

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]
Tender No : BLC/CFS/Panel Valuer/12



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

TENDER NO: BLC/CFS/Panel Valuer/12
Dt. 05.06.23

Tender for
ENGAGEMENT OF PANEL VALUER FOR CUSTOMS UNCLEARED CARGO

DUE DATE & TIME: [26/06/2023]

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NOTICE INVITING TENDER

Sealed offers are invited from the “Empaneled Chartered Engineers for valuation of cargo in the Office of the Commissioner of Customs, Imports, Chennai” for the subject tender Engagement of Panel Valuer for Customs Uncleared Cargo as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the tendering portal www.balmerlawrie.com.

The tender has to be submitted along with the supporting documents in a sealed envelope super scribing **TENDER No.BLC/CFS/Panel Valuer/12 Dated 05/06/2023 “OFFER FOR ENGAGEMENT OF PANEL VALUER FOR CUSTOMS UNCLEARED CARGO ”** and shall be dropped in our tender box at the given address **within 26/06/2023 AT 4.00 PM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
No.32, Sattangadu Village, Manali,
Chennai-600068**

S. No	Description	Details
1	Name of Work	APPOINTMENT OF PANEL VALUER FOR CUSTOMS UNCLEARED CARGO
2	Tender No	BLC/CFS/Panel Valuer/12
3	Validity Of Offer	120 days from the date of opening of the price Bid
4	Contract Period	One year
5	Tender Fee	NA
6	EMD	Rs.3,000/-
7	Downloading / Submission of Tender :	
	a. Starts on	05/06/2023
	b. Closes on	26/06/2023
8	Opening of Tenders	27/06/2023

GeM Declaration

Appointment of panel valuer for customs un-cleared cargo is not available in GeM. Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.

Report ID: GEM/GARPTS/02062023/6FB23H9254XF

1. LIST OF DOCUMENTS TO BE UPLOADED

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company/certified copy of/partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN Number.
- d. GST Registration Number.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents,
- 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 put on Black List, EMD could be, forfeited, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

SPECIAL INSTRUCTIONS TO THE BIDDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from Balmer Lawrie website www.balmerlawrie.com or the same can be obtained from our office at the address given above during the normal office hours. Interested parties have to submit an interest free EMD of Rs. **[3,000/-]** by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Chennai]**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, submission of EMD is exempted for Small Scale Units registered with Udyam MSE on submission of valid copy of registration certificate. The physical original instruments/drafts 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.

1. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the tender. Resubmission (if required) of bid should be completed within the

stipulated date and time. The system time (IST) that will be displayed on 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 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 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 Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

2. Filling of Tender Documents

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

SCOPE OF WORK

From time to time, Balmer Lawrie CFS will be providing the details of longstanding cargo to be valued. It would be the responsibility of the selected bidder to arrange for physical inspection of cargo in Containers/Destuffed Cargo or LCL Lots, draw samples, if felt necessary for inventory and valuation of Cargos. For inspection of the cargo, Balmer Lawrie will arrange for grounding of Containers, services of carpenter/labour etc. for lifting and shifting of cargo to facilitate proper inspection of the cargos. Valuation reports should be prepared as per laid down procedures of the Custom and to be submitted within 7 days from the date of inspection of cargo at our CFS. Strict confidentiality should be maintained with regard to valuation of the cargos. **Bidder must be experienced enough and capable of doing valuation job for various types of Exim cargo and must have necessary approval / license to perform the same.**

GENERAL TERMS AND
CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

The bidders shall meet the following criteria:

- Payment of EMD Rs.3,000/-Exempted for MSE Bidder with valid Udyam Certificate.
- Average Turnover of not less than Rs. 1 L during the last 3 financial years ending on 31.3.2022. Supporting documents regarding turnover, viz. Balance Sheet and Profit & Loss Account or a certificate from a Chartered Accountant, shall be enclosed.
- Bidder shall have at least 3 years' experience of working as Valuer in conducting valuation of longstanding EXIM cargo.
- Bidder should have valid GST Registration number, proof of the same to be submitted.
- Bidder should not have been black listed from any Government Entities / PSUs. Self-declaration in this regard should be submitted in Bidder's letter head.
- Bidder should be empaneled as Chartered Engineers for valuation of Goods in the office of Commissioner of Customs, Imports, and Chennai.

