



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
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CIN-LI5492WB1924GOI004835
e- TENDER NO: BL/CFS/MUM/594

TECHNICAL / COMMERCIAL BID

Tender Document for

***[Appointment of Transport Contractor for transportation
of Loaded and Empty Containers]***

DUE DATE & TIME: [10/05/2018 , 17.00 hrs.]

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NOTICE INVITING E-TENDER

On line bids (two bid system)are invited from the reputed and experienced 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 transport Contractor for transportation of Loaded and Empty containers.]**

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 Transport Contractor for Transportation of Loaded & Empty Containers
2	Tender No	BL/CFS/MUM/594
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	Two years
5	Tender Fee	Rs. 20000/-
6	EMD	Rs. 2000000/-
7	Downloading / Submission of Tender :	
	a. Starts on	19/04/2018 at 3.00 PM
	b. Closes on	10/05/2018 at 5.00 pm
8	Opening of Tenders	As per tender calendar.

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 Tax Registration number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for last three years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards 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 Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay a Tender Fee of Rs.[20,000/- (*Rupees Twenty Thousand only*)] and submit an interest free EMD of Rs.[20,00,000/- (*Rupees Twenty Lakhs 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/Navi Mumbai*]. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. **However ,payment of Tender fee and submission of EMD is exempted for Small Scale Units registered with NSIC/ MSMED on submission of valid registration certificates. SC/ST category having MSMED /NSIC certificates should specifically mentioned. MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**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.**

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	Tirtha.das@c1india.com	+91-9163254290
Ravi Gaiwal	Ravi.gaiwal@c1india.com	02266865611
Tuhin Ghosh	Tuhin.ghosh@c1india.com	+91-8981165071
Ujjal Mitra	ujjal.mitra@c1india.com	+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. Only at the time of inviting offers, there will be a paper advertisement. There will no further paper advertisement on this. Interested parties have to keep referring to the website for further information. 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 interest vendors should regularly visit these websites for updation “

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

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

3. Filling of Tender Documents

3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.

3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.

3.3 Any terms and conditions given by the tenderer 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.

3.5 For price Bid submission, the bidders are required to take the print out of price bid, fill the relevant details & upload the same after signing & stamping.

4. Submission Of Online Bids

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

- [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.

5. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

6. Acceptance of offers

6.1 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.

6.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

6.3 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.

6.4 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.

7. Negotiations

7.1 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.

7.2 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.

8. Price Variation

8.1 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, subject to Price escalation clause as per clause No. 5

8.2 The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender

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 herein 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. Movement of ISO laden containers in 20ft/40ft/45ft or any other size from JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals to CFS and vice-versa.
- b. Movement of ISO empty containers in 20ft/40ft/45ft or any other size JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals to CFS and vice-versa.
- c. Movement of ISO empty containers in 20ft/40ft/45ft or any other size from JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals to other depots and vice-versa.
- d. Movement of ISO empty containers in 20ft/40ft/45ft or any other size from CFS to other depots and vice-versa.
- e. Internal movement of ISO laden containers in 20ft/40ft/45ft or any other size within JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals
- f. No container which has damaged seal or tampered seal or whose contents appeared to be damaged/pilfered, or the container itself appears to be damaged, should be transported without following procedure prescribed by Customs/other concerned authorities.
- g. The transporter should be well equipped to move ODC containers in low bed/semi low bed / special low bed (cradle) trailers from JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals to CFS & **Vice versa** as and when required by Balmer Lawrie & Co Ltd and an undertaking to this effect to be submitted by the vendor at the time of submitting the tender.
- h. The transporter should be well equipped to move Reefer containers from JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals to CFS & **Vice versa** on trailers having gensets as and when required by Balmer Lawrie & Co Ltd and an undertaking to this effect to be submitted by the vendor at the time of submitting the tender.

