



**Visakhapatnam Port Logistics Park Ltd  
beside Mindi Railway siding,  
Mulagada village, Visakhapatnam - 530012**

**e- TENDER NO: VPLPL/MMLH/HANDLINGCONTRACT/PT/29  
DATE : 15/05/2021**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

***[Engagement of Handling Contractor]***

**DUE DATE & TIME: [ 25/05/2021 AT 4.00 PM ]**

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## **NOTICE INVITING E-TENDER**

On line bids in two bid system are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms & Conditions", for undertaking the subject contract for **Engagement of Handling Contractor for Visakhapatnam Port Logistics Park Limited (VPLPL) MMLH** at Visakhapatnam Andhra Pradesh, a Joint Venture Company between Balmer Lawrie & Co. Ltd. and Visakhapatnam Port Trust in India.

The Multi Modal Logistics Hub is located at Visakhapatnam near Mulagada Village and adjacent to Mindi Railway Sidings of Visakhapatnam Port Trust which is about 4.0 km away from Sheela Nagar Junction at NH-5 and 8 km from Airport.

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

<b>S. No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	<b>Engagement of Handling Contractor</b>
<b>2</b>	Tender No and date	<b>VPLPL/MMLH/HANDLING CONTRACT/PT/29 DATE 15/05/2021</b>
<b>3</b>	Validity Of Offer	120 days from the date of opening of the technical Bid.
<b>4</b>	Contract Period	<b>One year</b>
<b>5</b>	EMD	<b>Bid Security Declaration</b>
<b>6</b>	Downloading / Submission of Tender :	
	a. Starts on	<b>15/05/2021 6.00 PM</b>
	b. Closes on	<b>25/05/2021 4.00 PM</b>
<b>7</b>	Opening of Tenders	<b>25/05/2021 6.30 PM</b>

### **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 for bidders other than sole proprietor.
- 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

## GEM DECLARATION

**Engagement of Handling contractor is not available in GeM. (GARPTS NO. GEM/GARPTS/20042021/XE6IDY24EH4X)**

**Visakhapatnam Port Logistics Park Ltd have no objection in providing this information for making available such products/services on GeM.**

## 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 able to produce all the original documents and/or any other information on dates as intimated or as and when required by VPLPL.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision VPLPL in this respect will be final.
- e. Any party submitting the false or forged documents may be Black-listed, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. VPLPL 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> **In view of the pandemic and slowdown in economy, in lieu of an EMD ,bidders should deposit "Bid Security Declaration" as found in Annexure 2, duly signed by bidder.** Payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **MSME Vendor should declare UAM number on CPPP( Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our address as noted above. 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 is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST			
(MONDAY TO FRIDAY (Exclusions: VPLPL HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Contact Nos. and email IDs for C1 India helpdesk officers			
Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254199	Monday – Friday
Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093208	Monday – Friday
CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284068	Monday - Saturday
Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865539	Monday – Friday
Helpdesk Support (Kolkata)	-	+91-8017272553	Monday - Saturday
Escalation – 1	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981164980	Monday – Friday
Tuhin Ghosh (Kolkata)			

### 1.2 Digital Certificate authentication

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

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

### 1.3 For price Bid submission, the bidders has to download Price bid attached in Annexure format, fill the relevant details, upload the same in PDF format after putting stamp and sign.

### 1.4 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.
- VPLPL does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- VPLPL will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- Any amendment / corrigendum as and when required will be uploaded only on the website of the Company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested bidders should regularly visit these websites for updation.
- 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. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 2. Filling of Tender Documents

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on VPLPL .
- 2.4 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 VPLPL .

### 3. **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

### 4. **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 the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

### 5. **Acceptance of offers**

- 5.1. VPLPL 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and VPLPL at any stage.
- 5.3 Price bid Schedule has been given in 2 parts i.e. Price bid A for Warehouse operation, Price bid B for On-call operations. The bidder has to quote for all two parts of price bid as well as all items within these price bids. If any bidder does not quote for any items of price bid or any part of price bid as explained above, their bid will not be considered. The overall L-1 status would be determined by looking at the total value quoted by the bidder for both parts of price bid.
- 5.4 VPLPL 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 VPLPL in this connection will be final.
- 5.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.

