



BALMER LAWRIE & CO. LTD.

(A Govt. of India Enterprise)
[Container Freight Station]
P-3/1, Transport Depot Road
Kolkata – 700 088
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**TENDER FOR OPERATION OF MATERIAL HANDLING
EQUIPMENT (FLT, HYDRA, RST)**

**TENDER NO. BL/CFS/KOL/OPR_MHE/16-17
DATED 22.04.2017**

**DUE DATE FOR SUBMISSION
02.05. 2017 - BY 3.00 PM**

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NOTICE INVITING E-TENDER

On line bids in Single Bid System are invited from BL registered vendors , who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for TENDER FOR OPERATION OF MHE (FLT, HYDRA AND RST) AT CFS, P-3/1, TRANSPORT DEPOT ROAD, KOLKATA-88 & 1-SONAPUR ROAD, KOLKATA-88.

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

The scanned copies of other required documents in support of bidders’ credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	TENDER FOR OPERATION OF MHE (FLT, HYDRA AND RST)
2	Tender No	TENDER NO. BL/CFS/KOL/OPR_MHE /16-17
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	1 (One) Year
5	EMD	Rs.5,000.00
6	Downloading / Submission of Tender :	
	a. Starts on	22.04.2017
	b. Closes on	02.05.2017
7	Opening of Tenders	On or after due date and time for submission.

1. LIST OF DOCUMENTS TO BE UPLOADED

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. Service Tax Registration number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last two 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 ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by BalmerLawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of BalmerLawrie 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. BalmerLawrie 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> Interested parties have to submit an interest free EMD of Rs.5,000/- (*Rupees Five Thousand only*) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. 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. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

BalmerLawrie & 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))

OFF HOURS & HOLIDAY SUPPORT

Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.

Please email your issues before your call helpdesk. This will help us serving you better.

Contact Nos. and email IDs for Balmer Lawrie helpdesk officers

Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road,
Kolkata-700 001

Balmer Lawrie e-Tendering Support Staff:

Nodal officer [For Escalation]:

C1 India

Mr. Ritabrata Chakraborty (PM),
Contact Details:+91 8697910411,
E-mail-[ritabrata@chakraborty@
c1india.com](mailto:ritabrata@chakraborty.c1india.com)

Name	E-mails	Phone Numbers
1. Mr. Tuhin Ghosh	tuhin@ghosh@ c1india.com	+91-8981165071
2. Mr. Tirtha Das	tirtha@das@ c1india.com	+91-9163254290
3. Mr. Ravi Gaiwal	ravi@gaiwal@ c1india.com	+91-022-66865633
4. Mr. Ujjal Mitra	ujjal@mitra@ c1india.com	+91-8986678058

close

1.2 Digital Certificate authentication

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

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

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide

correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.

- 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.”

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on BalmerLawrie.
- 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 BalmerLawrie.

Scope of Work

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

The successful tenderer shall have to undertake Operation of BL own FLT, Hydra and from time to time RST and accomplish the following work:-

- a.** Handling of Cargo, Stuffing, de-stuffing of cargo to or from containers.
- b.** Loading, unloading of cargo to/from vehicles.
- c.** Storing, stacking or retrieving the stored cargo to/from godown or open yard.
- d.** Loading, unloading, storing, stacking etc. of Empty Containers to/from trucks and trailers.
- e.** Loading, unloading, storing, stacking etc. of Loaded Containers to/from trucks and trailers.
- f.** Putting Loaded containers on Weigh Bridge by unloading the same from Trailers and putting the same containers back to the vehicle.
- g.** Handling the loaded containers for shifting, top down etc. need of the operations.
- h.** Helping RST operator for loading, unloading operation & as well as slinging material on/off from wagon/ trailer for using FLT/Hydra.
- i.** Shifting of cargo and doing regular housekeeping of cargo in warehouse as per instructions of BL officer at no extra cost.
- j.** Rendering necessary assistance for housekeeping of containers inside the yard as per instructions of BL officer at no extra cost.
- k.** It will also be responsibility of contractor to ensure that the operators and helpers engaged by him do not demand any gratification from BL customers. If it comes to company notice the same will be taken seriously and it may lead to cancelation of order.
- l.** Ensure that all containers / cargo are handled carefully and no damages are caused to the cargo / container as well as to the material/ property of the company. The contractor will be responsible for any damage to cargo / containers during the handling and loss will be recovered from the contractor.
- m.** The contractor should engaged well experienced, well behaved and honest operators having valid driving licence.
- n.** In absence of timely and proper performance by the contractor, BL reserves the right to utilize the services of other contractors without notice at the risk and costs of the contractor and also to recover the charges and expenses in excess of contractual terms from the contractor.

