAL BID

- a. EMD Not applicable.. Bidder have to submit "Bid Security Declaration" stating that if the bidder
- Withdraws the offer during validity period of the offer
 - Non acceptance of order by the bidder within the stipulated time after placement of order.
 - Any unilateral revision made by the bidder during the validity period of the offer
 - Non submission of Security Deposit
 - 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 (Format in Annexure 1)

In exceptional circumstances, prior to expiry of the original bid, Owner may ask the parties to extend the bid validity. However, in such cases, extension of bid shall be without any deviation in the terms and conditions including change in prices. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly. The provisions of discharge and forfeiture of bid security shall continue to apply during the extended period of the bid validity. If a party deviates in terms & conditions or changes price, the offer of the party shall be rejected.

b. of work orders and completion certificates from reputed clients in India should be enclosed as supportive documents. The completion certificate should include following

Details :-

The tenderer/bidder should have successfully involved in operating CFS/ ICD, ICP/LCS/Air Cargo complex/Sea Port Terminal/SEZ/FTWZ/Rail terminal for following minimum values during past seven (7) years ending 31.12.2020

i) 3 jobs each of value not less than ₹120 Lakhs or

ii) 2 jobs each of value not less than ₹ 150 Lakhs or

iii) 1 job of value not less than ₹ 240 Lakhs

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.

c. In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate applicable as 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.

d. Should have minimum Average Financial Turnover of ₹ 90.00 Lakh per year during the last 3 financial years ending with March 2020 (Proof to be attached). Preferably from related business as mentioned in the tender. 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. If financial accounts for the year ending March 2020 yet not audited, bidder can submit provisional statement for the year ending March 2020 signed by Chartered Accountant

e. Registration Certification with GST.

F. Registration Certification with PF/ESIC.

g. The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be 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. (Format in Annexure 1)

h. Bidder should submit Integrity Pact in prescribed format attached herewith in tender document as given in Annexure 4

The financial bids submitted by ineligible bidders shall be declared non-responsive

Documentary evidence has to be submitted along with Techno-Commercial bid &/ or uploaded at eproc portal of the bid.

01. 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.

4. Acceptance of Offer

- 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. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.4 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.
- 4.5 Bids from the tenderers of similar (Manging of CFS/ ICD, ICP/LCS/Air Cargo complex/Sea Port Terminal/SEZ/FTWZ/Rail terminal) business will not be considered to avoid the conflict of interest. Decision of BL in this regard would be binding and final.
- 4.6 The Bidder is advised to visit the ICP at Raxaul and make an assessment of the based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract. A declaration stating that the bidder has made its own assessment about the expenses after visiting the site and from the bidders own sources needs to be submitted along with the bid.

5. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the H1 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.

6. Price Variation

6. 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. The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the due date for submission of tender.

7. Notification of Award

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

8. Validity of offer

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

9. Award of Contract

The contract will be awarded to the tenderer who would have achieved the highest marks as per the **BOQ/Price Schedule of this tender.**

10. Payment Terms (Payment to Operator)

BL shall release revenue share to the operator within 15 (fifteen) working days from the date of receipt of tax invoice duly certified by **BL officer.** Tax invoice to be raised only when BL's ICP In-charge instructs by **email / verbal by call** which will be sent within 10 working days of the subsequent month. Operator should submit the copy of ESI and PF Challans as a proof of documents that contribution has been submitted.

11. RATES, TAXES & DUTIES

(a) The tenderer should quote for all items in the Price Bid. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.

(b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities online.

12. The Bidder is advised to visit the ICP at Raxaul and make an assessment of the Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract. The BL does not guarantee extent of Revenue during the contract period. A declaration stating that the bidder has made its own assessment about the revenue and expenses after visiting the site and from its own sources needs to be submitted along with the bid

13. Consideration

Consideration that will be payable by Balmer Lawrie to the successful bidder shall be:

The percentage of retention applied on the gross revenue after reducing the amount payable/paid for the specific period to the handling contractor (i.e. Price Schedule-B as given in the "price bid- BOQ")

The successful bidder will be entitled to the above consideration subject to Balmer Lawrie receiving the Minimum Guarantee as indicated under price schedule A of "Price Bid" with final adjustment to be done on a half yearly basis in the subsequent month at the end of half yearly term from the time of commencement of work.