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

e-Tender No : _BL/CFS/MUM/594

Note : The height of container (except ODC Cargo) should not be taken/given cognizance of as far as rates are concerned. The rates shall be inclusive of all costs towards engaging licenced and experienced Driver, workmen, trucks/trailers running cost such as fuel, lubricants, maintenance, road tax, insurance etc.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid:

- a. Payment of Tender Fee of Rs.20,000/
- b. Payment of EMD of Rs.20,00,000/-

1.1 For Movement of Loaded Container:

- c. To be eligible for 75% of the total import/export loaded volume. Bidder should own minimum 60 Trailers having a carrying capacity of 40 ft Containers registered in the name of the bidder. The minimum average annual turnover should not be less than Rs. 10 crore in the last three years.
- d. To be eligible for 25 % of the total Import/ Export volume, bidders should own more than 30 Trailers having a carrying capacity of 40 Ft. containers registered in their name. The minimum average turnover should not be less than Rs. 5 crore in the last three years.
- e. Minimum 3 (three) years operating experience of doing similar transportation job of import/export Containers in Nhava Sheva. The minimum volume of loaded handled should be 15,000 TEU's per annum. Proof to be provided
- f. All the vehicles used for transportation should be fitted with GPS devices for location tracking and an undertaking to this effect to be submitted by the vendor at the time of submitting the tender.
- g. The bidder should not be blacklisted by any of the PSUs/Private organizations as on the last date for submission of tender. Self certification required which is subject to verification by Balmer Lawrie. If such certification is found to be false, the bid will be rejected. If found to be false during execution of the contract, the order will be foreclosed with immediate effect without further reference /notice to the party.
- h. Parties who have quoted earlier but contract was terminated prior to the expiry of the contract term due to non performance in the past will not be eligible to quote against the tender.
- i. The bidder should furnish Bankers Solvency Certificate in original not more than 6 months old for minimum Rs 100.00 Lakhs

It may be added for clarity that the eligibility for being considered for placement of order for 75% of transportation requirements/25% of the transportation requirements will be based on the number of trailers owned by the bidder as explained above. For e.g if the bidder owns say only 30 trailers and if the party is L1 overall, bidder will be entitled to get an order for a maximum 25% the transportation requirements.

1.2 For Movement of Empty Containers:

- a) Bidder should own minimum 30 Trailers having a carrying capacity of 40 ft. Containers registered in the name of the bidder which can be earmarked for such movements . The minimum average annual turnover should not be less than Rs. 2. Crore in the last two years.
- b) Minimum 3 (three) years operating experience of doing similar transportation job of import/export Containers in Nhava Sheva. The minimum volume of empty containers handled should be 10,000 TEUs per annum.
- c) The bidder should not be blacklisted in any of the PSUs/Private organizations as on the last date for submission of tender. Self certification required which is subject to verification by Balmer Lawrie. If such certification is found to be false, the bid will be rejected. If found to be false during execution of the contract, the order will be foreclosed with immediate effect without further reference /notice to the party.
- d) Parties who have quoted earlier but contract was terminated due to non performance during the past will not be eligible to quote against the tender.

1.3 Incidental Operation:

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

- a) Transportation of container in a manner required by the custom authority due to defective seal etc.
- b) Arrange for all the work associated with loading of the container at the port and unloading at the CFS.
- c) Scanning of the Containers as required at locations prescribed by the Customs/Company from time to time.
- d) Weighment of incoming and outgoing container if required as per advice issued by Company from time to time.
- e) Co-ordination work at Nava Sheva/Customer slot point for speedy loading/unloading operation.
- f) Co-ordination work at Port/Port Gate with Customs office.
- g) Any Custom O.T if required for Import loaded containers movement from the Port.
- h) Fixing of seal on Tank Containers/ODC/Open top containers as may be required. However in such case the actual expense incurred would be reimbursed on submission of official customs/port receipts.
- i) Shifting of containers within the CFS for proper segregation purpose or for weighment purpose, as and when required, shall be done free of cost.
- j) Fixing of identification Tag on all import containers.
- k) To deal effectively with all local issues/unions.

