



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068

Phone No 25941813 /25942557, Fax No. 25941863

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CIN –L15492WB1924GO1004835

e- TENDER NO: BLC/CFS/TT Operation/22

Dt.07.08.18

TECHNICAL / COMMERCIAL BID

Tender Document for

***[Operation and Maintenance of Trailers owned by our
Company]***

DUE DATE & TIME: [28/08/2018 at 14:00 Hrs]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	6
5	General Terms and conditions	9
6	Declaration accepting terms & conditions by bidder	14
7	Particulars of the Tenderer's organization	15
8	Price Bid	16 (Provided in Excel file)

NOTICE INVITING E-TENDER

On line bids are invited from reputed and resourceful Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for ***Operation and Maintenance of Trailers owned by the Company***

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	<i>Operation and Maintenance of Trailers owned by our Company</i>
2	Tender No	BLC/CFS/TT operation/22
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	One year w.e.f. 01.10.18
5	EMD	Rs.200000/-
6	Downloading / Submission of Tender :	
	a. Starts on	07.08.2018
	b. Closes on	28.08.2018 @ 14.00 hrs
7	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.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- 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 proper 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 submit an interest free EMD of Rs 2,00,000/- (Rupees Two Lakhs only) by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Chennai]. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, submission of EMD are 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. 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., the 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.

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HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-22-66865633

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 the same. They may contact help desk of C1 India Pvt. Ltd.

02. 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.
- 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 interest vendors should regularly visit these websites for up-dation “

03. 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 as laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer 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 here in 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:

Operation and Maintenance of 19 Nos. Company owned trailers

Transportation activity

- a. Movement of ISO laden containers from Chennai Port (CCTL & CITPL), Kattupalli Port and Ennore Port to CFS and vice-versa.
- b. Movement of ISO empty containers from CFS to Chennai Port (CCTL & CITPL), Kattupalli Port and Ennore Port and vice-versa.
- c. Movement of ISO empty containers from CFS to other locations and vice-versa.
- d. Movement of ISO empty containers from Chennai Port (CCTL & CITPL), Kattupalli Port and Ennore Port to other locations and vice-versa.
- e. Movement of ISO laden containers from CFS to other location and vice-versa.
- f. Movement of ISO reefer empty container from CFS to Port and vice-versa
- g. The contractor shall be required to perform the work of coordination at CCTL, CITPL, Kattupalli Port and Ennore Port / Customer Slot point/ scanning point etc for speedy loading, unloading and transportation activities for which no separate payment will be made;

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

e-Tender No : BLC/CFS/TT Operation/22

- h. No container which has damaged seal or tampered seal or whose contents appeared to be damaged/pilfered, should be transported without following procedure prescribed by Customs/other concerned authorities and BL Officials. Prior intimation to BL officials is required before movement of damaged seal or tampered seal containers. No damaged container should be moved without prior permission from BL officials.
- i. Scanning of selective import containers as directed by Customs inside the Port. In the event of failure to scan the import containers, those containers arriving at the CFS would not be off-loaded in the CFS. The cost of taking back the container to the Port and get it scanned would be borne by the transporter.
- j. To move the import container within the time stipulated by the Customs from CCTL, CITPL, Kattupalli Port and Ennore Port to Balmer Lawrie CFS and vice versa. Obtaining clear & correct EIR or any such document will be responsible of bidder.
- k. Ensure adherence to all safety norms.
- l. Weighment of incoming and outgoing container if required as per advice issued by Company from time to time.
- m. To make the vehicles available for fixing of identification Tag on all import containers.
- n. To deal effectively with all local issues / unions.
- o. To provide escort service and take full responsibility for loaded customs sealed container movement from CCTL , CITPL & Kattupalli Port and vice versa
- p. To provide exclusive liaison officer and field staff to co-ordinate movement of containers from CCTL, CITPL & Kattupalli Port and Ennore Port to Balmer Lawrie CFS and vice versa.
- q. To co-ordinate and make available trailers for internal shifting of containers in CFS without any extra cost.
- r. Export loaded / empty containers should be moved to port before port cut off. In case of any penalty levied on CFS by shipping line or customer due to shut out of containers will be recovered from bidder. Also empty container from Port to be moved within free days and any penalty on this account will be recovered by bidder.

The above list is illustrative and not exhaustive and the contractor will arrange for necessary transportations works as and when required and as instructed by the company officials.