In other words, Balmer Lawrie must realize a minimum amount of Rs.2.50 Crores per annum from this operation which will be computed on a quarterly basis. BL should get this minimum guarantee irrespective of level of operation and it shall be the responsibility of the successful bidder to first meet this liability to BL.

Further, BL shall reimburse to the successful bidder at the agreed rates the amount of handling charges payable to the "handling contractor" against which the billing has been made during the relevant month and included in the gross revenue for the month. The amount payable shall not be higher than the published tariff based on which the user is billed in ICP. The payment for handling charges shall be made upon submission of proper invoices.

Gross revenue would mean aggregate of all revenues collected from operations and management of the cargo Operations at ICP-Raxaul (Bihar) minus the amount paid to the Handling Contractor, if any which includes but not limited to

1. All revenue realized from pest control services within the ICP
2. Income from Dwell time/Storage charges from Cargo
3. Income from parking/entry fee levied on trucks/other vehicles carrying import & export goods
4. Weighment Charges
5. Any other charges as notified by BL.

14. TENDER EVALUATION

14.1 Selection will be done based on the quotation given by the bidder in Price Bid-BOQ.

14.2 Total marks will be 10. Criteria-B - Retention of Revenue will carry maximum marks of 7 (seven) and Criteria A - Minimum Guarantee of revenue will carry maximum marks of 3 (three).

14. The bidder quoting lowest "Percentage of Retention" in criteria B will be given maximum marks 7 (seven) and other bidders will be given marks as per percentage obtained against the highest bid. However for Criteria-A the bidder quoting highest "Minimum Guaranteed Revenue" will be given maximum marks 3 (three) and other bidders will be given marks as per percentage obtained against the highest bid.

14.4 The successful bidder will be the one who receives the maximum marks against total marks 10 (ten).

[An example for evaluation of marks for different scenarios in mentioned as Annex-4 at the end of this document]

15. Contract PERIOD

The contract will be valid for period of 1(year) from the date of LOI/Work Order. It may be extended on mutual consent for a further period of 1(one) .year

16. Payment Terms

All invoices along with GST for the collection from operations would be raised in the name of Balmer Lawrie & Co Ltd through BL's own billing software.

The Successful bidder

Daily collections have to be deposited by the successful bidder on the same day or the next working day on the bank account as given by Balmer Lawrie. Any delay in depositing daily collections will attract interest at the prevailing rate of SLR

17.Security Deposit/Performance Guarantee:

12. The successful bidder shall deposit an amount of ₹ 2.50 crore 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/Performance Guarantee 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/Performance Guarantee 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/Performance Guarantee.

(iv) The Security Deposit / Performance Guarantee 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 / Performance Guarantee

(v) Security deposit/Performance Guarantee 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/Performance Guarantee 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.

18. Termination of the contract

18.1 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.

18.2 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.

18.3 Termination for unsatisfactory performance

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 30 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.

18.4 Balmer Lawrie may terminate the contract by giving 30 days notice without assigning any reason .

18.4 Consequences of termination

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

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.

19. Statutory obligation

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

The Contract Labour (Regulation & Abolition) Act 1970

The Employees Provident Funds and Miscellaneous Provisions Act 1952

The Employees State Insurance Act 1948

The Minimum Wages Act 1948

The Workmen Compensation Act 1923

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

The contractor shall undertake to comply with all statutory regulations, like ESI Act, PF Act, Bonus Act, Gratuity Act, Minimum Wages Act, Factories Act, Contract Labour Act, etc. or any other act that may be applicable for employment of their workmen. Any expenses incurred by Balmer Lawrie & Co Ltd.,

under the regulations will have to be reimbursed by contractor. The contractor will be the ultimate employer of their personnel and they shall supervise the work of the men engaged by them for deliverance and performance of the contract. The contract shall be strictly between the company and the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

20.7 Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

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

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

20.8 This is a no split tender w.r.t MSE requirement

21 Penalty/Liquidated damages: -

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

Failure to deliver the work as mentioned in the scope of work will lead to a fine .