2. Volume:

No definite volume of work can be guaranteed during the duration of the contract. Our CFS handled about 90000 TEUs of Import/Export loaded Containers during the last two financial

years (2016-17 and 2017-2018). This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

This transportation contract consists of primarily four parts viz: (i) Movement of import loaded containers from NHAVA SHEVA, (ii) Movement of export/SMTP containers from CFS to NHAVA SHEVA and (iii) Movement of empty containers from CFS to various empty storage yards/other CFSs/Port and vice versa. (iv) Movement of empty containers from Port to empty storage yards/other CFSs and vice versa.

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 to any claim of compensation.

3. Splitting of Order:

The work as explained in point no.1.1 above would be split as follows:

a. Movement of Loaded containers to/from CFS to/from Nhava Sheva.

The company reserves the right to split the total volume to two or more tenderer's quoting the lowest rates and meeting with all the tender conditions.

The L1 party would be determined on an overall basis considering the value for various line items as given in the price bid Annexure B (part A). There are 10 serial numbers under Part A. The L1 will be the bidder who quotes the overall lowest for Part A. If the L1 party so determined owns 60 Trailers of 40 footer boxes, they will be entitled to get an order for 75% of the tendered business on the final negotiated rates subject to other terms and conditions mentioned in this tender document. The L2 party will then be called for negotiation and asked to match the negotiated L1 rates. If L2 party agrees, the bidder will get order for 25% of transportation requirements.

To further clarify, Prices shall be first negotiated with the L1 bidder who would be eligible for allotment of 75% of loaded containers movements. L2 bidder shall then be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then 25% of loaded containers movements will be asked to be done by L2. In case L2 does not agree to match the negotiated rate of L1 party, offer shall be made to L3, to match with the Negotiated L1 rates. If L3 does not also match, offer would be made progressively to L4, L5 and so on till any bidder agrees to match with the negotiated L1 rates. To cite an example, if L2 and L3 have not agreed for matching the rates with L1, the offer for matching is given to L4. If L4 agrees, he will be placed an order for movement of 25% of loaded containers However if no bidder accepts offer to exactly match the negotiated rates of L1 bidder, company would place order for 85% on L1 and balance 15% on L2 bidder at the finally negotiated rates with L2. Here the company reserves the right to place the entire order on L1 if in its opinion the negotiated L2 rates are

significantly higher than L1 and in the interests of the company, it will be prudent to place order on only L1 party.

Where the L1 party so determined owns less than 60 but more than 30 forty foot trailers, the party would be called for negotiation and rates finally agreed. This bidder will be placed order for 25% of the loaded transportation requirements only (as the party is not entitled to get more than 25 % of business if the party owns less than 60 forty footer trailers). After finalizing order for 25% of requirement, negotiation will be held with L2 party and if this party agrees to match with the negotiated L1 rates, they will get order for 75% of business if they own more than 60 trailers of 40 footer size and get order for 25% of business if they own less than 60 trailers. If after discussions with original L1 and L2 party only 50% of order could be placed as both are owning less than 60 forty footer trailers, discussions will be held progressively with the L3 , L4 bidders etc and asking them to match the negotiated L1 rates and participate in the process of allotment of either the balance/25% of loaded box movements depending on whether the bidder owns 60 or less than 60 forty footer trailers. Procedure as given above will be followed where L2 is not keen to match the negotiated L1 rates.

In this context, Balmer Lawrie & Co Ltd reserves the right to place the entire order on L1 if in its opinion the negotiated L2 rates are significantly higher than L1 and in the interests of the company, it would be prudent to place an order with L1 bidder only.

The right to decide / alter the allocation would remain exclusively with the company and it shall not form the basis of any dispute or ground to any claim of compensation.

Any doubts on the above may please be clarified in writing with Mr Louis (09967789577)

b. Movement of Empty containers

The company reserves the right to split the total volume to two or more tenderer's quoting the lowest rates and meeting with all the tender conditions.

The L1 party would be determined on an overall basis considering the value for various line items as given in the price bid Annexure B (part B). There are 5 serial numbers under Part B i.e from Sl no 11 to sl no 15. . The L1 will be the bidder who quotes the overall lowest for Part B. L1 party so determined will be entitled to get an order for 60% of the tendered business on the final negotiated rates subject to other terms and conditions mentioned in this tender document. The L2 party will then be called for negotiation and asked to match the negotiated L1 rates. If L2 party agrees, the bidder will get order for 40% of empty transportation requirements.

