



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
Container Freight Station
P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 24506811 /24506816,
Fax No. 24498355
E-mail: banik.s@balmerlawrie.com

e- TENDER NO: BL/CFS_KOL/RST-HIRE/21-22/15

TECHNICAL / COMMERCIAL BID

**Tender Document for Hiring of Reach Stacker 01 no [40/45 MT Capacity]
at CFS – Kolkata**

DUE DATE FOR SUBMISSION

22/11/2021 BY 16:00 hrs

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NOTICE INVITING E-TENDER

M/S BALMER LAWRIE & CO. LTD. invite online e-tender bids in 2-bid system from competent, experienced and reliable Vendor/Contractor / Agencies, who own Reach Stackers, and fulfill the Eligibility Criteria noted in the General Terms & Conditions hereinafter **for Hiring of Reach Stacker 01 no [40/45MT Capacity]** at our Container Freight Station – P-3/1, Transport Depot Road, Kolkata – 700 088. **The contractor should be capable of mobilizing required number of Reach stackers having minimum capacity of 45 MT each for handling of containers both loaded and empty at our CFS yard.**

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

S. No	Description	Details
1	Name of Work	Hiring of Reach Stacker 01 no [40/45 MT Capacity] at CFS – Kolkata
2	Tender No	BL/CFS_KOL/RST-HIRE/21-22/15
3	Validity Of Offer	120 days from the date of opening of the price bid.
4	Contract Period	1 year
5	Tender Fee	NIL
6	EMD	NA
7	Downloading / Submission of Tender :	
	a. Starts on	01/11/2021
	b. Closes on	22/11/2021 BY 4 PM
8	Opening of Tenders	On or after due date of submission.

GeM Declaration

Hiring of Reach Stacker 01 no [40/45 MT Capacity] at CFS – Kolkata was not available in GeM for the location. The non-availability report is GEM NAR REPORT ID: GEM/GARPTS/06102021/91KBW8T8XWQ1 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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company **other than sole proprietor.**
- 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.

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 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. The physical original instruments/drafts /MSME/NSIC certificate should reach our above address prior to due date and time. 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 Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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

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The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

4. Deactivation of Bidders

The bidders found defaulting in submission of hard copies of original DD for EMD /MSME/NSIC Certificate and other documents to the Tender Inviting Authority on or before the time stipulated in the tender will not be permitted to participate in the tender.

5. Tender Document

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if in doubt, from the Tender Inviting Authority. 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 in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained as given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Tender Form and Commercial Bid need to be attached to the tender while submitting the bids on line.
- b. The bidders furnish hard copies of all the uploaded documents.

7. Disclaimer Clauses

The Company [Balmer Lawrie & Co. Ltd.] nor the service provider [C1 India Pvt. Ltd.] is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any tenderer either in part or in full without assigning any reason whatsoever.

1. Submission of credentials and Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company(Balmer Lawrie) is detected at any stage

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 P-3/1, Transport Depot. Road
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PART – I :
FORM – I ::TENDER FORM

1.0 COMPANY

1.1	Name of the Company				
1.2	Constitution (Whether Govt., PSU, Public Ltd., Private, Proprietorship, Partnership) [If Public or Pvt. Ltd. Company Memorandum and Articles of Association to be enclosed]				
1.3	Office Address:				
1.4	Communication :	Telephone No.	Fax No.	E-mail ID	Mobile No
		No.	Date	Valid Till	
1.5	Trade Licence Details [photocopy to be enclosed]				
1.6	The following will be mentioned as also Photo copy of the Certificate to be enclosed				
	PAN No.	GST Registration No.	ESI Registration No.	P F Code No.	
1.7	MSME/NSIC Registered. (To mention & Certificate to enclose)	In case of MSME/NSIC, if vendor is SC/ST (To mention & Certificate to enclose)			
1.8	<u>Key persons of the organization</u>				
	Name				
	Designation				
	Contact Telephone No.				
	Mobile No.				