If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie& Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.

BL shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time and as per the instruction of authorized personnel of Balmer Lawrie CFS Kolkata.

22. LIMITATION OF LIABILITY: The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Haldia Dock Complex, CFS/Empty Container yard where jobs under scope of this contract are being carried out by them. Any damage to any life and/or property therein as mentioned due to negligence/mishandling of vehicle by the Operator and /or malfunctioning of the vehicle would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the vehicle used under this contract.

23. Force Majeure Conditions:

If the performance of obligations under this Contract is prevented, restricted or interfered with by reason of any contingencies which are outside the control of the Party, the Party so affected shall not be liable to perform the terms of the Contract to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire, earthquake, explosions, riots, acts of

terrorism, Acts of God, Acts of Government and war, whether declared or not, or enemy action, strikes, civil commotion and similar events which are absolutely beyond the control of the party.

The obligation to perform during the period of and under this Contract shall arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.

Any Party desiring to invoke force majeure shall notify the other Party of the occurrence of the contingency in question subject to approval of BL.

In the event the force majeure situation continues for a period exceeding 180 days, in any spell, the Contract should be further extended beyond the period to the extent operations were affected by force majeure conditions in any spell.

24. Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the arbitrator.

23. Termination

This Contract shall terminate by efflux of time on the expiry of the period of the Contract unless it is extended for further period as provided in Clause . However, it may be extended in the event of force majeure situation continues for a period exceeding 180 days, in any spell as specified in clause 23 above.

25. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

26.HSE CLAUSE

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.

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.

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.

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

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

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

The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.

Annexure – A & B are enclosed herewith.

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.

Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

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

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-A	Rs.500/-
Subsequent-Minor	As listed in Annexure-A	Rs.1000/-
Major	As listed in Annexure-B	Rs.5000/-
Subsequent-Major	As listed in Annexure-B	Rs.10,000/-

Fatal / Permanent disability Fatality / Permanent disability	High risk violations *Rs.1,00,000/- or 10% of contract value whichever is lower.	/ Lapses leading to
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** Enquiry to be conducted & further action to be taken as per recommendations of the Committee

MODE OF DEDUCTION OF PENALTY

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.

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 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.

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 A

MINOR VIOLATIONS

Unauthorized entry in hazardous location.
Proper ladder/steps not provided for Ascending/descending
Shuttering not done (below 2 mtr. Level) of excavation

Over handing burden in pit not removed in excavation
Power cable clamed with G.I. wires to post/pillar
Power cable tied on reinforce rod/structure without proper insulation
Loose connection taken from board without board plug
Fitness certificate of cranes/hydramac/heavy vehicles not available
Rolling/lifting of cylinder/dragging on the ground (without cage);
Crane rope condition not ok
Rope of crane not clamped properly
Not wearing safety helmet/ Reflector jacket at site
Working in slippers/barefoot
Hand gloves not used
Gas cutting without goggle

Welding with non-standard holder
Welding machine earthing (double body earthing) not done;
Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
LPG Cylinder date expiry/over
Gas hose pipe clamping done by wires;
Loading/unloading of cylinder-cushion not given
Condition of hose pipe not good
Working with leaking cylinder
Using non power cable instead of welding cable
Not putting road block/ red flags /stopper
Working without work permit/shut down;
Taking shelter behind Electrical panel
Not having proper gate passes /other area passes
Use of damaged slings/tools/ropes
Hand grinders/mixer machines without guard
No indicator light/brake light on vehicles;
Truck side pane/broken not ok
Dropping/Spillage of material on the road
Over speeding (violation of speed limits)
No indicator light/brake light on vehicles.
Talking with cell-phone while driving;
Truck carrying powdery material without Tarpaulin;
Stock protruding out of the truck body;

ANNEXURE B

MAJOR VIOLATIONS

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

Driving in intoxicated condition

Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis fromwww.gem.gov.in (If tender is hosted in GeM)

ACCEPTED ALL TERMS AND CONDITIONS AS STATED ABOVE.

