

Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]

e-Tender No : MMLH/LI/17-18/002 Dated 03/02/2018



**BALMER LAWRIE & CO. LTD.**

SBU- Logistics

*Multi Modal Logistics Hub (MMLH)*

*30-15-154/4F2, 5<sup>th</sup> Floor, GKP Heavenue*

*Dabagardens main Road, Visakhapatnam-530020*

CIN-LI5492WB1924GOI004835

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e- TENDER NO: MMLH/LI/17-18/002 Dated 03/02/2018

**TECHNICAL / COMMERCIAL BID**

Tender Document for

***[Appointment of Handling Contractor AT MMLH]***

**DUE DATE & TIME: [ 17/02/2018 at 5.00 pm ]**

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## **NOTICE INVITING E-TENDER**

On line bids(single bid system) are invited from the 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 **[appointment of handling contractor]**

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

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

S. No	Description	Details
1	Name of Work	Appointment of Handling Contractor at MMLH
2	Tender No	MMLH/LI/17-18/002 Dated 03/02/2018
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	Three month
5	EMD	Rs. 10000/-
6	Downloading / Submission of Tender :	
	a. Starts on	03/02/2018 at 5.00 PM
	b. Closes on	17/02/2018 at 5.00 pm
7	Opening of Tenders	17/02/2018 at 5.30 pm

### **1. LIST OF DOCUMENTS TO BE UPLOADED**

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 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 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 BlackListed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.

- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.[10000/- (Rupees Ten Thousand only)] by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai]. Copies of the instruments (DD/PO/BG) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. However, payment of Tender fee and submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **SCT/ST Category having MSMED/NSIC certificates should specifically mention.** The physical original instruments/drafts should reach our CFS at Dronagiri, Navi Mumbai, Plot no.1, Sector- 7. 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 ACCEPTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

#### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "Bidding Manual".

##### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
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		
Name	E-mail	Phone Numbers
Tirtha Das	<a href="mailto:Tirtha.das@c1india.com">Tirtha.das@c1india.com</a>	+91-9163254290
Ravi Gaiwal	<a href="mailto:Ravi.gaiwal@c1india.com">Ravi.gaiwal@c1india.com</a>	02266865611
Tuhin Ghosh	<a href="mailto:Tuhin.ghosh@c1india.com">Tuhin.ghosh@c1india.com</a>	+91-8981165071
Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-77026 69806

## 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. 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 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.

### **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 Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **SCOPE OF WORK**

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

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

#### **Detailed Scope of work:**

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

- a. Unload Export bound cargo using material handling equipment and/or manual labourers from road vehicle and arrange to stack the same at the nominated place for stuffing inside the Container strictly as per instruction of Company's representative.
- b. Give delivery of imported cargo using material handling equipment and/or manual labourers either from the warehouse or directly from the Containers and load on to the road vehicles provided by the customers strictly as per directive of Company's representative.
- c. Undertake loading/unloading of import/export cargo as well as stuffing/destuffing of said cargo into/from Containers by using material handling equipment and/or manual labourers. In the case of vehicle stuffing, Drivers would need to be made available at no additional cost.

Vendor has to provided required number of Labours to conduct various manual jobs such as unloading /loading ,packing, stuffing, destuffing, stacking of various cargo from trucks, trailers & containers etc.

- d. Ensure that all cargo/packages are handled carefully. They should also ensure that the shop floor and yard are maintained properly. All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, thermocols, etc are to be kept in a designated place.

- e. In case of handling liquid cargo, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
- f. Internal shifting of cargo from one point in warehouse to another or between two warehouses shall be arranged by the contractor at no cost. This shall be done strictly as per directive of Company's representative.
- g. Loading/unloading/ shifting/ stuffing/ destuffing of hazardous cargo shall be done without any hesitation strictly as per directive of Company's representative at no additional cost.
- h. Handling of cargo in a manner as required by the Custom authority.
- i. Sealing/cutting and locking of containers as and when required.
- j. Rendering necessary assistance for periodic checking of Inventory [By means of handling equipment or manually] both in shed and in open yard in presence of Balmer Lawrie officials at no extra cost.
- k. Ensure that container which has damaged/tampered seal or whose contents appear to be damaged / pilfered shall be handled by following the procedure prescribed by Customs/other concerned authorities/Company Officials.
- l. Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
- m. Ensure adherence to all safety norms.
- n. Any damage/s caused to cargo or BL property by the contractor's handling equipments shall be the responsibility of the contractor and all claims arising thereof shall be borne by the contractor.