3.0	Number of own Reach Stacker with capacity and Registration number of each Reach Stacker [Attach copy of documents]	<u>Make</u>	<u>Capacity</u>	<u>Yr. of Mfg</u>
4.0	No. of Reach Stacker on leased/attached [Please attach letter from associate Company or arrangement]	<u>Leased</u>	<u>Attached</u>	
5.0	A. Presently available at :			
	B. Whether in operating condition :			
	C. Whether available for inspection :			
	D. If yes, whom to contact :	Name: Tel/Cell No.: Fax No. :		
6.0	Details of Container Handling Experience at Kolkata/Haldia Port or any other location. [Please attach copy of Work Order issued in your favour in support of experience]			

Office Seal

Signature

Name

Designation

Date :



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EQUIPMENT DETAILS TO BE FURNISHED BY BIDDER

Please use separate sheets for each equipment being offered.

[01] Name of the Manufacturer :

[02] Month & Year of Manufacturing :

[03] Registration Number :

[04] In possession with owner since :
[Please enclose proof of ownership]

[05] a. Presently available at [address] :
b. Whether in operating condition :
c. Whether available for inspection :

[06] Maximum stacking & lifting capacity: High _____ MT _____

[07] Lifting capacity : Row Height

1st Row & 1st high(Ground) _____MT

1st Row & Gr+1high _____MT

1st Row & Gr+2 high _____MT

1st Row & Gr+3 high _____MT

2nd Row & 1st high-----MT

2nd Row & 2nd high-----MT

2nd Row & 3rd high-----MT

Attach a copy of Load Chart as provided by Manufacturer.

[08] Other relevant information, if any.

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PART – I :**OUR REQUIREMENT**

01	Lifting Capacity	40/45 MT [The equipment to be capable of lifting up a loaded 4 high container with clearance of minimum 2 feet from its resting 3 high level]
02	Stacking	4 high [Ground + 3 high]
03	Hiring period	For a period of one year.
04	Condition of equipments	The equipment should be of Reputed Brand/Standard Brand & in good working condition and should not be manufactured earlier than the year 2018 preferably with digital weightment facility. The equipment will be inspected and trial runs will be carried out for which all facilities will be provided by Owner.
05	Operator	To be provided by the vendor.
06	All running costs	To be borne by the Owner [including Fuel, Lubricants etc.]
07	Normal operating hours	The RST would be required to operate 16 hours a day, 26 days of a month as per requirement of CFS.
08	Maintenance	To be borne by the contractor. In case of breakdown beyond one hour in a day, alternate arrangement has to be made by the contractor, at his cost and risk. Deduction would be made for breakdowns beyond one hour in a day, if no alternate arrangements are made.
09	Positioning	The equipment should be positioned at our CFS premises within 15 [fifteen] days of placement of the Work Order/LOI.
10	Certification	The Vendor shall provide Test Certificate from authorised Certifying agency/person approved by Dock Safety Authority before initial placement of the RST for operation and thereafter every year for its fitted Twist Lock and its related lifting capacity.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Pre-Qualification Criteria

- 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.(Annexure B)
- b) Submission of Trade License.
- c) RST to be offered for Hire shall be of Standard Brand/Reputed make manufactured on or after **2018** & fitted with Load Cell.
- d) The tenderer/bidder should have the following minimum values in “**Similar Works**” during past seven (7) years ending last day of month previous to the one in which tenders are invited:- .
3 similar completed work each costing not less than ₹ 72 Lakhs or
2 similar completed works each costing not less than ₹ 87 Lakhs or
1 similar completed work costing not less than ₹ 116 Lakhs
“Similar Works” means deployment of Reach Stacker type of Crane/material handling equipment in Container Frieght Station or Container Handling ports in India
Copy of work orders and completion certificates from reputed clients in India should be enclosed as supportive documents. The completion certificate should include following Details :-
1. Work order reference along with completion certificate as main Consultant clearly specifying the scope of work
2. Total amount of work in ₹ completed against work order.
3. Date of completion/ Duration.
The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be considered while evaluating the individual work order value.
5. TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.
6. Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.
In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate 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.