Maintenance of Trailers

- a) All the trailers needs to be maintained properly for its proper working with regular oil service, grease packing, engine repair & miscellaneous works including trailer and cabin
- b) Replacement of Tyre expenses would be reimbursed per month as per the rate quoted by the vendor after reaching 50,000 km running or tyre worn out whichever is earlier. Note: Maintenance and tyre replacement charges would be deducted proportionately for the number of days of vehicle not running / operated
- c) RTO expenses for carrying out FC for all the trailers would be reimbursed by our company as per the rate quoted per vehicle by the vendor
- d) Fitness certificate expenses for a lump sum amount per vehicle would be reimbursed by our company as per the rate quoted by vendor. Scope of work includes complete painting of vehicle, tinkering and necessary repair work to make it suitable for obtaining fitness certificate from RTO.
- e) In case of accident during the period of contract, insurance claim would be lodged by BL and the full claim proceeds would be passed on to the vendor. The repair work shall be carried out by the vendor. In case any extra amount is required for carrying out the repair over and above the claim settlement amount, the same shall be borne by the vendor.

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

e-Tender No : BLC/CFS/TT Operation/22

- f) Annual port passes for nineteen trailers would be reimbursed at actual on submission of receipts. Incidental expenses would be reimbursed additionally as per the rate quoted by vendor
- g) Our company would provide a format for submission of indemnity bond for applicable for any claim whatsoever for any violation of law

The details of validity of FC of trailers are given below:

Trailer No.	FC Valid up to
TN18L-6350	02.05.19
TN18L-6351	02.05.19
TN18L-6387	07.03.19
TN18L-6390	12.04.19
TN18L-6417	04.12.18
TN18L-6437	10.04.19
TN18L-6445	05.01.19
TN18L-6455	03.12.18
TN19Y-2857	26.12.18
TN19Y-2858	09.05.19
TN19Y-2860	16.07.19
TN19Y-2864	15.07.19
TN19Y-2865	11.03.19
TN19Y-4937	01.01.19
TN19Y-4941	19.07.19
TN19Y-4942	10.12.18
TN19Y-4943	30.09.18
TN19Y-2866	To be renewed
TN19Y-4932	To be renewed

2. Minimum Guaranteed Movement

The vendor has to ensure a minimum guaranteed movement of 1140 TEU's per month for 19 Trailers from Port to our CFS.

3. Deployment of Trailers

It will be the contractor's responsibility to ensure proper maintenance of the trailers. All expenses on this account will be borne by the contractor. All the related running costs such as driver's wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

4. Deployment Of Manpower & Working Hours

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

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

e-Tender No : BLC/CFS/TT Operation/22

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 drivers engaged by the Contractor should have valid license and they are the contractor's 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.

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

It will also be the responsibility of the Contractor to ensure that the drivers engaged by him are well behaved and should follow the instructions given by Balmer Lawrie officials and security staff while operating inside the CFS. They should park the vehicles inside the CFS in the designated area with a prior intimation to Balmer Lawrie officials. They also should not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be viewed seriously and may lead to cancellation of order. All persons engaged by the contractor should have necessary photo identity cards / issued by the contractor.

5. Maintenance of Log books

The vehicles should be strictly utilized for the use of movement meant for Balmer Lawrie only. The contractor shall maintain proper log books separately for each trailer detailing the utilization of vehicles and no. of trips operated during the day. The log book has to be certified by our authorized company official at regular intervals. Periodical inspection of all the vehicles would be carried out by Balmer Lawrie Officials once in three months. Any maintenance work suggested by Balmer Lawrie shall be completed within 15 days of inspection.

Similarly, when there is no movement of containers on any day, the trailers should be parked inside our Company premises with prior information.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

- a. Payment of Tender Fee of Rs.5000/-.
- b. Payment of interest free EMD of Rs.200000/-
(MSME /NSIC bidders are exempted from payment of Tender fees and EMD subject to submission of proof of valid certificate.)
- c. Operating Experience in transportation of import/export containers for CFS / ICD for a minimum period of three years as on 30.06.2018. (Proof to be attached)
- d. Bidders shall submit Bankers Solvency certificate for Rs.15 Lakhs issued by their bankers valid for six months from the date of the tender (Proof to be attached)
- e. Average turnover of Rs.1.0 crore per annum in the last 3 years ending 31st March 2017 only from Transport business. (Proof to be attached)
- f. Bidder should not be black listed by any PSU, Govt. Department or any private organization and self-declaration in this regard to be submitted.
- g. Bidder should have GST registration number

02. Submission of Online Bids

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

- [A] Technical / Commercial Bid [Un priced]
and
- [B] Price Bid

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

Bidders are required to take the print out of price bid, fill the rates and upload the same after signing & stamping

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

- [A] Un priced [Technical-Commercial] Bid Opening

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

- [B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, **the price bid of those bidders who are found techno commercially qualified will be opened.**

04. 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 number of trips/, less than or more than the tendered trips, 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 L1 status would be determined considering the overall cost quoted for the work
- 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 (unless exempted under the terms of this tender) will be rejected.
- 4.6 Bids received from the vendor who is also in CFS business will not be considered to avoid the conflict of interest.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]
e-Tender No : BLC/CFS/TT Operation/22

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 revised quotation at its discretion with attendant consequences for the bidder.