27. 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.

28. INSURANCE & Labour laws

All insurances for cargo and other mandatory insurances need to be taken by the contractor. Labour laws as per Government of India needs to be complied.

29. Alternative Arrangement

It is clearly to be understood by the Contractor that the vehicle / manpower as necessary will be supplied by them within specified time as stipulated by the Company and will be in full working conditions. Any failure on their part either in providing equipment or delay in performing assigned work, may warrant Company without any prejudice to arrange for the services from any other source at additional cost over the above the rate stipulated in the rate schedule, which will be recovered from the contractor by adjusting from their pending bill/s or by way of receiving direct payment. This clause being termed as "risk and cost" for sake of simplicity.

In case of claim by customer towards demurrage/detention etc. due to non-performance or delay in performance on the part of the Contractor, the same will be recovered by the Company from the Contractor.

In case of occurrence of such incidence more than once during any consecutive 30 days, the Company will have the option to terminate the contract without prejudice to any other recourse after issuing one warning notice and will forfeit the security deposit / or encash Performance Guarantee Bond. Non enforcement of this clause does not prejudice the Company's future course of action or leaving any sort of penalty or damages.

During execution of work if any damage occurs to the property of Company and/or its customer due to negligence on the part of the contractor, the amount of damage/cost of repair/replacement will be recovered from the contractor's bills.

In absence of timely and proper performance by the contractor, the Company reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contract. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of the Company for any other action including termination, forfeiture of security deposit etc.

The contract would not restrict the right of Company to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
eTender No.:BL- CFS-KOL/ICPRaxaulOPSICPRaxaul/20-21/39

In absence of timely and proper performance by the contractor, Balmer Lawrie reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

30 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 ICP operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL/CFS/KOL/ICPRAXAULOPS/20-21/39 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

Annexure -1
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 Balmer Lawrie and Company 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 any Public Sector Enterprise, Government of India or any listed company in the stock exchange 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 any Public Sector Enterprise, Government of India or any listed company in the stock exchange 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 any Public Sector Enterprise, Government of India or any listed company in the stock exchange of India, 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 : _____

Annexure 2

LIST OF THE ITEMS FOR THE WORKS UNDER DAY TO DAY REPAIRS AND MAINTENANCE TO BE CARRIED OUT BY OPERATOR FOR CARGO TERMINAL AT ICP

1. Changing of water taps as per requirement.
2. Changing of wash basins in toilets as per requirement.
3. Changing of water closet as per requirement.
4. Changing of related toilet fittings.
5. Attending of rolling shutters for smooth operations except for full replacement.
6. Attending of water coolers for minor works like changing of fittings, PVC connections, down take pipe for disposal of water except of full replacement of water-coolers.
7. Fixing of doors/windows etc. on detachment, fixing of glass panes in windows.
8. Attending of the electrical light points/Lamps replacement of boards, MCBs etc.
9. Replacing of mirrors in the washrooms as per need and also in the rooms of the officers as per the requirement.
10. Replacing of cables for shorter lengths for restoration of electric supply except for full re-cabling on expiry of life of cables.
11. Attending of minor roof leakages in the godowns as well as in the administrative blocks.
12. Changing of bulbs, tubelights, switches, sockets and minor electrical fittings and fixtures.
13. Changing of locks in the doors, tower and sliding bolts etc.
14. Leakage from water supply pipelines, sanitary lines etc.
15. Replacement of ceramic tiles in the toilets etc. Minor repair and maintenance on road of ICP Raxaul
16. Minor repairs of the tiles around the water coolers. However, the capital expenditure for replacement of entire tilling work is to be borne by BL.
17. AMC, calibration, stamping etc. of Lorry Weighbridges as per clause 8.19.
18. Operator shall deploy required manpower for operating Lorry Weigh bridges, DG Sets etc.
19. Grass cutting & Removal of debris from Paved areas, roads, Parking areas buildings, Main gates etc.
20. Housekeeping of entire cargo complex.

Annexure -3

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 BL) 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	PF & ESI registration no.	
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.	

Annexure - 4

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.
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)

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.