5.6 Bids from the tenderer carrying out similar business will not be considered to avoid the conflict of interest.

## **6. Negotiations**

- 6.1. VPLPL reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of VPLPL for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of VPLPL.
- 6.2. 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 VPLPL within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement VPLPL reserves its right to ignore their quotation at its discretion and proceed to finalise.

## **7. Price Variation**

- 7.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the Contract period.
- 7.2 The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.



## **SCOPE OF WORK**

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

The successful tenderer shall have to undertake the following work:-

### **Detailed scope of work:**

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

- A) **(Covered and Open Yard Operations):**
1. Unload cargo using material handling equipment and/or manual labourers from road vehicle and arrange to stack the same at the nominated place inside the warehouse or Open Yard strictly as per the instructions of VPLPL"s representative.
  2. Provide / facilitate delivery of cargo using material handling equipment and/or manual labourers either from the warehouse or Open yard and load on to the road vehicles provided by the customers strictly as per directive of Company"s representative.

#### **B) General responsibilities:**

- a. Ensure that all cargo/packages are handled carefully. They should also ensure that the shop floor and yard are maintained properly. All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, thermocools, etc are to be kept in a designated place.
- b. In case of handling liquid cargo, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
- c. Internal shifting of cargo from one point in warehouse to another or between two warehouses or in the Open Yard shall be arranged by the contractor at no additional cost. This shall be done strictly as per directive of Company"s representative.
- d. Covering the cargo with tarpaulin as and when required. The cost of tarpaulin would be on VPLPL"s account.
- e. Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
- f. Ensure adherence to all safety norms.

- g. Any damage/s caused to cargo or VPLPL property by the contractor's handling equipment shall be the responsibility of the contractor and all claims arising thereof shall be borne by the contractor.
- h. Daily Log book should be maintained by the contractor incorporation details like information regarding cargo handled, no of labours and equipment's used , date, time of commencement and completion, and quantity handled (in MT), This log book should be signed by contractor representative and VPLPL Officials.

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

## **2. Deployment of Manpower / Equipment:**

The Contractor will be required to deploy adequate number of labour and equipments in VPLPL's facility for handling cargo, as and when required.

The contractor should take out a third party insurance cover for all vehicles/equipment to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the equipments. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as drivers wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

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

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

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

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of VPLPL. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

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

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from VPLPL customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.

The Contractor will have to submit a list of their equipment and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter VPLPL facility. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor

## GENERAL TERMS AND CONDITIONS

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

a) **In view of the pandemic and slowdown in economy, in lieu of an EMD, bidders should deposit "Bid Security Declaration" as found in Annexure 2, duly signed by bidder.**

b) Experience in Handling Operations work at any CFS / ICD / General Warehouse for a minimum period of [5 years as on 31.03.2020 ] anywhere in India. **Copies of work order and completion certificate to be submitted.**

c) Should have minimum Average Financial Turnover of [ Rs.33 lakhs per year during the last 3 financial years as on 31.03.2020]. **The certificate from Chartered Accountant or audited copies of Balance Sheet and P/L account duly signed by the Chartered Accountant to be submitted.**

d) Bidder should furnish Bankers Solvency certificate in Original (not more than 6 months old) for **a minimum sum of Rs.30.00 Lakhs.**

e) The bidder **must have ESI and PF Registration issued by the** Ministry or Statutory Authority from state of Andhra Pradesh only (Copy to be attached)

f) The Bidder must have valid Labour License issued by the Ministry or Statutory Authority from state of Andhra Pradesh only. (Copy of license to be attached).

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

**h) The bidder should have valid GST Registration No and copy of the same to be submitted.**

**i) Submission of Integrity Pact as per format attached in Tender document to be submitted.**

### 2. Notification of Award:

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

### 3. Contract Period:

The contract will be for a period of **[12 months effective from the place of LOI/ WO]** or such date as may be mutually agreed. On satisfactory performance, the contract can be extended as mutually agreed on same rate terms & conditions for another 6 months.