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

### **1.2 Incidental Operation**

The contractor shall be required to perform the following miscellaneous work for which no separate payment will be made:

- a) Handling of cargo in a manner required by the Customs Authority
- b) Sealing / seal cutting and locking of containers as and when required
- c) Rendering necessary assistance like shifting of cargo for periodic checking of the Company officials
- d) Covering the cargo with tarpaulin as and when required
- e) Properly Closing the door of the containers after the de stuffing is completed

## **2. Deployment Of Equipments**

The Contractor will be required to deploy adequate number of equipments, viz, minimum 10 nos. wheel barrows and one forklift of 3 MTs capacity on monthly hire basis and second forklift should be provided as and when required. Vendor has to provide Hydra / Crane of minimum capacity of 12 MT as and when required. In the event of the Company determining that the equipments are less, the contractor will be required to deploy additional equipments as directed by the company without any additional cost. The crane(s) shall be mobilized at our CFS premises as per Company's requirement.

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

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

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

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

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

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

The contractor will have to provide services round the clock (24 hours x 7 days)

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

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

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



## GENERAL TERMS AND CONDITIONS

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

- a) Payment of Interest Free EMD of Rs. [10000/-]
- b) Experience in Handling Operations work at a CFS or at ICD for a minimum period of **[3years as on 31.03.2017]anywhere in India.**
- c) Should have minimum Average Financial Turnover of [ Rs.40.00 Lakhs per year during the last 3 financial years.]
- d)The bidder must have ESI and PF Registration (Copy to be attached)
- e)The Bidder must have valid Labour License issued by the Ministry or Statutory Authority (Copy of license to be attached).
- f) The bidder should furnish Bankers Solvency Certificate in original not more than 6 month old for minimum Rs 10.00 Lakhs
- i) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them

### 2. Submission Of Online Bids

The bids should be submitted in single bid process i.e. technical / Commercial Bid [Unpriced] bid with Price 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

- 4.1 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.
- 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 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.

4.4 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 (unless exempted under the terms of this Tender) will be rejected.

## **5. 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.

## **6. 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 minimum period of 120 days from the last date for submission of tender

## **7. Notification Of Award**

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

## **8. Contract Period**

The contract will be for a period of **[Three months effective from the place of LOI/ WO]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[Three months]**, the contract may be extended as mutually agreed for another period of three month on the existing terms & conditions.

## **9. Performance Guarantee**

Performance Guarantee for **[Rs.2.00 lakhs]** has to be submitted in the form of a Bank Guarantee, as per prescribed format of the Company, to cover the "Risk & Cost" of any damages caused due to negligence of the Operator/mishandling of equipment/malfunctioning of equipment or non performance. The Performance Bank Guarantee should be valid for a period of 30 (thirty) months from the date of commencement of contract. In the event of extension of contract for a further period 1(one) year after initial contract period of 2 years, the Performance Bank Guarantee will be required to be extended for another 18 (eighteen) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of the company. This performance guarantee will not bear any interest.

#### **10. Security Deposit / EMD**

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidder will be returned after finalization of the contract.

#### **11. Volume**

No definite volume of work is guaranteed during the period of the contract. However, we have projected to handle 1000 of destuffed /Export containers. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

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

#### **12. Payment Terms**

Payment will be made on monthly cycle basis in the following month within 5 (Five) working days of submission of bills duly certified by company officials with all relevant supporting documents. The bill should be submitted along with necessary statutory documents such as Provident Fund remittance Challans , ESI challans without which payment will not be released.

#### **13. 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.

#### **14. 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.

#### **15. 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. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

#### **16. 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.

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

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

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

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

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the Contractor for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor

#### **18..Manpower :**

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

It is clearly understood that the employee engaged by the Contractor are his own employee and not employees of the Company. Contractors employees should not ask any salary or job or any favour from BL. The Contactor will be responsible to comply with the provisions of various labour legislations including all

rules and regulations of different Labour Boards. BL will not responsible for any IR related issues with the contractors personnel.

### **19. Alternative Arrangement**

In absence of timely and proper performance by the contractor, Balmer Lawrie (BL) reserve the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of BL for any other action including termination, encashment of Bank Guarantee etc.