2. Submission Of Bids

The bids should be submitted in single bid process

Technical / Commercial Bid [Unpriced] with Pric bid

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

3. Tender Opening

Unpriced and price bid will be opened as per tender calendar.

4. Acceptance of offers

- Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents will be rejected.

5. Negotiations

- Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion with the **attendant remedies available to them.**

Prices shall be first negotiated with the L1 bidder who shall be empaneled. L2 bidder shall then be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then they too shall be empaneled. If L2 disagrees to match negotiated L1 rates the L3 bidder will be called and shall also be asked to match with the negotiated price of L1 bidder and if they agree they will be empaneled. Similar offer shall be successively made to L4,L5,Ln bidders. To cite an example, if L2, L3 and L4 have not agreed for matching the negotiated rates of L1, the offer for matching is given to L4 & L5. If L4 & L5 agree, they will be empaneled and so on.

Balmer Lawrie want to engage two panel valuer under this tender. Work Order quantity will be equally distributed among these two valuers. Alternatively successful vendor will be called for necessary valuation.

6. Price Variation

The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period. The quoted rates shall be valid for a period of minimum 120 days from the date of opening the price Bid.

7. Notification of Award

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

8. Declaration of Udyam Registration Certificate by MSE vendors

Micro & small scale manufacturing/ service units registered with Udyam MSE are exempted from payment of EMD. Small scale units registered with Udyam MSE should enclose a copy of their valid "Udyam Registration Certificate" to make their bid eligible for consideration.

9. EMD

Before the last date and time of bid opening, the Non MSE bidder is required to submit at Chennai office (please refer Notice Inviting Tender) the EMD of Rs.3,000/- by way of a bank draft payable at Chennai favoring Balmer Lawrie & Co Ltd. The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract. The EMD of successful bidder would be retained and would be returned after satisfactory completion of job.

10. Contract Period

The contract will be for a period of **[12 months effective from date of LOI/WO]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[12 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions.

11. Performance Security Deposit

An interest free Performance Security Deposit of **3%** of the contract value t in the form of Pay Order / Demand Draft or Bank Guarantee or through on-line Bank transfer in NEFT/RTGS/IMPS mode is required to be submitted by the successful bidders to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company.

12. Payment Terms

Payment would be released within 21 days of submission of bidders invoice mentioning clearly the successful e-Auction and Tender cum e-Auction & valuation conducted over a month and giving calculations of their share of service charges. GST will be extra as applicable.

13. Purchase preference policy for MSME Vendors

If it is seen that a Micro, Small Enterprise (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSE), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price if nature of supply or execution of a job is feasible to split. In case, more than one number of MSE vendors are within the +15% range, all of them shall be given the option of matching the L1 price. In such a situation, the predetermined quantity shall be equally divided amongst all such MSE vendors who have matched the L1 price if nature of supply or execution of a job is feasible to split.

14. Declaration of UAM by MSME vendors

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

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

15. TDS Compliance

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

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

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

16. Compliance of GST

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

17. Liability & Ensuring Safety

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor.

The Contractor has to be followed company's HSE guideline while carrying out the work.

- a) Permit to be obtained from concern officer in charge, while work at height.
- b) Hot work permit to be obtained from concern officer in charge before starting the work.
- c) Proper PPE usage has to be ensured.

The bidders should provide personal protective equipment's (PPE) like Safety Shoe, Helmet and gloves etc.

to the their worker while doing the work and it is mandatory to wear it all the time during the shift.