- e) Proof for availability of own/attached Reach Stacker.(Invoice/Comprehensive Insurance etc)
- f) Should have minimum Average Business Turnover of ₹ 50 lakhs per financial year during last three years ending 2020-21. 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 2021 yet not audited, bidder can submit provisional statement for the year ending March 2020 signed by Chartered Accountant
- g) Registration Certification with GST.
- h) The bidder must have PF & ESI registration.
- i) The Bidder must have Trade License.
- j) 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 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. (Annexure B)
- k) Bidder should submit Integrity Pact in prescribed format attached herewith in tender document as given in Annexure C.
- l) Bidders who are engaged in similar business (Operation of Container Freight Station, Inland Container Depots etc) are not eligible for this tender. A declaration by the authorized person is to be submitted on the Company's Letter head with signature and stamp stating that they are not in similar business and none of the directors/Owners are associated in any capacity in similar business .

Note : Price-bids of only those tenderers, who fulfill the above Compulsory criteria, will be opened

2. Submission of on-line Bids

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

[A] Techno Commercial Bid [Unpriced]

and

[B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

UNPRICED [TECHNO-COMMERCIAL] BID OPENING

Techno-Commercial Bids will be opened online as per the Tender Calendar.

PRICE BID OPENING

After opening and processing of the Technical / Commercial Bids, price bid will be opened.

4. **Scope of Work**

The Reach Stacker/Stackers will be taken on monthly hire basis and shall satisfy the requirement mentioned hereunder. In this respect, the bidder shall have to submit a certificate from the Manufacturer or their authorized Dealer / Agent of the Reach Stacker or any other authority as may be considered appropriate by Balmer Lawrie. However, Balmer Lawrie will have the right to check the same from their end at any point of time during pendency of the contract.

Sl	Description		Requirement
[I] Capacity		(a)	Not less than 40 tonnes in the first row, four high stacking (ground plus three high)
		(b)	Not less than 22 tones in the second row. Three high stacking (ground plus two high).
		(c)	Not less than 11 tonnes in the third row. Two high stacking (ground plus one high).
[ii] Stacking Capacity		(a)	For 20/40 feet container with 8 feet 6 inches height [I] Minimum four high in the first row [ii] Minimum three high in the second row [iii] Minimum two high in the third row.
		(b)	For 40 feet container with 9 feet 6 inches height [I] Minimum three high in the first row [ii] Minimum two high in the second row [iii] Minimum one high in the third row.
[iii] Turning Radius (outer)			Not more than 8000 mm
[iv] Hydraulic side shift			Not less than 800 mm on each side
[v] Gradability with load			Not less than 15%
[vi] Ground clearance			Not less than 150 mm
[vii] Container spreader			20 ft & 40 ft detachable fully automatic hydraulic telescopic top lift spreader
[viii] Spreader			Not less than 180 degree on one side and 90 degree on other side spreader with total slew of 270 degree preferred.
[ix] Spreader tilting			+/- 4 to 5 degree

[05] **Tasks & responsibility**

- 5.01 The Reach Stacker should be placed at our CFS to undertake the jobs of loading and unloading regularly on monthly basis.
- 5.02 The driver of the Reach Stacker alongwith supervisor/helper should be present at all the time till loading/ unloading operation of containers continues at CFS and they should be responsible for getting the job done i.e. loading/unloading of containers.
- 5.03 The contractor should follow all the laid down rules & regulations of the RTA/local Government and the CFS.
- 5.04 The contractor should take all precautionary measures including safety and security of the containers & goods contained therein.

