

RFP No. IPGL/ TRP-MALA/2023/03/CLA/01

Dated: 3rd November, 2023

To,

All Prospective Bidders (through web-site)

Sub: Tender for "Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port."

Clarifications/Corrigendum/Amendments to tender published on 26th October 2023 including amendments to the Tender clauses – reg.

Ref: Tender No. IPGL/TRP-MALA/2023/03.

Sir,

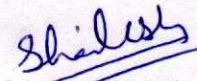
1. With reference to the e-mail received from prospective bidders for the subject tender, please find attached herewith clarifications /amendments. These clarifications and amendments will also be available on the web-sites <https://ipgl.co.in/>; <https://sdclinidia.com> and www.ipa.nic.in.

2. As per clause 2.7 and 2.13 (Volume-I) of the Tender, these clarifications/ corrigendum/amendments so issued, shall form part of the Tender document and remain binding on the Tenderers, same shall be accepted and submitted by all the Tenderers along with the offer. Hence, you are requested to submit a copy of all Bid clarifications / Amendments duly signed and stamped along with Original copy of the Tender documents. Tender received without copy of Bid Clarifications / amendments duly signed and stamped by the authorized signatory on each page, shall not be considered for evaluation. Rest of the Contents, Other Clauses, Annexure, Schedule, of the Tender remain unchanged.

3. The Technical bids of the offers so received by this date and time will be opened at **14:30 Hrs. on the same day i.e. 07th November 2023. The venues of the submission of the offers remain unchanged.**

Kindly acknowledge the receipt of this communication.

Yours faithfully,


Manager (O&S), IPGL

Following clarifications are given to the tender specifications of

RFP no: IPGL/ TRP-WHEAT/2023/01

Bid Queries for Tender documents-Received by email.

S.N	Page and clause no.	Tender specification requirement	Queries	Clarification from IPGL
1.	Page no.46 & Sr no.16 of Check List	Undertaking to ensure integrity	Added format for “ Integrity Agreement”	Attached Schedule – 9 of format of, “Integrity Agreement”.
2.			Added format for Power of Attorney	Attached Schedule -10 of format of “ Power of Attorney for signing of bid”.

Between

“India Ports Global Limited, (IPGL) hereinafter referred to as "The Employer”

And

..... hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
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.....
.....

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).

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 be 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 will be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can be initiate disciplinary action.

Section 2 - Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not directly or through any other person 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, submissions 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)/Contractor(s) will not use improperly, for purpose 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 Agent/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 Agent 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 Agent of Foreign Supplier" is annexed and marked as Annex-"A".

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 contract

- (2) The Bidder(s)/Contractor(s) will not instigate third person 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 take appropriate action.

Section 4 – Compensation for Damages

- (1) 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.
- (2) 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 amounts equivalents to Performance Bank Guarantee.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 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 execution from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or appropriate action can be taken.

Section 6- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) 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.
- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) 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 violating Bidder(s) / Contractor(s) / Subcontractor(s)

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 relevant vigilance authorities.

Section 8- Pact Durations

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by Managing Director, IPGL.

Section 9 - Other provisions

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

(For and on behalf of

Principal)(For and on behalf of Bidder / Contractor)

(Office seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

**SCHEDULE 10 : POWER OF ATTORNEY FOR SIGNING OF BID
(SINGLE ENTITY)**

Know all persons by these presents , we _____ incorporated under the laws of India having its _____ "Company" do hereby irrevocably constitute , nominate, appoint and authorize **Mr. _____ residing at _____** who is presently employed with us and holding the position of **Director** as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf all such acts,deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for "Transportation of 40,000 litres of Malathion from Mumbai to Kabul via Chabahar Port." **pursuant to the REP Dtd.26.10.2023 (RFP) issued** by the Authority (the "**Authority**") and for our selections as selected Bidder including but not limited to signing and submission of all Bids and other documents and writing ,participate in pre bid conferences and other conference and providing information/responses to the Authority ,representing us in all matters before the Authority ,signing and execution of all contracts including the concession Agreement and undertaking consequent to acceptance of our Bid ,and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and /or upon award thereof to us and /or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and thing lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and thing done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalized terms not defined herein shall have the meaning assigned to them under the RFP .

IN WITNESS WHEREOF _____THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ... DAY OF-2023

For

Mr.

Designation

Add:

Place

Witnesses:

.....

.....

Accepted

.....

Add:

.....

Mr.

Designation

Add:

Place