The worker should know about the First Aid Treatment of Electrical shock.

The worker should know to arrest the Electrical Fire by using correct Fire Extinguisher.

Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder. Any violation with regards to Safety by the workmen of the contractor would attract suitable penalty as decided by the officer in charge.

The selected tenderer will be fully responsible to keep BL-CFS indemnified in case of any liability arising/claim being made on Balmer Lawrie due to any fault attributable to the tenderer for the conduct of valuation.

18. Plant Visit / Contact Person

The bidders are advised to visit the site to understand the tender requirement in detail. For any clarification / Queries you may please contact Mr. S. Loganathan, Sr. Manager(CFS) Balmer Lawrie & Co. Ltd., CFS, Chennai, Phone 044-25940643 / 9840797737 / 9840690169.

19. Safety & Security

It is the sole responsibility of the Bidder to ensure that their representatives coming for inspection of container / cargo must follow all safety norms of the CFS and also ensure that they come with all required Personal Protective Equipment (PPE) required for various types of cargo and wear it all the time while performing his work. BL should not be held responsible for violation of any safety norms by the bidder's representative in CFS.

20. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from other firm at the 'Risk & Cost' of the contract.

21. Insurance

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

(i) **Workmen's Compensation and Employees' Liability Insurance:**

Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

(ii) **Contractors All Risk Insurance:**

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Contractor shall take out an all risk Insurance policy in the joint names of the owner and the contractor (owner as the first beneficiary) including third party liability, against loss or damage from any cause covering the work executed to the estimated current contract value together with the material for incorporation in the work. Such insurance shall be in such a manner that owner and the contractor are covered from the date of commencement of work.

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, and shall insure against his liability with an insurer until the completion of this contract in terms approved by the owner, whenever required, the contractor shall produce the insurance policy and the current premium receipts to the owner.

22. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever while transporting & delivering the containers from his plot to BL CFS. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment.

23. Termination

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

24. Addition/alteration of Tender Document

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

25. Arbitration

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

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

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. BLC/CFS/Panel Valuer/12 dated 05/06/2023 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone

Nos. Office:

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 / 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 MSEMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

Tender No. BLC/CFS/Panel Valuer/12; dated 05/06/2023

PRICE -BID

ITEM: APPOINTMENT OF PANEL VALUER FOR CUSTOMS UNCLEARED CARGO

Sl. No.	Description of Work	Total Qty. (To be split between Two Vendors)	Rate	Total Value
01	Inspection, Inventory & valuation of cargo contained in 20/40/45 ft standard & ISO containers including furnishing of written reports & Photos. [Rate per container]	250 Nos	Rs. Per container	
02	Inspection, Inventory & valuation of LCL cargo including furnishing of written reports & Photos. [Rate per cargo/consignment]	30 Nos	Rs. Per cargo/consig nment	
	GST Extra as applicable		CGST @ _____% SGST @ _____%	

Note: Quantity given as per above is only estimation and will be used for evaluation purpose only and actual quantity may increase or decrease. The Company does not give any guarantee regarding this.

Total Amount in words.

Place

Signature of Tenderer

Date

Name & Address

Annexure - B



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

Balmer Lawrie Policy on Black Listing

Introduction

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

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

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

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

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

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

A. Definitions

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

B.2.1 (i) During execution of contract:

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

B.2.3 Exceptional Cases:

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

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

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

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

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

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

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

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

C Effect of banning on other ongoing contracts/tenders

C.1 If an agency is put on holiday/ banned, such agency should not be considered in ongoing tenders/future tenders

C.2 However, if such an agency is already executing other order(s)1 contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process :

C.3.1 After issue of the enquiry / bid / tender but before opening of Technical Bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (LI), then such tender shall also be cancelled and re-invited.

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D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

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

D.3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority

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

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

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")

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 : _____

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")

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 : _____

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as.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 : _____