#### 4. Performance Guarantee:

Performance Guarantee for **Rs. 3,00,000/-** (Rupees three lakhs only) has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence of the contractor / mishandling / malfunctioning or non-performance. The Performance Bank Guarantee should be valid for a period of 15 (Fifteen) months from the date of commencement of contract. In the event of extension of contract for a further period of One year after initial contract period, the Performance Bank Guarantee will be required to be extended for another 15 (Fifteen) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favour of Visakhapatnam Port Logistics Park Ltd, payable at Visakhapatnam. This performance guarantee will not bear any interest.

Operations are required as per working hours of VPLPL for 6 working days a week basis from 9.30 am to 6.30 pm. However if the needs arises, vendor should be flexible to change the duty hours as per VPLPL's requirement. The Operator and helpers should maintain the punctuality and report at office on time. The Lunch time may preferably be taken from 1:30 PM to 2:00 PM. In the event of requirement of job on weekly holidays/other holidays or beyond the above working hours the contractor will be obliged to undertake the same. No claim will be entertained towards extra payment other than price schedule.

#### 5. Security Deposit / EMD

**In view of the pandemic and slowdown in economy, in lieu of an EMD, bidders should deposit "Bid Security Declaration" as found in Annexure 2, duly signed by bidder.**

#### 6. Volume

No definite volume of work is guaranteed during the period of the contract.

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

#### 7. Payment Terms

Payment will be made on monthly cycle basis in the following month within 10 (Ten) working days of submission of bills duly certified by company officials with all relevant supporting documents.

#### 8. 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 VPLPL. In the event of contractor contravening the conditions, VPLPL shall be entitled to get the work done from any other firm at the „Risk & Cost“ of the contract.

## **9. 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 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. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made 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 VPLPL operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

## **11. Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within VPLPL yard. Any damage to any life and/or property inside VPLPL facility due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipment operating inside VPLPL facility.

## **12. Addition/alteration of Tender Document**

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

### **13. ESI/PF/Other Statutory obligations:**

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

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

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

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment. The health and safety of the personnel's deployed by the contractor would be solely Contractor's responsibility.

It may be noted that the bill submitted by the Contractor 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 him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

### **14. Manpower / Working hours**

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

It is clearly understood that the employee engaged by the Contractor are his own employee and not employees of VPLPL. Contractors employees should not ask any salary or job or any favour from VPLPL. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards. VPLPL will not be responsible for any IR related issues with the contractor's personnel.

Operations are required as per working hours of VPLPL and on 6 working days a week basis from 9.30 am to 6.30 pm. However if the need arises, vendor should be flexible to change the duty hours as per VPLPL requirement. The Operator and helpers should maintain the

punctuality and report at office on time. The Lunch time may preferably be taken from 1:30 PM to 2:00 PM. In the event of requirement of job on weekly holidays/other holidays or beyond the above working hours the contractor will be obliged to undertake the same. No claim will be entertained towards extra payment other than price schedule

### **15. Alternative Arrangement**

In absence of timely and proper performance by the contractor, VPLPL reserve 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 VPLPL for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of VPLPL to take recourse to the above conditions. The rate will be inclusive of all costs towards engaging experienced personnel. The rate should be kept firm during the period of contract. If there is variation between the rates quoted in the figures and in words, only the lower of the two rates quoted shall be considered. The rate quoted should be in line with the "Minimum Wages Act" notified by Ministry of Labour, Government of India, irrespective of piece rate or time rate.