General Terms & Conditions

01. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. Rs 5,000/-.(In case of MSMED /NSIC vendors , a photo of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) Bidder must have MHE equipment (Forklift, Hydra, RST etc) handling/operations/maintenance experience in CFSs in Kolkata area for the last 2 years ending 31st March 2017. (Work Order/Job completion certificate copies for the same to be submitted).
- c) The Bidder must have service tax, ESI and PF registration (Proof to be attached)
- d) Should not have been blacklisted by any PSU /Govt. Department (a self-certification is required)

02. Submission Of Online Bids

The bids should be submitted in single bid system for both following combined:-

- [A] Technical / Commercial Bid [Unpriced]
and
[B] Price Bid

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

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

03. Tender Opening

As the tender has been invited in Single Bid basis, entire bid shall be opened in one go.

04. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimated quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.
- 4.4 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.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.
- 4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. Negotiations

- 5.1 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.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this

requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

06.Price Variation

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the date of opening the price Bid.

07. It shall be responsibility of the contractor to ensure that he conforms to the various provisions of numerous statutory Acts as indicated below wherever applicable in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property/company employees whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder which are relevant and applicable in the context :

- Contract Labour (Regulations & Abolitions) Act 1970
- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Employees' Compensation Act 1923
- Payment of Bonus Act 1965
- Labour Welfare Fund.

08. Compulsory Compliance

The person should be Proficient with Operation of FLT, EHC and RST Operation for anticipated requirement of our RST operation. Persons should have valid licence for operation of Medium Vehicle Licence for FLT & ECH operations and Heavy Vehicle Licence for RST operations from concerned authority as per statutory regulations.

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.

09. Labour Laws

- (i) No manpower below the age of eighteen (18) years or above sixty years(60) shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to manpower 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.

10. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor.

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 to personnel 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.

11. Safety Compliance & Penalty on non compliance

- Person should follow all laid down safety rules & should not indulge in any unsafe activity.
- Each unsafe activity will lead to a penalty of ₹ 500/- for 1st violation & ₹ 1000/- thereafter.
- Continuous violation may lead to termination of contract.

12. Duty Cycle and Reporting

- I. The successful bidder's deployed person should keep in touch with our Operation Cell and would report Sr.Manager(Operations) or his nominated Officer/Staff for taking day to day instruction and discharge his responsibilities.
- II. The person should possess mobile for taking instructions and report his job on time to time.
- III. The person should report at our office after getting the information of shift duty either in General,Morning,or Night Shift duty as per requirement of operation and also may be extended as and when required or may be called on Sunday/Holiday without any extra remuneration.
- IV. Any other relevant activity, which may be required from time to time.
- V. The Vendor or there is responsible for any type of mishandling of equipment or the cargo/container. In that case vendor have to bear all compensation incurred or claimed by the authority.

13. Earnest Money Deposit

The bidders should submit an Earnest Money of ₹ 5,000/- (Rupees five thousand only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case any bidder revokes or withdraws its offer within the validity of the offer or fails to perform the job, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit.

14. Validity of offer

The offer should be valid for 120 days from the due date of the tender and the rates once submitted shall not be changed/varied/added/alterd during this period.

15. Period of contract

The contract will remain valid for one year from the date of awarding the contract to the successful bidder(s). The same may be extended for further one year on mutual consent

16. Payment Terms

Payment to be made within 15 days from the date of placement of monthly certified bill for preceding month.

17. Rate

The rates should be quoted against the item mentioned in enclosed **Annexure – I** and should be **inclusive of all taxes and duties etc. but excluding Service Tax, which shall be paid by BL extra.**

18. Right to accept/reject the tender

The company reserves the right to reject any or all the tenders without assigning any reason.

This document is being issued in DUPLICATE. Original should be returned duly signed on each page as a proof of your unconditional acceptance of all terms and conditions noted herein.

19. Sub-letting of Work

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

20. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

21. Termination

The contract can be terminated by either party by giving 3 clear month's 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.

22. Force Majeure Conditions:

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

23. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS/MUM/522 dated 07/01/2017 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

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	Service Tax Registration. No.	
12	Whether copy of Service Tax 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 - I

RATE SCHEDULE

Sl.No.	Description	Unit	Qty	Rate (Rs.)	Amount(Rs.)
1	Per month charges for Operation of any of BLs own Reach Stacker (both operation & assistance) as per time slot as would be instructed by CFS-Operations from time to time. (Minimum guaranteed 27 shifts per month) In case of extended duty for half shift or full shift, additional charges will be applicable on pro-rata basis.	Operators	2 nos		
		Helper	2 nos		
2	Per month charges for Operation of any of BLs own FLT and Hydra (both operation and slinging) as per time slot as would be instructed by CFS-Operations from time to time. (Minimum guaranteed 27 shifts per month) In case of extended duty for half shift or full shift, additional charges will be applicable on pro-rata basis.	Operators	3 nos		
		Helper/ Slingman	1 no		
	Total				

Note : Quantity for no of persons are only indicative one and not assured. Actual quantity may vary based on requirement.

Date with Office Seal

Signature