



BALMER LAWRIE & CO. LTD.

(A Govt. of India Enterprise)
[Container Freight Station]
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**TENDER FOR OPERATION OF MHE (FLT, HYDRA,
RST) AT CFS & WD KOLKATA**

TENDER NO. BL/CFS/KOL/OPRMHE/18-19

**DUE DATE FOR SUBMISSION
10.09.2018 - BY 6.00 PM**

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NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from BL registered vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for TENDER FOR OPERATION OF MHE (FLT, HYDRA AND RST) AT CFS & WD KOLKATA.

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

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

S. No	Description	Details
1	Name of Work	TENDER FOR OPERATION OF MHE (FLT, HYDRA AND RST) AT CFS & WD KOLKATA
2	Tender No	TENDER NO. BL/CFS/KOL/OPR_MHE /18-19
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	2 (Two) Years
5	EMD	Rs.25000
6	Downloading / Submission of Tender :	
	a. Starts on	20.08.2018
	b. Closes on	10.09.2018 By 6 PM
7	Opening of Tenders	On or after due date and time for submission.

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. 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 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 BalmerLawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. BalmerLawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs. **25000 (Rupees twenty five Thousand only)** by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. **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 DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]**e-Tender No : BL/CFS/KOL/OPR_MHE/18-19**

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

1.2 Digital Certificate authentication

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

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

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- BalmerLawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- BalmerLawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

"Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation."

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on BalmerLawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by BalmerLawrie.

Scope of Work

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

- a. Handling of Cargo, Stuffing, de-stuffing of cargo to or from containers.
- b. Loading, unloading of cargo to/from vehicles.
- c. Storing, stacking or retrieving the stored cargo to/from godown or open yard.
- d. Loading, unloading, storing, stacking etc. of Empty Containers to/from trucks and trailers.
- e. Loading, unloading, storing, stacking etc. of Loaded Containers to/from trucks and trailers.
- f. Putting Loaded containers on Weigh Bridge by unloading the same from Trailers and putting the same containers back to the vehicle.
- g. Handling the loaded containers for shifting, top down etc. need of the operations.
- h. Helping RST operator for loading, unloading operation & as well as slinging material on/off from wagon/ trailer for using FLT/Hydra.

General Terms & Conditions

01. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **25,000** (In case of MSMED /NSIC vendors , a photocopy of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD.)
- b) Bidder must have experience to execute similar job for last 1 year in any CFS/Port around Kolkata Port (Copy of Work Order or Completion certificate in this regard to be submitted)
- c) The Bidder must have GST, ESI and PF registration (Proof to be attached)
- d) 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 be provided. 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.

02. Submission Of Online Bids

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

[A] Technical / Commercial Bid [Unpriced]

and

[B] Price Bid

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

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

03. Tender Opening

- a. Unpriced (technical/commercial bid) will be opened as per tender calendar.
- b. Price Bid Opening
The price bid will be opened for those bidder who will qualify in technical and commercial bid.

04. Acceptance of offers

- 4.1 BalmerLawrie reserves the right to accept any tender in whole or in part or reject any tender .
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and BalmerLawrie at any stage.
- 4.3 BalmerLawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the estimated quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder.

- 4.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.
- 4.6 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.

05. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

06. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the date of opening the price Bid.

07. Compulsory Compliance

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

08. Duty Cycle and Reporting

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

09. Earnest Money Deposit

The bidders should submit an Earnest Money of **₹ 25000** (Rupees **twenty five** thousand only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case any bidder revokes or withdraws its offer within the validity of the offer or fails to perform the job, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. **The EMD of successful bidder will be refunded after success completion of contract period. The EMD of unsuccessful bidder will be refunded after finalisation of contract.**

10. Validity of offer

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

11. Period of contract

The contract will remain valid for 2(two) year from the date of awarding the contract to the successful bidder(s).

12. Payment Terms

Payment to be made within 30 days from the date of placement of monthly certified bill for preceding month.

13. Rate

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

14. Right to accept/reject the tender

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

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

15. Labour Laws

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to labourers engaged by him on Work.
- (iii) Contractor shall at his expense comply with all Labour Laws and keep BL indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

- 16.** The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract. Necessary Insurance against his liability with an insurer until the completion of this contract shall be done by the vendor. In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following:

- i) Provident Fund Act for P.F. Scheme for personnel engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970.
- vii) Any Other Laws/Rules/Regulations as per the Statute

17. Discipline of Workmen Engaged by the Contractor

Workmen engaged by the contractor should be well behaved & disciplined and have good moral background. They should not be influenced under any drug/liquor nor engaged in any anti-social activities. The contractor should ensure that their employee refrain from demanding/accepting any tips, speed money or any gift from the customer/clients etc. The operator & helper should not use mobile phone during the operation time.