### **16. Termination**

The contract can be terminated by either party by giving 1 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

### **17. Force Majeure Conditions:**

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

### **18. Arbitration:**

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



**19. Purchase Preference Policy for MSME Enterprises:**

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

**NOTE: This is no Split Tender****20. Compliance of GST**

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

*TDS Compliance: Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018. VPLPL, being a PSU these provisions will be applicable for all the payments made by Visakhapatnam Port Logistics Park Ltd., on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.*

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

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

### **DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No VPLPL/MMLH/HANDLING CONTRACT/PT/29, Dated 15/05/2021 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address  
Telephone Nos.  
Office:  
Fax Nos. :

## ANNEXURE- A

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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

**PRICE BID - A**  
**Visakhapatnam Port Logistics Park Limited**  
**Beside Mindi Railway yard,**  
**Mulagada village, Visakhapatnam - 530012**

**PRICE BID - Warehouse operations (Covered and Open Yard):**

	<b>HANDLING OF CARGO</b>	<b>QTY. (In MT) per month</b>	<b>Rate Per MT</b>	<b>Total value</b>
i	Unload cargo of weight up to 50 kgs from road vehicles / containers and stack the same in covered warehouse or open yard using manual labour and forklift.	<b>500</b>		
ii	Unload cargo of weight above 50 kgs from road vehicles / containers and stack the same in covered warehouse or open yard using manual labour and forklift.	<b>300</b>		
iii	Unload cargo from road vehicles / containers and stack the same in open yard using manual labour and 12 MT Hydra Crane.	<b>300</b>		
iv	Arrange delivery of cargo of weight upto 50 kgs from covered warehouse or open yard using manual labour and forklift.	<b>400</b>		
v	Arrange delivery of cargo of weight above 50 kgs from covered warehouse or open yard using manual labour and forklift.	<b>300</b>		
vi	Arrange delivery of cargo from open yard using 12 MT Hydra	<b>300</b>		
	<b>TOTAL</b>			

**Note :**

**GST/Applicable taxes will be extra as per extant rules**

Please ref point no.A under Scope of Work enlisted above.

VPLPL will not provide any manpower and the same has to be provided by the Contractor as per requirements from time to time.

Contractor shall deploy additional manpower depending upon the requirements. Contractor will ensure that such manpower is made available immediately on requisition by VPLPL.

**Note : Quantity given in above price bid schedules is only estimation and will be used for evaluation purpose only and actual quantity may increase or decrease. The Company does not any guarantee regarding this.**

**PRICE BID - B**

**Visakhapatnam Port Logistics Park Limited**  
**Beside Mindi Railway yard,**  
**Mulagada village, Visakhapatnam - 530012**

**PRICE BID – (FOR PROVIDING MANUAL LABOUR & EQUIPMENT ON CALL BASIS)**

<b>Sr.no.</b>	<b>Description</b>	<b>QTY. Per month</b>	<b>Rate Per Shift per labour</b>	<b>Total value</b>
1	Providing Manual Labour for handling cargo (on per labour per day basis)	30 nos		
2	Providing 3 MT Fork lift for handling cargo on 8 hours shift basis.	30 shifts		
3	Providing 12 MT Hydra Crane for handling cargo on 8 hours shift basis.	15 shifts		
4	Providing 16 MT Hydra Crane for handling cargo on 8 hours shift basis.	10 shifts		
5	Providing 32 MT Fork lift for off-Loading / loading ISO containers on 8 hours shift basis.	10 shifts		
6	Supply of 80 GSM tarpaulins ( Size : 18x48 feet) per sheet	50 nos		
<b>TOTAL</b>				

**NOTE: GST/Applicable taxes will be extra as per extant rules**

**Office Seal****Date****Place****Tel .No.****Signature****Designation****Name of the company****Address****Fax. No.****Email.****NOTE:**

- Rates should be inclusive of all taxes & duties except GST, which if applicable, shall be noted separately
- Note: Quantity given in above price bid schedules is only estimation and will be used for evaluation purpose only and actual quantity may increase or decrease. The Company does not any guarantee regarding this.

