



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
Container Freight Station
P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 24506811 /24506816,
Fax No. 24498355
E-mail: sett.a@balmerlawrie.com

e- TENDER NO: BL-CFS-KOL/RST-HIRE/18-19

TECHNICAL / COMMERCIAL BID

**Tender Document for Hiring of Reach Stacker 01 no [40/45 MT Capacity]
at CFS – Kolkata**

DUE DATE FOR SUBMISSION

13/09/2018 BY 6.00 P.M.

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NOTICE INVITING E-TENDER

M/S BALMER LAWRIE & CO. LTD. invite online e-tender bids in 2-bid system from competent, experienced and reliable Vendor/Contractor / Agencies, who own Reach Stackers, and fulfill the Eligibility Criteria noted in the General Terms & Conditions hereinafter **for Hiring of Reach Stacker 01 no [40/45MT Capacity]** at our Container Freight Station – P-3/1, Transport Depot Road, Kolkata – 700 088.

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	Hiring of Reach Stacker 01 no [40/45 MT Capacity] at CFS – Kolkata
2	Tender No	BL-CFS-KOL/RST-HIRE/18-19
3	Validity Of Offer	120 days from the date of opening of the price bid.
4	Contract Period	3 Years
5	Tender Fee	NIL
6	EMD	₹ 2,50,000.00(MSME/NSIC Reg. Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	23/08/2018
	b. Closes on	13/09/2018 BY 6PM
8	Opening of Tenders	On or after due date of 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 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 submit an interest free EMD of ₹ **2,50,000/- (Rupees Two Lacs Fifty thousand only)**, by Demand Draft/Pay Order at our above address. , The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. However, MSME/NSIC vendors are being exempted from submission of EMD subject to their submission & Uploading of relevant valid certificate for the same. **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 /MSME/NSIC certificate 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 are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
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			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Helpdesk Nos are open from</u>
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 Printed or posted Bids / offers shall be accepted.
- 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 Tenders/ submission of filled in tender documents by due date & 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 in their offers will not be binding on Balmer Lawrie.
- 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 Balmer Lawrie.

4. Deactivation of Bidders

The bidders found defaulting in submission of hard copies of original DD for EMD /MSME/NSIC Certificate and other documents to the Tender Inviting Authority on or before the time stipulated in the tender will not be permitted to participate in the tender.

5. Tender Document

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if in doubt, from the Tender Inviting Authority. The bidder has to keep track of any changes by viewing the addendum/corrigendum's 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.

6. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained as given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users 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. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Tender Form and Commercial Bid need to be attached to the tender while submitting the bids on line.
- b. The bidders furnish hard copies of all the uploaded documents.

7. Disclaimer Clauses

The Company [Balmer Lawrie & Co. Ltd.] nor the service provider [C1 India Pvt. Ltd.] is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

1. Submission of credentials and Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company(Balmer Lawrie) is detected at any stage

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PART – I :
FORM – I ::TENDER FORM

1.0 COMPANY

1.1	Name of the Company				
1.2	Constitution (Whether Govt., PSU, Public Ltd., Private, Proprietorship, Partnership) [If Public or Pvt. Ltd. Company Memorandum and Articles of Association to be enclosed]				
1.3	Office Address:				
1.4	Communication :	Telephone No.	Fax No.	E-mail ID	Mobile No
		No.	Date	Valid Till	
1.5	Trade Licence Details [photocopy to be enclosed]				
1.6	The following will be mentioned as also Photo copy of the Certificate to be enclosed				
	PAN No.	GST Registration No.	ESI Registration No.	P F Code No.	
1.7	MSME/NSIC Registered. (To mention & Certificate to enclose)		In case of MSME/NSIC, if vendor is SC/ST (To mention & Certificate to enclose)		
1.8	<u>Key persons of the organization</u>				
	Name				
	Designation				
	Contact Telephone No.				
	Mobile No.				

3.0	Number of own Reach Stacker with capacity and Registration number of each Reach Stacker [Attach copy of documents]	<u>Make</u>	<u>Capacity</u>	<u>Yr. of Mfg</u>
4.0	No. of Reach Stacker on leased/attached [Please attach letter from associate Company or arrangement]	<u>Leased</u>		<u>Attached</u>
5.0	A. Presently available at :			
	B. Whether in operating condition :			
	C. Whether available for inspection :			
	D. If yes, whom to contact :	Name: Tel/Cell No.: Fax No. :		
6.0	Details of Container Handling Experience at Kolkata/Haldia Port or any other location. [Please attach copy of Work Order issued in your favour in support of experience]			

Office Seal**Signature**

Name

Designation

Date :



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EQUIPMENT DETAILS TO BE FURNISHED BY BIDDER

Please use separate sheets for each equipment being offered.