- 5.05 The Reach Stacker provided shall be in perfect working condition and should have license, fitness certificate etc. as per Statutory Regulations. These documents should be produced on demand by the Company. The manufacturing year of the Reach Stacker should be not be earlier than 2018.
- 5.06 The contractor should repair/replace immediately the Reach Stacker in the event of a breakdown at any point of loading/unloading operation.
- 5.07 It would be the responsibility of the contractor to get the container (s) unloaded/loaded from/on the truck/trailor in time.
- 5.08 The Drivers/Operators of the Reach Stacker should possess valid license to operate the equipment. The Drivers/Operators, Helpers of the equipment/Supervisory Staff, Mechanics shall have good health and strictly abide by the administrative rules and regulations of BL-CFS.
- 5.09 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury including the vendor's staffs and damages to any person or any property whatsoever which may arise out of consequence of the work and against all claims, demands proceedings, damages, cost, charges and expenses whatsoever.
- 5.10 The Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the Company for providing the services other than the payment from the Company against services as per the terms of the contract. The Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing Company's/Customers' employees in whatsoever manner. Indulgence of such practice will be considered as breach of this agreement
- 5.11 Contractor shall be answerable for all complaints and/or claims due to negligence, misconduct, malpractice on the part of the any person engaged by the contractor. All persons, employees or otherwise engaged by contractor should carry identification card & authorized letter in their names and the same should be intimated to the Company.
- 5.12 Contractor shall remove and/or replace any of their employees or person who as per opinion of the Company are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the Company.
- 5.13 Contractor shall at all time take precautions to prevent any unlawful, riotous or discordantly conduct by or among their employees and for perseverance of peace and protection of persons and property inside BL-CFS.
- 5.14 Contractor shall take necessary instruction from the authorized/nominated person of the Company and undertake the assigned working as per work guideline to be issued by the Company from time to time.
- 5.15 Safety regulation shall be applicable to the total contract. All Safety Regulations in vogue as amended from time to time shall have to be satisfied, as the equipment will be working within the CFS premises. Necessary examination and tests shall have to be carried out by Competent Person'. All costs arising out of such tests examinations shall have to borne by the contractor at no extra cost to Balmer Lawrie.
- 5.16 The contractor shall ensure furnishing a detailed report about the status of the operations done by the Reach Stacker at the end of the each shift to be signed jointly by the representative of Balmer Lawrie and the authorized representative of the contractor as a proof of availability of the Reach Stacker for container handling operation and the reports will be the basis for release of payment to the contractor.
- 5.17 The contractor will be required to handle ODC/OWC cargo by their Reach Stacker as and when required. Necessary slings, ropes etc. will be provided by BL-CFS.
- 5.18 The contractor will allow installation of RFID Antenna on the Reach Stacker for easy identification of containers through the RFID System. The installation will be done by BL at their own cost.

- 5.19 The contractor should ensure to perform the shifting of containers from one place to another both in Laden and Empty containers in case required after instruction received from the BL OPS supervisor

SAFETY CLAUSE

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

List of safety violations and penalty clause for the same

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

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

- The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
- Annexure – 1 & 2 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.

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

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

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

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

CASE - I**MINOR VIOLATIONS**

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

21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

CASE – 2

MAJOR VIOLATIONS

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

[06] Rate

The rate is to be quoted on monthly rent basis for the equipment to be stationed at BL-CFS Kolkata premises for use by the Company on exclusive basis for 16 hours a day, 26 days per month as per requirement. Rate for additional Working beyond stipulated time should be quoted separately [Please refer Price Bid for details]. The bidder should also be in a position to provide additional Reach Stacker

as and when required within 12 hrs of notice, which shall be of manufacture not earlier than 2018 in case of need to operate the same on a shift basis.

Rates should be kept firm during the period of the contract. However GST will be paid extra as applicable.

The rate will include cost of statutory charges other than GST, including R.T.O. Licence, insurance charges and inclusive of running cost such as fuel, lubricants and maintenance. The contractor will undertake to keep valid all licences and insurance policies during the contract period. No additional charges of any nature would be paid by Balmer Lawrie over and above the quoted rate.

[07] **Log Book**

A Log Book to be maintained by the contractor for each equipment incorporating operational information, hour meter reading, breakdown period, additional/extended hours of working etc. Format for the Log Book will be designed by BL-CFS. The logbook after incorporating all the required information to be signed by contractor and counter signed by officer in charge / Authorized Representative of BL-CFS on day to day basis.