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

### **20. Termination**

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

### **21.. 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.

### **22. Arbitration**

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

## DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender MMLH/LI/17-18/002 Dated 03/02/2018 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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

**Annexure - B**

**BALMER LAWRIE & CO. LTD**  
(SBU- Logistics)  
*Multi Modal Logistics Hub (MMLH)*  
*30-15-154/4F2, 5<sup>th</sup> Floor, GKP Heavenu*  
*Dabagardens main Road, Visakhapatnam-530020*

**PRICE BID**

**Handling Job**

The work involves Stuffing / De-stuffing of Cargo from and to Containers of 20 ft / 40 ft / 45 ft or any other standard including Reefer Containers at open yard or inside warehouse stacking / loading the same at the appointed place in warehouse or open yard or loading / unloading into / from vehicles and shifting of cargo within CFS from one place to another by manual labour.

**MANUAL LABOUR**

Balmer Lawrie & Co.Ltd will not provide any manpower and the same has to be provided by the Contractor as per requirements from time to time.

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

**JOB DESCRIPTION**

**A.IMPORT CARGO HANDLING ( INCLUDING LCL/FCL cargo)**

De-stuffing of cargo from container and stacking in warehouse / open yard & delivery of cargo from warehouse / open yard to road vehicle.

Or

De-stuffing of cargo from container & direct loading to road vehicle.

Or

Loading / unloading cargo from Trucks / Trailers.

**B.CUSTOM INSPECTION / EXAMINATION OF IMPORT CONTAINER / EXPORT CARGO**

Cutting seal of the Container and de-stuff the cargo as directed by the custom officials and cut open the packages for custom verification and repack the same and stuff into the container and close the door and seal the container. In case of export, cargo should be cut opened as per custom requirement for customs verification and repacking the same after customs examination. The handling contractor



should provide necessary tools, packing materials and labour to carry out custom inspection as per requirements of the custom official.

**EXPORT CARGO HANDLING (including LCL cargo)**

Unloading the cargo from the truck and stacking in warehouse / open yard as per officer's instruction and stuffing the cargo into container.

**PRICE BID**

**EXPORT**

S.No.	Job Description	Estimated Quantity per annum		RATE	
		20 ft	40/45 ft	20 ft	40/45 ft
A) i)	<b><u>HANDLING OF CARGO</u></b> Unload & stuffing of cargo into container either from warehouse or open yard.	250	125		
ii)	Unpacking & Repacking of cargo for customs inspection.	80	40		

iii) Loading of cargo from warehouse or open yard into the truck (incl shutout)

a) Minimum up to 5 MT                      150 Deliveries                      Rs\_\_\_\_\_/- per delivery

b) Rate per above 5 MT                      72 MT                      Rs\_\_\_\_\_/- per MT

**PRICE BID****IMPORT**

S.No.	Job Description	Estimated Quantity per annum		RATE	
		20 ft	40/45 ft	20 ft	40/45 ft
A)	<b><u>HANDLING OF CARGO</u></b>				
i)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard	126	62		
ii)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard <b>(Hazardous Cargo)</b>	20	10		
iii)	Unpacking & Repacking of cargo for customs inspection.	75	25		
iv- a)	Hire charges for proving & operating one Forklift on monthly fixed hire basis	Per month (for three month)			
iv-b)	Hire charges for providing & operating additional one forklift on per ton handled basis	2000 Ton			

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c)	Hire charges for proving & operating one Hydra /crane on per Ton Handled basis	1000 Ton	
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vi) Loading the cargo from warehouse or open yard into the truck

a) Minimum up to 5 MT                      2500 Deliveries                      Rs\_\_\_\_\_ /- per delivery

b) Rate per above 5 MT                      500 MT                      Rs\_\_\_\_\_ /- per MT

vii) Providing Manual Labour for handling of cargo on per MT basis (rate to be quoted per ton basis)

**2500 MT                      Rs.----- per MT**

**Rate only Items**

**MISCELLANEOUS WORK**

Providing unskilled labour                      :    Rs\_\_\_\_\_ /- per shift per head

Nailing of wooden packages related to exports                      :    Rs\_\_\_\_\_ /- per container

Cutting Sheet / coils etc for Customs inspection                      :    Rs\_\_\_\_\_ /- per container

Providing unskilled labour for putting hook / sling  
For de-stuffing jumbo bag and loading the ODC /  
Pipes / project cargo                      :    Rs\_\_\_\_\_ /- per shift per head

Note: Applicable GST may be mentioned separately.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [ Navi Mumbai ]**

**e-Tender No : MMLH/LI/17-18/002 Dated 03/02/2018**

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

**NOTE:**

1. Rates should be inclusive of all taxes & duties except GST, which if applicable, shall be noted separately
2. The indicative quantities are approximate and will be used only for evaluation purpose. The indicative quantities may widely fluctuate depending on business volume and the Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual quantity which could be more or less than the indicated quantity.