[01] Name of the Manufacturer :

[02] Month & Year of Manufacturing :

[03] Registration Number :

[04] In possession with owner since :
[Please enclose proof of ownership]

[05] a. Presently available at [address] :
b. Whether in operating condition :
c. Whether available for inspection :

[06] Maximum stacking & lifting capacity: High _____ MT _____

[07] Lifting capacity : Row Height

1st Row & 1st high(Ground) _____MT

1st Row & Gr+1high _____MT

1st Row & Gr+2 high _____MT

1st Row & Gr+3 high _____MT

2nd Row & 1st high-----MT

2nd Row & 2nd high-----MT

2nd Row & 3rd high-----MT

Attach a copy of Load Chart as provided by Manufacturer.

[08] Other relevant information, if any.



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PART – I :

OUR REQUIREMENT

01	Lifting Capacity	40/45 MT [The equipment to be capable of lifting up a loaded 4 high container with clearance of minimum 2 feet from its resting 3 high level]
02	Stacking	4 high [Ground + 3 high]
03	Hiring period	For a period of three years.
04	Condition of equipments	The equipment should be of Reputed Brand/Standard Brand & in good working condition and should not be manufactured earlier than the year 2016 preferably with digital weighment facility. The equipment will be inspected and trial runs will be carried out for which all facilities will be provided by Owner.
05	Operator	To be provided by the vendor.
06	All running costs	To be borne by the Owner [including Fuel, Lubricants etc.]
07	Normal operating hours	The RST would be required to operate 16 hours a day, 26 days of a month as per requirement of CFS.
08	Maintenance	To be borne by the contractor. In case of breakdown beyond one hour in a day, alternate arrangement has to be made by the contractor, at his cost and risk. Deduction would be made for breakdowns beyond one hour in a day, if no alternate arrangements are made.
09	Positioning	The equipment should be positioned at our CFS premises within 15 [fifteen] days of placement of the Work Order/LOI.
10	Certification	The Vendor shall provide Test Certificate from authorised Certifying agency/person approved by Dock Safety Authority before initial placement of the RST for operation and thereafter every year for its fitted Twist Lock and its related lifting capacity.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Pre-Qualification Criteria

- a) Payment of Interest Free EMD of Rs. [2,50,000/-]. *However, MSME/NSIC bidders are exempted from submission of EMD subject to submission of MSME/NSIC Certificate.*
- b) RST to be offered for Hire shall be of Standard Brand/Reputed make manufactured on or after 2016 & fitted with Load Cell.
- c) Experience in handling of Containers at any Port or at any CFS/ICD in India (More than 5 years).
- d) Proof for availability of own/attached Reach Stacker.
- e) Should have minimum Average Business Turnover of ₹ 2.00 Crore per financial year during last three years ending 2016-17.
- f) Bidders are required to submit Solvency Certificate from their Banker not less than ₹ 25.00 lakhs. [Solvency certificate is to be submitted in closed envelop issued by the issuing bank].
- g) The bidder must have PF & ESI registration. [Latest PF challan copy to be submitted].
- h) The Bidder must have Trade Licence.
- i) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

Note : Price-bids of only those tenderers, who fulfill the above Compulsory criteria, will be opened

2. Submission of on-line Bids

The bids should be submitted in 2[two] separate parts entitled as
[A] Techno 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.

3. Tender Opening

UNPRICED [TECHNO-COMMERCIAL] BID OPENING

Techno-Commercial Bids will be opened online as per the Tender Calendar.

PRICE BID OPENING

After opening and processing of the Technical / Commercial Bids, price bid will be opened.

4. Scope of Work

The Reach Stacker/Stackers will be taken on monthly hire basis and shall satisfy the requirement mentioned hereunder. In this respect, the bidder shall have to submit a certificate from the Manufacturer or their authorized Dealer / Agent of the Reach Stacker or any other authority as may be considered appropriate by Balmer Lawrie. However, Balmer Lawrie will have the right to check the same from their end at any point of time during pendency of the contract.