To further clarify, Prices shall be first negotiated with the L1 bidder who would be eligible for allotment of 60% of empty containers movements. L2 bidder shall then be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then 40% of empty containers movements will be asked to be done by L2. In case L2 does not agree to match the negotiated rate of L1 party, offer shall be made to L3, to match with the Negotiated L1 rates. If L3 does not also match, offer would be made progressively to L4, L5 and so on till any bidder agrees to match with the negotiated L1 rates. To cite an example, if L2 and L3 have not agreed for matching the rates with L1, the offer for matching is given to L4. If L4 agrees, he will be

placed an order for movement of 40% of empty containers However if no bidder accepts offer to exactly match the negotiated rates of L1 bidder, company would place order for 80% on L1 and balance 20% on L2 bidder at the finally negotiated rates with L2. Here the company reserves the right to place the entire order on L1 if in its opinion the negotiated L2 rates are significantly higher than L1 and in the interests of the company, it will be prudent to place order on only L1 party.

4. 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).

5. Fuel Escalation /De-Escalation:

The rates should be firm throughout the contract period except for escalation/de-escalation of HSD price announced by Govt. of India during the contract period. The Escalation/De-escalation will be calculated as per following formula:

$$\frac{0.30 \times A \times [C - B]}{B}$$

A = Transportation rate as per contract

B = Ruling price of HSD Applicable at Dronagiri, Navi Mumbai as on 31st July, 2018
(this date should be the last date for submission of tender)

C = Revised price of HSD

The date of escalation/De-escalation will be from date of increase/decrease of HSD price. No other price escalation on any account will be entertained during the contract period.

6. Contract Period:

The contract will be for a period of **[24 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 **[24 months]**, the contract may be extended as mutually agreed for a maximum period of one year on the existing terms & conditions.

7. Performance Guarantee:

Performance Guarantee in the form of bank guarantee as per format to be given to the successful party to cover loss/damage of material /container during transportation of loaded /empty container to and from CFS and also within CFS premises. The Performance Guarantee amount will be as under:

- a) For parties who are awarded 75% of the volume of loaded Import/ Export containers- Rs. 12,00,000.
- b) For parties who are awarded 25 % of the volume of loaded Import/ Export containers- Rs. 3,00,000.
- c) For parties who are awarded 60 % of the volume of empty containers- Rs. 3,00,000.

d) For parties who are awarded 40 % of the volume of empty containers- Rs.2,00,000.

8. Work Place:

The transport contractor/s should be prepared to transport containers to locations in and around Dronagiri as advised by Company from time to time.

9. Working Hours:

Operations are required to be carried out round the clock (24x7) for 365 days a year.

10. Transportation:

Contractor should engage proper trailers/trucks of sound condition with valid road and dock permit. The driver should be well experienced and should possess valid driving license for heavy vehicle. The contractor should take full responsibility towards safety and security of the container and cargo inside. Trucks and trailers should follow safety norms for transportation of containers as stipulated by concerned authorities.

The contractor will have to submit a list of his drivers, cleaners and the workmen and only on our approval and issue of passes they will be permitted to enter our premises. Changes if any, must receive our prior approval.

All vehicles will have to be adequately covered under the Motor Vehicles Act. All vehicles shall be having valid PUC during the period of operations. The contract will be placed on strict understanding that the contractor has indemnified us against any Government action against him or his vehicles when on our duty.

11. Penalty Due to Non –Performance:

Contractor's Supervisor who is expected to be present during operation, will report to us every day to obtain requirement of truck/trailer and make program suitably for next day. Depending on the business volume, the contractor has to place the required number of vehicles.

Any failure on Contractor's part may warrant company to arrange vehicle from outside which will be at contractor's "Risk and Cost" and the additional amount to be incurred by the Company will be recovered from contractor's bills. Such arrangement will be done at the discretion of the company as and when company feels necessary. Company's decision will be final in such cases.