[08] **Fuel**

Fuel to be arranged by the Contractor at their own cost.

Fuel Escalation Clause

The rates accepted by the company will otherwise remain unaltered except for any increase/decrease of fuel cost. In such event, the rate will be increased/decreased by amount as per formula given below:

$$0.20 \times A \times \frac{B-C}{C}$$

A = Base rate as per contract in rupees [transportation rate]

B = Increases/Decreased in rate of HSD per Litre. [as on last date of preceding month].

C = Ruling price of HSD per litre applicable at a Fuel station within 2 kms of Balmer Lawrie CFS Kolkata as on date of contract

In case of de-escalation of fuel cost the rate will be reduced as per same formula.

The escalation/de-escalation will be applicable from the month following the month in which the price increase/decrease in HSD takes place. However escalation/de-escalation of the fuel cost has to be informed in writing within 15 days from the date of increase/decrease of the HSD .

Or else fuel may be provided by BL at its sole discretion and cost of such fuel shall debited from respective month's bill.

[09] **Validity of offer for acceptance**

The rate should be valid for acceptance upto 120 days from the date of opening of Price Bid.

[10] **Validity of Rates**

The rate should be firm for a period of three years from the date of finalization of the contract.

[11] **Payment**

Payment will be made after 30 days from the date of submission of bills provided the same are correct in all respect supported by copy of relevant portion of Log Book as stated above and job requisition slips for additional work and duly certified by Officer-in-charge of the company. Appropriate tax [if applicable] will be deducted from the bills as per statutory regulations.

[12] **Performance Guarantee/Security Deposit**

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20

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

(ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work, final bill payment & after submission of Performance Bank Guarantee covering the defect liability period.

(iii) No interest shall be payable against Security Deposit.

(iv) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated, penalty or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.

(v) Security deposit has to be paid by MSE vendors too.

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

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

[13] **Work Place**

Balmer Lawrie & Co. Ltd. [Container Freight Station] P-3/1, Transport Depot Road, Kolkata – 700 088. On requirement the same may be placed at the stockyard at Sonapur adjacent to the CFS.

[14] **Working Hours**

Operations to be performed as per requirement of BL-CFS-Kolkata, 16 hours a day and 26 days a month basis as would be advised by BL. 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.

[15] **Breakdown and Maintenance**

It will be the responsibility of contractor to ensure proper maintenance of the equipment being offered by them. All expenses on this account will be borne by the contractor. In case of breakdown of any equipment for a time exceeding one hour in a day, in case of work exigency, it will be the responsibility of the contractor to make alternate arrangement at their risk and cost. A maintenance gang should be stationed at the CFS for this purpose. For breakdown beyond one hour in a day where alternate Reach Stacker has not been arranged, a penalty shall be imposed equivalent to the same rate quoted by vender for extended hours of operations. Refer item [C] of the price schedule. The deduction would be made from the monthly hire charges.

[16] **Handling Containers**

The container shall be handled with maximum care and without any damage to the containers or vehicle. The contractor will be held responsible for any damage to container or vehicles during handling of containers and the cost incurred for repair of containers or vehicles will be recovered from the contractor. Any consequential damages to cargo or property due to improper handling of containers would also be borne by the contractor.

[17] **Period of Contract**

The contract would be for a period of 1 year from the date of issuance Work Order/ LOI.

[18] **Acceptance/Rejection of Tender**

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

[19] **Purchase preference policy for MSE Vendors**

This is a no split tender

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
- d. National Small Industries Corporation (NSIC)
- e. Directorate of Handicraft and Handloom
- f. 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

23.4 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

[21] Labour Laws

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to labours engaged by him on Work.
- (iii) Contractor shall at his expense comply with all Labour Laws and keep BL indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

[22] The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract. Necessary Insurance against his liability with an insurer until the completion of this contract shall be done by the vendor.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the

following:

- i) Provident Fund Act for P.F. Scheme for labours engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970.
- vii) Any Other Laws/Rules/Regulations as per the Statute

[23] **Discipline of Workmen Engaged by the Contractor**

Workmen engaged by the contractor should be well behaved & disciplined and have good moral background. They should not be influenced under any drug/liquor nor engaged in any anti-social activities. The contractor should ensure that their employee refrain from demanding/accepting any tips, speed money or any gift from the customer/clients etc. The operator & helper should not use mobile phone during the operation time.