* * * * *



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

Balmer Lawrie Policy on Black Listing

Introduction

In the endeavour to maintain and foster ethical and corruption free business environment, the Supply Chain/Purchase/Contract & Procurement Procedure is being streamlined to include provision for banning or putting on holiday list vendor/supplier/contractor/consultant indulging in Corrupt, Fraudulent, Coercive and Collusive practices including laxity in services. In view of the complexity of the issue, it has become necessary to develop a comprehensive Policy encompassing the views of all stakeholders, our experience of Supply chain/ Purchase/ Project Execution / Services.

In the course of contracting, one has to deal with various vendors / suppliers / contractors /consultants who are expected to adopt and maintain highest standards and a high degree of ethics and integrity, commitments and sincerity towards the work undertaken by them. Any aberration, deviation and violation from the expected standards of supplies/services/ behaviour of the contracting agencies need to be dealt with appropriately so that it becomes a deterrent for all.

This policy is aimed at blacklisting the errant vendors and service providers by following laid down procedure.

Any business restriction on any person or group involves legal scrutiny and civil consequences and therefore, necessitating to provide an opportunity to the defendant to defend its case. The Banning Procedure given here in under is to be used for all Supply Chain/Contracts/Services and Purchases functions across Balmer Lawrie & Co. Ltd.

Balmer Lawrie Purchase Manual provides for evaluation of performance of Vendors/ Suppliers /Contractors/ Consultants. Further, Fraud Prevention Policy of Balmer Lawrie also covers vendors, suppliers, contractors, service providers, consultants or any other external agency/person having business relationship and/or associated with the company in any manner, as well as their representatives.

This Policy contains provision for putting a Vendor/Supplier/ Contractor/Consultant on Suspension and/or on banning list if such agency indulged in corrupt/fraudulent/ collusive/coercive practice or failed to render services as per acceptable standards.

A. Definitions

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

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

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

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

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- (ii) **After execution of contract and during Defect liability period (DLP) / Warranty / Guarantee period :**

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

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

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

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

B.2.2 **Period of Banning**

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

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

B.2.3 **Exceptional Cases:**

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

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

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

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

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

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

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

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

C Effect of banning on other ongoing contracts/tenders

- C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders
- C.2 However, if such an agency is already executing other order(s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :
- C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.
- C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

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D. Procedure for Suspension of Bidder

D.I 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 (LI), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/order(s)under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Balmer Lawrie or the Ministry of Petroleum and Natural Gas and(ii) bidder is not banned by any Government department/ Public Sector Enterprise. This shall be part of NIT.

E **Procedure to be followed in case of corrupt/ fraudulent/collusive/coercive practice**

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- (i) If Project Manager/Project In-Charge / HOD / Dealing Purchase Officer/SCM Executive or any other authority of Balmer Lawrie, receive/acquire conclusive evidence of any corrupt/ fraudulent/collusive/coercive practice/ activity, the concerned should immediately initiate action for putting Agency/vendor/supplier/service provider on banning list as per extant procedure.
- (ii) In case of a corrupt, fraudulent, collusive and coercive practices, a committee consisting of concerned Head of SCM, A&F and Head of SBU will examine the case in detail.
- (iii) In case committee recommends for banning an agency, the committee will put up its recommendation to the concerned Director through Corporate A&F Department & Corporate Legal along with a draft Show Cause notice providing a final opportunity to the alleged defaulter to defend his case.

The show cause notice should contain all the allegations towards the breach committed by Agency including mentioning the provisions of the tender so breached and seeking explanation as to why the action should not be taken against the agency as per provisions of tender. All the supporting documents also need to be provided to the agency along with Show Cause notice.

If the Agency desires for personal hearing, the same can also be given.

However, the above provision for personal hearing shall not be made a part of Show Cause notice

- (iv) After obtaining approval from the concerned Director, SCM/Purchase Department of the SBU will issue the Show Cause notice to the concerned agency giving an opportunity to respond within 15 days.

In response to the Show Cause notice if the agency seeks any additional document(applicable only once), the same should be provided to the agency at the earliest but not later than 7 days. However, the period to respond in such a case will be appropriately adjusted. However, the agency cannot and shall not be allowed to seek documents repeatedly and seek extension of time on this ground to respond.