The Import loaded containers have to be moved from the Port to the CFS within the free period allowed by the Port or maximum of 72 hours whichever is less. Any expenses required to be incurred for this purpose including Custom's Overtime at the Port Gate have to be borne by the transporter. Any demurrage/detention charges imposed on Balmer Lawrie by the Company's

clients due to delayed clearance of containers from the Port will be recovered from the Transporter's bills/dues.

In case of any damage to the containers arising out of a negligence on the part of the contractor or his employees, the contractor will be responsible to make good the losses as assessed by the surveyor/shipping line/shipping agent/any other competent authority within stipulated time failing which Balmer Lawrie & Co Ltd or its authorised agency will be free to get the damage container repaired at contractor's 'risk' and 'cost' and charges on account of such repairs will be fully recovered from Contractor's bills.

In case of any shortage/damage/loss to goods for whatsoever reason other than natural causes while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage/shortage/loss. The fleet owner should have a Carrier's Legal Liability cover for all the vehicles that are engaged in transportation of container & cargo contained therein for Balmer Lawrie-CFS (from Port to CFS & vice-versa). The limit of indemnity in this policy should cover Rs. 1.00 lac AOA and Rs. 4.00 lacs AOY (1:4) for loss / damage to container and Rs. 7.5 crore's AOA and Rs. 7.5 crore AOY (1:1) for loss/damage to cargo contained in the container.

In case the Transport Contractor fails to provide satisfactory arrangement for transportation, the Company reserves the right to make alternate arrangements for transportation and the same shall be on the Transport Contractor's risk and costs, till suitable arrangement is made by the contractor .

12. Contractors' Responsibility:

Obtaining clear EIR or any such documents from NHAVA SHEVA/Customer is the responsibility of the transporter.

No container which has damaged/tampered seal or whose contents (Container/Cargo) appear to be damaged/pilfered to be transported without following procedure prescribed by customs/other concerned authorities. Proper intimation in this regard to be given to BL officer in charge before effecting movement of these type of containers, failure of which all cost on this account will be debited to contractor.

The export loaded / empty containers should be moved to NHAVA SHEVA Container yard after completing all formalities before port cut off time. In case of any penalty levied on CFS by the shipping line/customer due to shut out of export bound empty/loading containers due to delay in movement by the transporters will be recovered at actual from the transporter.

The contractor will be responsible for the welfare and discipline of his employees/ drivers inside our CFS. He must also undertake to comply with all statutory regulations for employment of his workmen. Any expenses incurred by us under these regulations will have to be reimbursed by him. The contractor will be deemed to be the ultimate employer of his men.

All personnel employed by the contractor to be engaged as their own employee in all respects. The responsibility to comply with provisions of various labour laws of the country such as Factories Act, Wages Act, W.C Act, Contract labour Act, E.S.I Act, Bonus and Gratuity Act etc. or any other act which are applicable will be that of the contractor. The company does not take any responsibility regarding service conditions of contractor's labour which is purely contractor's responsibility.

The contractor shall at his expenses comply with all the labour laws and keep Balmer Lawrie indemnified in respect thereof.

The contractor should comply with all rules and regulations of Maharashtra State / Labour board or any other bodies as required.

13. 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.

14. Evaluation of bids:

The evaluation of bid will done separately for Loaded & Empty containers, Thus a bidder who is L1 in loaded container can become L2 or so in Empty container & Vice Versa.

It is open for bidders to quote for Both Part A and Part B or one out of Part A or Part B of Annexure B (Price bid). Bidders opting for both Loaded & Empty containers should quote for all item in Price Bid A (1 to 10) & B(11 to 15). A bidder opting for only loaded containers should quote for all item in Price Bid for Loaded Transportation "A" (1 to 10) & Bidder opting for Empty containers only, should quote for all item in Price Bid B (11 to 15).

Thus a bidder should quote for all items of A & B in Price bid, or either for all items of Block A in Price bid, or all items of Block B in Price Bid, failing which the average rate quoted for that item by other bidders will be taken to evaluate the bid (as if this is the rate quoted by the party who has failed to mention a rate against that item).