Contractor should strictly follow work instruction given by Company's officer only and should not encourage any instruction by Company's clients, customs officials etc. Any such activities will be considered indiscipline on the part of Contractor and Company will be entitled to take any action which may deem fit for such default.

[24] **Contractor's responsibility, liability and ensuring safety**

The contractor should be responsible for any liability in the event of any accidental death or disablement of any person engaged by them during operations or caused by their equipment to any person, while undertaking the operation for Balmer Lawrie & Co. Ltd. It is mandatory that necessary 3rd party insurance cover is kept valid by the bidder for the equipments operating inside BL-CFS, Kolkata. Additionally the bidder has to enclose with commercial bid a certificate from licensed organization of the load lifting capacity of the offered Reach Stacker in different situations as specified herein above. This certificate has to be submitted fresh on a half yearly basis or more frequently if so desired by BL-CFS.

The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative wherever necessary and shall comply with directions issued by any authorized official from time to time and at all times:

- i) Providing protective foot wear/head wear / masks to workers to protect them against any accident.
- ii) Avoiding open/live electrical wire etc., as they would electrocute the works.
- iii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in & around the areas where machines, hoists and similar units are working.

[25] Award of Tender: The tender shall be awarded to the overall L1 bidder only. Balmer Lawrie reserves the right to negotiate with the L1 bidder only.

[26] **Commencement of work**

The work shall have to be commenced as per instruction of the Company on placement of LOI/ Work Order and submission of Performance Guarantee as stipulated. No payment shall be made for transfer and placement of vehicle at Balmer Lawrie Container Freight Station ,P-3/1 Transport Depot Road ,Kolkata-700088

[27] **Termination of the Contract**

Termination on expiry of the CONTRACT

27.1 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.

27.2 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.

27.3 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.

27.4 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.

[28] **Penalty/Liquidated damages: -**

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

- a) As per clause [15] & other conditions mentioned in the tender document
- b) 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.
- c) 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.
- d) For regular loading/unloading apart from wagon, even after prior booking, if equipment is not deployed within stipulated time i.e. 10AM, then Rs.100/- per equipment per hour would be deducted from the monthly bills.

29. 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.

30. Force Majeure:

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

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

31. RESOLUTION OF DISPUTES / ARBITRATION

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

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

32. 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.

33. Tender for registered approved vendors only: The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
34. Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com and e-procurement website <https://eproc.balmerlawrie.com>
35. Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY). Contractor shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan

Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of Balmer Lawrie and Company Limited for defraying the cost of the insurance premium amount under the contract. The contractor shall also certify that the claim has not been preferred in the earlier contract of Balmer Lawrie and Company Limited or otherwise.

Balmer Lawrie and Company Limited after satisfying by verifying the required documents shall release the premium amount to contractor. In case a member is covered through more than one account, insurance cover will be restricted to one only.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. BL/CFS_KOL/RST-HIRE/21-22/15 and hereby confirm our acceptance of the same.

Signature :

Official Seal with address

Date :

Name of the signatory :

Designation

Name of the Company

Annexure A**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 /LLP/ Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	If MSME vendor is SC/ST must furnish their relevant document.	