Contractor should strictly follow work instruction given by Company's officer only and should not encourage any instruction by Company's clients, customs officials etc. Any such activities will be considered indiscipline on the part of Contractor and Company will be entitled to take any action which may deem fit for such default.

18. Contractor's responsibility, liability and ensuring safety

The contractor should be responsible for any liability in the event of any accidental death or disablement of any person engaged by them during operations or caused by their equipment to any person, while undertaking the operation for Balmer Lawrie & Co. Ltd. It is mandatory that necessary 3rd party insurance cover is kept valid by the bidder for the equipments operating inside BL-CFS, Kolkata.

The contractor shall take necessary precautions for safety of their personnel and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative wherever necessary and shall comply with directions issued by any authorized official from time to time and at all times:

- i) Providing protective foot wear/head wear / masks to workers to protect them against any accident.
- ii) Avoiding open/live electrical wire etc., as they would electrocute the works.
- iii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in & around the areas where machines, hoists and similar units are working.

SAFETY CLAUSE

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

List of safety violations and penalty clause for the same

B. The list of safety violations have been classified in the following categories :

Category	Details of Violation
Minor	Annexure-1
Subsequent-Minor	Annexure-1
Major	Annexure-2
Subsequent-Major	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

C. The penal actions for different types of violations will be as under :

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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MODE OF DEDUCTION OF PENALTY

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1st violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

CASE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good

23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

CASE – 2

MAJOR VIOLATIONS

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

19. Commencement of work

The work shall have to be commenced as per instruction of the Company on placement of LOI/ Work Order and submission of Performance Guarantee as stipulated.

20. Termination of the Contract

Balmer Lawrie reserves the right to terminate a part or full contract by serving 3months notice without assigning any reason whatsoever. However, if the contractor fails to execute the job as per requirement of the company or fails to meet the contractual obligations or any other reasons which are detrimental to the interest of the company, BL shall have the

right to terminate the contract forthwith without serving any notice to the contractor. The contractor may also terminate the contract by giving three months notice.

21. Force Majeure Conditions

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine restrictions, strike, lock-outs, change in Government / Port / Customs policy or acts of God (hereinafter referred as events), then notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

22. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves 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, forfeiture of security deposit etc.

This contract also does not restrict the right of BL to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

23. Damage to Property

- (i) Contractor shall be responsible for making good to the satisfaction of Owner any loss and/or any damage to any structures and properties belonging to Owner or being executed or procured by Owner/Owner's representative or of other Agencies within the premises of Work , if such loss or damage is due to fault and/or the negligence or willful acts or omission of Contractor, his employees, agents, representatives or Sub-Contractors.
- (ii) Contractor shall indemnify and keep Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of Contractor, his employees, agents, representative or Sub-Contractors.

24. Sub-Letting of Work

No part of the Contract nor 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

25. Settlement of disputes by Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman and Managing Director, Balmer

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e-Tender No : BL/CFS/KOL/OPR_MHE/18-19

Lawrie & Co. Ltd. and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. BL/CFS/KOL/OPR_MHE/18-19 and hereby confirm our acceptance of the same.

Signature :

Official Seal with address

Date :

Name of the signatory :

Designation

Name of the Company

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership /LLP/ Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. 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.	
16	If MSME vendor is SC/ST must furnish their relevant document.	

Annexure - I

RATE SCHEDULE

Sl.No.	Description	Unit	Qty	Rate (Rs.)	Amount(Rs.)
1	Per month charges for Operation of any of BLs own Reach Stacker (both operation & assistance) as per time slot as would be instructed by CFS-Operations from time to time. (Minimum guaranteed 27 shifts per month) In case of extended duty for half shift or full shift, additional charges will be applicable on pro-rata basis. Deployment 2 operator and 2 helper on immediate basis at CFS. Provision of extra operator will be on need basis.	RST Operator	3 nos		
		RST Helper	2 nos		
2	Per month charges for Operation of any of BLs own FLT & Hydra (both operation & slinging) as per time slot as would be instructed by CFS or WD Operations from time to time. (Minimum guaranteed 27 shifts per month) In case of extended duty for half shift or full shift, additional charges will be applicable on pro-rata basis. Deployment of 2 FLT operator at CFS and 1 Hydra operator and 1 slingman on immediate basis. Provision of extra operator and 1 helper will be on need basis.	FLT / Hydra Operator	4 nos		
		Helper / Slingman	2 no		
	Total				

Note :

1. Quantity for no of persons are only indicative one and not assured. Actual quantity may vary based on requirement.
2. GST to be paid by BL as extra.
3. Work Order on the successful bidder would be placed on shift basis by dividing monthly rate by 27 shifts.