Above rates quoted or derived will be multiplied with the indicative Qty. to arrive L1 bidder separately in two different parts - viz Part A & Part B

15. Payment Terms:

Payment will be released on monthly cycle basis within 5 days from the date of submission of bills provided the same are correct in all respects and duly certified by the Authorized Official of the Company. Appropriate tax will be deducted from the bills as per the statutory regulations.

16. 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.

17. 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 trailers/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.

18. 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 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

19. 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.

20. 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.

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 under jurisdiction of 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. The award shall be a speaking award stating reason therefor and is final and 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS/MUM/594 dated 19.04.2018 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

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. / LPP	
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 enclosed	
11	GST No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

Annexure - B

PRICE BID FORMAT

Sl.No.	Item Description	Item long Description/Job Content	Container Size	Unit	Indicative for Two Year	Rate [in Rs]
A	<u>Loaded Transportation</u>					
1.	Transportation of Standard Loaded Containers from Port to BL-CFS [includes all types of container]	Placement of vehicle at Nhava Sheva Container Yard and taking delivery of loaded container after inspection of locks & seals and completion of all other formalities. Transportation of loaded container to BL-CFS within specified time irrespective of delay/detention in loading or traffic congestion	20FT 40/45FT	Nos. Nos.	40000 12000	
2.	Transportation of Reefer Containers with Generator set from Port to BL-CFS	Placement of vehicle of Nhava Sheva Container Yard and taking delivery of loaded container after inspection of locks & seals and completion of all other formalities including scanning and EIR formalities. Transportation of loaded container to BL-CFS within specified time irrespective of delay/detention in loading or traffic congestion.	20FT 40/45FT	Nos Nos	10 150	
3.	Transportation of Containers carrying Over Dimension	Placement of vehicle at Nhava Sheva Container Yard and taking delivery of	20FT	Nos	180	

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	Cargo from Port to BL-CFS on normal/semi low bedded trailer.	loaded container after inspection of locks & seals and completion of all other formalities including scanning and EIR formalities. Transportation of loaded container to BL-CFS within specified time irrespective of delay/detention in loading or traffic congestion.	40/45 FT	Nos	50	
4.	Transportation of Containers carrying Over Dimension Cargo on Low Bedded Trailer from Port to BL-CFS	Placement of vehicle at Nhava Sheva Container Yard and taking delivery of loaded container after inspection of locks & seals and completion of all other formalities including scanning and EIR formalities. Transportation of loaded container to BL-CFS within specified time irrespective of delay/detention in loading or traffic congestion.	20FT	Nos	1000	
			40/45 FT	Nos	600	
5	Transportation of Standard Loaded Containers from BL-CFS to Port [includes all types of container]	Placement of vehicle at BL-CFS Container Yard and taking delivery of the loaded container after inspection of locks and seals and completion of formalities. Transportation of the loaded containers to Nhava Seva Port within specified time irrespective of delay/detention. The job includes handing over the loaded containers to the Nhava Sheva Port authorities and obtaining clear EIR report.	20FT	Nos	5500	
			40/45FT	Nos	1000	
6	Transportation of Reefer Container with Generator set from BL-CFS to Port	Placement of vehicle at BL-CFS Container Yard and taking delivery of the loaded container after inspection of locks and seals and	20FT	Nos	10	

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		completion of formalities. Transportation of the loaded containers to Nhava Seva Port within specified time irrespective of delay/detention. The job includes handing over the loaded containers to the Nhava Sheva Port authorities and obtaining clear EIR report.	40/45FT	Nos	10	
7	Transportation of Containers carrying Over Dimension Cargo on Low Bedded Trainer from BL-CFS to Port	Placement of vehicle at BL-CFS Container Yard and taking delivery of the loaded container after inspection of locks and seals and completion of formalities. Transportation of the loaded containers to Nhava Seva Port within specified time irrespective of delay/detention. The job includes handing over the loaded containers to the Nhava Sheva Port authorities and obtaining clear EIR report.	20FT	Nos	50	
			40/45FT	Nos	100	
8	Transportation of Containers carrying Over Dimension Cargo from BL-CFS to Port on normal/semi-low bedded trailer	Placement of vehicle at BL-CFS Container Yard and taking delivery of the loaded container after inspection of locks and seals and completion of formalities. Transportation of the loaded containers to Nhava Seva Port within specified time irrespective of delay/detention. The job includes handing over the loaded containers to the Nhava Sheva Port authorities and obtaining clear EIR report.	20FT	Nos	20	
			40/45FT	Nos	20	
9	Transportation of ISO Loaded Containers from	Placement of vehicles at BL-CFS for taking import laden containers to CWC	20FT	Nos	2500	