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. However this is subject to clause no.14 under the heading fuel escalation.
- 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. Notification of Award

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

08. Declaration of UAM by MSME vendors

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

09. Inspection of vehicles

Bidders are requested to inspect the condition of the vehicles at our site with a prior intimation to Balmer Lawrie Officials during normal working hours. The bidders are expected to understand the tender requirements as well as the condition of the vehicle and satisfy themselves before they quote against our tender. Once the bidder inspected the conditions of the vehicles and after quoting against our tender, Balmer Lawrie would not accept any liability whatsoever on this account

10. Contract Period

The contract will be for a period of **12 months effective from 01.10.2018** or such date as may be mutually agreed.

11. Performance Guarantee

Performance Guarantee for **Rs.3,00,000/-** (Rupees Three lakhs only) has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence of the contractor / mishandling / malfunctioning or non-performance. The Performance Bank Guarantee should be valid for a period of 15 (Fifteen) months from the date of commencement of contract. In the event of extension of contract for a further period of 1(one) year after initial contract period , the Performance Bank Guarantee will be required to be extended for another 15 (Fifteen) 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.

12. Security Deposit / EMD

A non-interest bearing Security Deposit of **[Rs.10 lakhs]** by way of Bank Draft or Bank Guarantee of equivalent amount, in addition to the Performance Guarantee, will be required to be deposited with the Company by the successful individual bidder within 10 days of getting work order from the Company. In addition, 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.

13. Volume of work

No assurance on volume shall be given regarding any item of work at any time during the validity of the Contract. However the Company is expecting movement of about 13680 TEU's of load containers approx during the contract period. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE. The nature of work will also be subject to variation depending on the requirements. Any variation / addition / deletion in the items of work/changes in volume indicated shall not form a basis for any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

14. Fuel Escalation / De-escalation

The rate should be firm throughout the contract period except for escalation/de-escalation of HSD price announced by Govt. of India during the contract period.

In case of any revision in the price of diesel during the contract period, the escalation/de-escalation will be calculated as per following formula:-

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

Where A = stands for per TEU rate as per contract

B = stands for ruling price of diesel applicable at Manali, Chennai as on date of contract which is on 01.10.18

C= Revised price of diesel at Manali, Chennai

The diesel rate prevailing on the last day of the previous month would be considered for arriving at the escalated /de escalated rate for the billing month. No other price escalation on any account will be entertained during the contract period.

15. Penalty

The bidder is expected to carry out a minimum guaranteed movement of 1140 TEU's of import laden containers per month combining the quantities as given in Serial No.1,2,3,8, 12,13 and 19 of the rate schedule.

Penalty for non-achievement of minimum guaranteed movement of 1140 TEU's per month would be Rs.200 per TEU for the non-achieved TEU's only.

- In the event of our Company is not in a position to provide a volume of 1140 TEU's per month, penalty shall not be applicable subject to certification of our Company official
- Exclusions for calculating the minimum guaranteed movement would be cases of Acts of God, Common trade Force Majeure cases, Trailers taken for maintenance work only on prior approval days and non-allocation of PNR by our Company.

The transporter will be responsible to ensure evacuation of containers within a maximum of 48 hours from the time of issue of DRF/Form 13 is given to him or containers are discharged from the vessel whichever is earlier. In case of failure to do so, any Port demurrage charges due to delayed evacuation would be recovered from the invoice of the transporter.

16. Payment Terms

- Payment for movement shall be made within 15 days from the date of submission of fortnightly bills duly certified by company officials with all relevant supporting documents.
- Payment for maintenance and tyre replacement cost shall be paid within 15 days from the date of submission of bills with supporting bills.

17. 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 written consent from the company.

18. 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 format of indemnity bond would be provided by the Company by Balmer Lawrie & Co Ltd to the successful bidder after award of contract.

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 by the bidder to the employees 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.

19. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc and also within Balmer Lawrie CFS yard. Any damage to any life and/or property while performing the duty for Balmer Lawrie due to negligence/mishandling by the staff / drivers and /or malfunctioning of the trailers would be to the account of the contractor.

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. Performance under the contract shall be resumed as soon as practicable once the "event" come to an end.