- (v) On receipt of reply in response to Show Cause notice, SCM/ Purchase Department will prepare a proposal covering point wise reply to issues brought out by the agency in their reply to Show Cause notice and forward their final recommendation for keeping the agency on Banning list or otherwise through SBU Head for obtaining the approval of the Director concerned after legal vetting through Corporate Legal department.

In case the committee recommends for putting the agency on banning list, the draft Speaking Order to be issued to the agency with reasons for putting on banning list will also be submitted along with their recommendation.

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In case Corporate Legal department make any contrary observation, the file may be referred back to , SCM/ Purchase Department for further deliberations and recommendation on the observation made by the Corporate Legal Department and further submission to Competent Authority.

While according the approval, reasons are to be recorded by the Competent Authority. These reasons shall also be put up by the committee along with their recommendations. In case Competent Authority does not agree with recommendation of the committee, it will record the reasons for the same. The decision of competent authority shall be final.

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
- (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.

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

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

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

Contd..../10...

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

F. Appeal against the Decision of the Competent Authority

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of' the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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- H. The above procedures supersede all earlier circular/clarification on the subject.
 - I. This Policy on black Listing in case Corrupt / Fraudulent / Collusive / Coercive Practice /rendering poor quality products / services (Except Introduction, Sub-para B.2.3,E,H and I) shall be made a part of tender document.
-

Format for Commercial/Price/Financial Bid.

Notice inviting Quotation for Startegic Alliance and Management of Operations of Cargo Terminal at ICP-Raxaul (Bihar).

A	Minimum Guaranteed revenue per annum can not be less than 250 lakhs per annum	₹ in figure ₹ in words
B	Percentage of Revenue to be shared with BL, which shall not be less than <u>48</u> % of gross revenue, as defined in the tender	In figure Percentage In words Percentage

Note:

- (i) The MGR/Percentage of revenue is exclusive of Service Tax or any other applicable tax/cess.
- (ii) If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

APPENDIX- 4

Selection Criteria

1. Selection will be based on the questions given by the bidder in the prescribed format at Appendix-I.
2. Appendix-II provide two columns i.e. Sharing Revenue and minimum Guaranteed revenue.
3. Total marks will be Ten(10). Criteria-I Sharing of Revenue will carry maximum marks of 7 (seven) and criteria – II (MGR) will carry a maximum mark of 3 (Three).
4. The highest bidder in Criteria – I (sharing Revenue in percentage points) will be given maximum marks of 7 (seven) and other bidders will be given marks as per the percentage obtained against the highest bid value. Similarly, Highest Bidder in criteria- II (MGR) will be given maximum 3 (Three) marks and other bidders will be given marks as per the percentage obtained against the highest Value.
5. The successful bidder will be the bidder who obtain maximum marks against the total marks of 10(Ten).
6. Explanation of selection methodology through example.
 - (i) Total bidders assumed as 3 (three) i.e. A,B,C and quotes of A,B,C against selection criteria is as follows:-

Criteria-I

Criteria-II

(Revenue share between Balmer Lawrie & bidder)

(MGR)

- A. 70:30
- B. 65:35
- C. 60:40

Rs. 1 Crore
Rs. 1.20Crore
Rs.0.90 crore

(ii) Marks against Criteria –I

<u>Quote</u>	<u>Percentage</u>	<u>Marks</u>
A. 30	75	5.25
B. 35	87.5	6.12
C. 40	100	7.00

(iii) Marks against Criteria –I

<u>Quote</u>	<u>Percentage</u>	<u>Marks</u>
A. Rs. 1 crore	83	2.49
B. Rs. 1.2 crore	100	3.00
C. Rs. 0.90 crore	75	2.25

(iv) Total Marks

<u>Criteria-I</u>	<u>Criteria-II</u>	<u>Total</u>
A. 5.25	2.49	7.74
B. 6.12	3.00	9.12
C. 7.00	2.25	9.25

(v) Conclusion

Successful bidder is C.