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	BL-CFS to CWC Distripark scanning site for additional containers nominated for scanning.	Distripark scanning site for scanning . These containers are the ones which are nominated for scanning after arrival in BLCFS.	40FT	Nos	2000	
10	Internal shifting of ISO Loaded container within Port JNPT/APMT/NSICT/ NSIGT (DP WORLD) /BMCTPL(PSA) terminals		20 FT	Nos.	200	
			40 FT	Nos.	200	
		TOTAL				
		GST if applicable				
		Grand Total				
B	<u>Empty Transportation</u>					
11	Transportation of Standard Empty Containers from BL-CFS to Nhava Sheva or Nhva sheva to BL CFS	Placement of vehicles at BL- CFS/specified location and taking delivery of empty containers after inspection and compliance of the formalities. Transportation of the same to BL- CFS/Customer Slot point within specified time irrespective of delay/detention in loading/unloading and traffic congestion including obtaining clear receipt.	20	Nos	2000	
			40	Nos.	2000	
12	Transportation of ISO Empty Containers to specified location within a distance upto 5 KM	Placement of vehicles at BL- CFS/specified location and taking delivery of empty containers after inspection and compliance of the formalities. Transportation of the same to BL- CFS/Customer Slot point within specified time irrespective of delay/detention in	20FT	Nos	600	
			40/45FT	Nos	300	

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		loading/unloading and traffic congestion including obtaining clear receipt.				
13	Transportation of ISO Empty Containers to specified location within a distance of 5-15 KM (including Toll Taxes)	Placement of vehicles at BL-CFS/specified location and taking delivery of empty containers after inspection and compliance of the formalities. Transportation of the same to BL-CFS/Customer Slot point within specified time irrespective of delay/detention in loading/unloading and traffic congestion including obtaining clear receipt.	20FT 40/45FT	Nos Nos	3000 2000	
14	Transportation of ISO Empty Containers to specified location within a distance of 15-25 KM (including Toll Taxes)	Placement of vehicles at BL-CFS/specified location and taking delivery of empty containers after inspection and compliance of the formalities. Transportation of the same to BL-CFS/Customer Slot point within specified time irrespective of delay/detention in loading/unloading and traffic congestion including obtaining clear receipt.	20FT 40/45FT	Nos Nos	2000 1000	
15	Transportation of ISO Empty Containers to specified location within a distance of 25-40 KM (including Toll Taxes)	Placement of vehicles at BL-CFS/specified location and taking delivery of empty containers after inspection and compliance of the formalities. Transportation of the same to BL-CFS/Customer Slot point within specified time irrespective of delay/detention in loading/unloading and traffic congestion including obtaining clear receipt.	20FT 40/45FT	Nos Nos	600 300	
16	Total	Sum of 11 to 15				

17	GST	<u>GST --- %</u>				
18	Grand Total	<u>Total of (15 &16)</u>				

After sl no 10, there has to be one sub total, GST, and overall total.

Like wise, there will be a separate total for sl no 11 to sl no 15 for empties. GST and overall total is also required.

No grand total is required covering sl no 1 to 16 as we are treating this as 2 separate bids viz. one for loaded and the other for empties..

Note

1. Rates should be inclusive of All Taxes & Duties except GST, which if applicable, shall be noted in appropriate column.
2. Rates shall be valid for at least 2 years from the date of commencement of contract as per Work Order Of Balmer Lawrie & Co. Ltd.
3. Indicative quantities are approximate for 2 years and will be used only for evaluation purpose. Actual volume may widely vary depending on business volume The Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicative quantity.
4. Toll charges, wherever applicable will not be paid by Balmer Lawrie.