## ATTACHMENT - I

**BANK GUARANTEE AGAINST PERFORMANCE**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

THE GUARANTEE is executed at Kolkata on the..... day of..... by ..... (set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns). WHEREAS Visakhapatnam Port Logistics Park Limited. (local address), ..... an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being No. .... dated (hereinafter referred to as "the said Tender") for (set out purpose of the job) and pursuant thereto Messrs/ Mr. ....(set out full name and address of the Vendor) (hereinafter referred to as "the Vendor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Vendor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and filed its quotation. AND WHEREAS the quotation of the Vendor had been accepted by the Company and in pursuance thereof an Order being No..... dated ..... (hereinafter referred to as "the said Order") has been placed by the Company on the Vendor for (set out purpose of the job). AND WHEREAS under the terms of the said Order the Vendor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees ..... only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Vendor under the Agreement dated the ..... day of ..... (hereinafter referred to as "the Agreement ") entered into by and between the Company of the one part and the Vendor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto. AND WHEREAS the Vendor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned. NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Vendor, we ..... (set out the full name of the Bank) the Bankers of the Vendor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Vendor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.

3. The Guarantee is issued as security against due performance of the obligations of the Vendor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Vendor.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

**ANNEXURE - 2**

## Bid Security Declaration Form

Date: \_\_\_\_\_

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

To,  
 Visakhapatnam Port Logistics Park Ltd.  
 Multi Modal Logistics Hub,  
 Sy No. 1P/2P,  
 beside Mindi Railway siding,  
 Mulagada village, Visakhapatnam - 530012

I/We. The undersigned, declare that:

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

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

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

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

Signed: \_\_\_\_\_

in the capacity of : \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Corporate Seal

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

## INTEGRITY PACT



Visakhapatnam Port Logistics Park Ltd. (VPLPL) 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 for 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.

### Section 2- 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.

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 "VPLPL Policy on Blacklisting".

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

a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "VPLPL 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 Director, VPLPL.

(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 Director, VPLPL 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 VPLPL Board.

(h) If the Monitor has reported to the Director, VPLPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, VPLPL 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.

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 Director, VPLPL.

**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: \_\_\_\_\_

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 VPLPL 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 VPLPL.
- 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 VPLPL 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 VPLPL 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 VPLPL. Besides this, there would be a penalty of banning business dealings with VPLPL or damage or payment of a named sum.

\* \* \* \* \*

Annexure - B



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

## Balmer Lawrie Policy on Black Listing

### Introduction

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

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

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

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

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

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

### A. Definitions

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

Contd.../2..

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### B.2.2 Period of Banning

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

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

#### B.2.3 Exceptional Cases:

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

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

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

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

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

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

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

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

#### C Effect of banning on other ongoing contracts/tenders

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

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**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

Action for suspension of business dealing with any agency/(ies) shall be initiated By SCM/Purchase Department of the SBU/Function when

- i. Complaint from the indenting users' department / employees against the unsatisfactory / inferior / substandard service / product given by the Service Provider / Contractor / Vendor.
- ii. Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- iii. Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- iv. Non-performance of Vendor / Supplier / Service provider / Contractor / Consultant leading to termination of Contract / Order
- v. The vendors / bidders / suppliers quoting wrong and misleading information while quoting for a Tender and the same is found out by the Tender Committee while preparing the TCR can also suspend such agency/bidder under these rules.

**D.2 Suspension Procedure:**

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by two months at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

In the cases of supply of poor quality products / rendering poor services, a recommendation for suspension can be ordered by a committee comprising Indenting department head, Purchase / SCM head & SBU / Function Head.

D.2.2 The suspension order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU Heads by CSM/Purchase Department of the SBU/Function. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated in writing to the agency.

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D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) The agency is put on suspension list and (ii) Why action should not be taken for banning the agency for future business from Balmer Lawrie.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 30 days from the date of receipt of such intimation as mentioned in clause no. D.1.

D.3 **Effect of Suspension of business:**

Effect of suspension on other on-going / future tenders will be as under:

D.3.1 No enquiry / bid / tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 After issue of the enquiry / bid / tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud / mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L), then such tender shall also be cancelled and re-invited.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.
- F.3 Appeal process may be completed within 45days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Fraud Prevention Policy', and 'Policy on black listing in case of Corrupt/Fraudulent/Collusive/ Coercive Practice', the provisions of the policy on black listing in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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