Annexure B

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)/

Tender No.: BL/CFS_KOL/RST-HIRE/21-22/15

Name of Work: AT Balmer Lawrie CFS,,WD & EXT WD ,Kolkata

I/ We, the authorized signatory of M/s,
participating in the subject Tender no.: BL/CFS_Kol/RST_Hire/21-22/15 for the job of “Hiring of Reach Stacker
01 no [40/45 MT Capacity] at Balmer Lawrie CFS,,WD & EXT WD ,Kolkata” 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 Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated below:

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

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or Govt of India , except as indicated below : (Here give particulars of blacklisting or holiday listing and in the absence thereof state “NIL”)

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by Balmer Lawrie and Company Limited or its Administrative Ministry (presently the Ministry of Petroleum and Natural Gas), except as indicated below : (Here give particulars of black listing or holiday listing and in the absence thereof state “NIL”) It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder: _____

Date :

Name of Signatory : _____

Annexure C
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.

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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.

"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.

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.

Page - 4**(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.

Contd.../5...

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

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

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

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

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

C Effect of banning on other ongoing contracts/tenders

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

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D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

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

D.3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

- (vi) After obtaining approval from the concerned Director, SCM/Purchase department will issue a letter in the form of Speaking Order to the agency conveying the decision of putting the agency on the banning list along with reasons.
 - (vii) The banning order shall also be hosted on Balmer Lawrie's intranet and a copy will be forwarded to all SBU/Function Heads by SCM/Purchase Department of the SBU/Function. A list of all agencies put on banning will be maintained at Balmer Lawrie Intranet/website, mentioning the period of operation of such ban.
- Further, if a communication has been received from the Ministry of Petroleum & Natural Gas or other PSUs to ban the agency from dealing with any PSE, the agency shall be automatically put in the banned list.
- (viii) The above process of banning should be completed within 04months from initiation of case by concerned department responsible for invitation of bid.
 - (ix) Pending the outcome of suspension of work and Show Cause notice, a parallel tender can be invited and processed till Price Bid Opening (PBO) stage to save time required for re-tendering. Eventually, this tender to be concluded or otherwise based on the outcome of process of Show Cause notice.
 - (x) After issuance of banning order, action for termination of order(s)/contract (s) where it has been concluded that such irregularities have been committed and for encashment of Performance Bank Guarantee (PBG) against such order (s)/ contract (3),will be taken by concerned SCM/Purchase department as per extant DoA. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

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

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

In case of fraudulent /corrupt /collusive/coercive practice by any member or leader itself, consortium including errant member &leader will be put on banning list and shall not be allowed to participate in the ongoing/future tenders in either as an individual bidder or as a member of consortium/JV.
- (xiv) In case any Project Management Consultant (PMC) detects the fraudulent /corrupt / collusive / coercive practice during evaluation and execution of any contract and recommendations made to Balmer Lawrie, the procedure mentioned hereinabove is to be followed after obtaining the documents from PMC for putting the agency on banning list.
- (xv) The banning shall be with prospective effect i.e future business dealings

F. Appeal against the Decision of the Competent Authority

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

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

(A Govt. of India Enterprise)
 Container Freight Station – Kolkata
 P-3/1, Transport Depot. Road
 Kolkata – 700 088

PART-II : PRICE SCHEDULE**HIRING CHARGES OF REACH STACKER AT KOLKATA-CFS**

Sl.	Description of Work	Unit	Qty	Rate (₹)	Amount (₹)
[A]	FOR NORMAL OPERATION OF 16 HOURS A DAY AND ON 26 DAYS IN A MONTH	PER MONTH	12		
[B]	ADDITIONAL CHARGES BEYOND 26 DAYS IN A MONTH FOR 12 HOURS SHIFT OPERATION ON ANY DAY	PER DAY	48		
[C]	ADDITIONAL CHARGES FOR OPERATIONS BEYOND 16/12 HOURS. [In case of item- A, 16 Hrs and in case of item-B and item-D & E 12 Hrs]	PER HOUR	1200		
[D]	ADDITIONAL REACH STACKER FOR 12 HRS OPERATIONS	PER DAY	12		
[E]	HIRING OF ADDITIONAL REACH STACKER ON MONTHLY BASIS FOR 12 HOURS A DAY AND ON 26 DAYS A MONTH	PER MONTH	6		

N.B.

- Rate above to be quoted excluding GST. GST to be paid by BL as extra