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 :BLC/CFS/TT Operation/22 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 / Private Limited Co., or Public Limited Co. / LLP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belongs to SC/ST Category	
17	Whether already operating in CCTL/CITPL/Kattupalli Port for cargo and container movement	
18	Are you a member of any Transport Association If yes, mention the name of the association	

Ref: Tender No: BLC/CFS/TT Operation/22 dt.06.08.18 for Operation and maintenance of trailers

S No	Description of work	Unit	Qty for one year	Rate per trip	Amount
1	Movement of loaded import containers from CCTL/CITPL Terminal to Balmer Lawrie CFS with 2 x 20 ft containers in a single trailer	Trip	3586		
2	Movement of loaded import containers from CCTL/CITPL to Balmer Lawrie CFS with 1 x 40 ft containers	Trip	1552		
3	Movement of loaded import containers from CCTL/CITPL to Balmer Lawrie CFS with 1 x 20 ft container in a single trailer	Trip	2		
4	Movement of loaded export containers from Balmer Lawrie CFS to CCTL/CITPL Terminal with 2 x 20 ft containers in a single trailer	Trip	10		
5	Movement of loaded export containers from Balmer Lawrie CFS to CCTL/CITPL with 1 x 40 ft containers	Trip	50		
6	Movement of loaded export containers from Balmer Lawrie CFS to CCTL/CITPL with 1 x 20 ft container in single trailer	Trip	30		
7	Movement of empty containers from CCTL/CITPL/ to Balmer Lawrie with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer	Trip	200		
8	Movement of Reefer empty containers from CCTL/CITPL/ to Balmer Lawrie with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer	Trip	750		
9	Movement of empty containers from Balmer Lawrie CFS to CCTL/CITPL with 2 x 20 ft / 1x40' Ft / 1x20 Ft container	Trip	1800		
10	Movement of empty containers from Others Empty Plots to CCTL/CITPL with 2 x 20 ft / 1x40' Ft / 1x20 Ft within radius of 15 kms from Chennai Port	Trip	300		
11	Movement of empty containers from Others Empty Plots to CCTL/CITPL with 2 x 20 ft / 1x40' Ft / 1x20 Ft within radius of above 15 to 30 kms from Chennai Port	Trip	25		
12	Movement of loaded import containers from Kattupalli /Ennore container Terminal to Balmer Lawrie CFS with 2 x 20 ft containers in a single trailer	Trip	1200		
13	Movement of loaded import containers from Kattupalli /Ennore container Terminal to Balmer Lawrie CFS with 1 x 40 ft containers	Trip	500		

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

e-Tender No : BLC/CFS/TT Operation/22

14	Movement of loaded import containers from Kattupalli /Ennore container Terminal to Balmer Lawrie CFS with 1 x 20 ft container in a single trailer	Trip	2		
15	Movement of loaded export containers from Balmer Lawrie CFS to Kattupalli /Ennore container Terminal with 2 x 20 ft containers	Trip	10		
16	Movement of loaded export containers from Balmer Lawrie CFS to Kattupalli /Ennore container Terminal with 1 x 40 ft containers	Trip	20		
17	Movement of loaded export containers from Balmer Lawrie CFS to Kattupalli /Ennore container Terminal with 1 x 20 ft container	Trip	15		
18	Movement of empty containers from Kattupalli /Ennore container Terminal to Balmer Lawrie CFS with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer	Trip	50		
19	Movement of Reefer empty containers from Kattupalli /Ennore container Terminal to Balmer Lawrie CFS with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer	Trip	200		
20	Movement of empty containers from Balmer Lawrie to Kattupalli /Ennore container Terminal with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer	Trip	600		
21	Movement of empty containers from Others Empty Plots to Kattupalli /Ennore container Terminal with 2 x 20 ft / 1x40' Ft / 1x20 Ft within radius of 15 kms from respective Ports (Kattupalli/ Ennore)	Trip	50		
22	Movement of empty containers from Others Empty Plots to Kattupalli /Ennore container Terminal with 2 x 20 ft / 1x40' Ft / 1x20 Ft within radius of above 15 to 30 kms from respective Ports kattupalli/ Ennore)	Trip	10		
23	Movement of empty containers from Balmer Lawrie CFS to Other Empty Plots with 2 x 20 ft / 1x40' Ft / 1x20 Ft within radius of 15 kms from Balmer Lawrie CFS	Trip	140		
24	Movement of empty containers from Balmer Lawrie CFS to Other Empty Plots with 2 x 20 ft / 1x40' Ft / 1x20 Ft in single trailer within radius of above 15 -30 kms from Balmer Lawrie CFS	Trip	25		
25	Maintenance charges per vehicle per month covering oil service, grease packing, engine repair and misc works for trailer and cabin Rate per vehicle	LS	19 Trailers		
26	Tyre replacement charges per vehicle per month Rate per vehicle	LS	19 Trailers		
27	RTO expenses per vehicle Rate per vehicle	LS	19 Trailers		
28	FC (Fitness certificate) expenses per vehicle Rate per vehicle	LS	19 Trailers		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]
e-Tender No : BLC/CFS/TT Operation/22

29	Obtaining Annual Port passes Rate per vehicle	LS	19 Trailers		
30	Incidental expenses for obtaining annual port passes Rate per vehicle	LS	19 Trailers		
	Net Amount				
	Add: SGST @				
	CGST @				
	Total Amount				