Sl	Description		Requirement
[I]	Capacity	(a)	Not less than 40 tonnes in the first row, four high stacking (ground plus three high)
		(b)	Not less than 22 tones in the second row. Three high stacking (ground plus two high).
		(c)	Not less than 11 tonnes in the third row. Two high stacking (ground plus one high).
[ii]	Stacking Capacity	(a)	For 20/40 feet container with 8 feet 6 inches height [I] Minimum four high in the first row [ii] Minimum three high in the second row [iii] Minimum two high in the third row.
		(b)	For 40 feet container with 9 feet 6 inches height [I] Minimum three high in the first row [ii] Minimum two high in the second row [iii] Minimum one high in the third row.
[iii]	Turning Radius (outer)		Not more than 8000 mm
[iv]	Hydraulic side shift		Not less than 800 mm on each side
[v]	Gradability with load		Not less than 15%
[vi]	Ground clearance		Not less than 150 mm
[vii]	Container spreader		20 ft & 40 ft detachable fully automatic hydraulic telescopic top lift spreader
[viii]	Spreader		Not less than 180 degree on one side and 90 degree on other side spreader with total slew of 270 degree preferred.
[ix]	Spreader tilting		+/- 4 to 5 degree

[05] Tasks & responsibility

- 5.01 The Reach Stacker should be placed at our CFS to undertake the jobs of loading and unloading regularly on monthly basis.
- 5.02 The driver of the Reach Stacker alongwith supervisor/helper should be present at all the time till loading/ unloading operation of containers continues at CFS and they should be responsible for getting the job done i.e. loading/unloading of containers.
- 5.03 The contractor should follow all the laid down rules & regulations of the RTA/local Government and the CFS.
- 5.04 The contractor should take all precautionary measures including safety and security of the containers & goods contained therein.

- 5.05 The Reach Stacker provided shall be in perfect working condition and should have license, fitness certificate etc. as per Statutory Regulations. These documents should be produced on demand by the Company. The manufacturing year of the Reach Stacker should be not be earlier than 2016.
- 5.06 The contractor should repair/replace immediately the Reach Stacker in the event of a breakdown at any point of loading/unloading operation.
- 5.07 It would be the responsibility of the contractor to get the container (s) unloaded/loaded from/on the truck/trailor in time.
- 5.08 The Drivers/Operators of the Reach Stacker should possess valid license to operate the equipment. The Drivers/Operators, Helpers of the equipment/Supervisory Staff, Mechanics shall have good health and strictly abide by the administrative rules and regulations of BL-CFS.
- 5.09 The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury including the vendor's staffs and damages to any person or any property whatsoever which may arise out of consequence of the work and against all claims, demands proceedings, damages, cost, charges and expenses whatsoever.
- 5.10 The Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the Company for providing the services other than the payment from the Company against services as per the terms of the contract. The Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing Company's/Customers' employees in whatsoever manner. Indulgence of such practice will be considered as breach of this agreement
- 5.11 Contractor shall be answerable for all complaints and/or claims due to negligence, misconduct, malpractice on the part of the any person engaged by the contractor. All persons, employees or otherwise engaged by contractor should carry identification card & authorized letter in their names and the same should be intimated to the Company.
- 5.12 Contractor shall remove and/or replace any of their employees or person who as per opinion of the Company are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the Company.
- 5.13 Contractor shall at all time take precautions to prevent any unlawful, riotous or discordantly conduct by or among their employees and for perseverance of peace and protection of persons and property inside BL-CFS.
- 5.14 Contractor shall take necessary instruction from the authorized/nominated person of the Company and undertake the assigned working as per work guideline to be issued by the Company from time to time.
- 5.15 Safety regulation shall be applicable to the total contract. All Safety Regulations in vogue as amended from time to time shall have to be satisfied, as the equipment will be working within the CFS premises. Necessary examination and tests shall have to be carried out by Competent Person'. All costs arising out of such tests examinations shall have to borne by the contractor at no extra cost to Balmer Lawrie.
- 5.16 The contractor shall ensure furnishing a detailed report about the status of the operations done by the Reach Stacker at the end of the each shift to be signed jointly by the representative of Balmer Lawrie and the authorized representative of the contractor as a proof of availability of the Reach Stacker for container handling operation and the reports will be the basis for release of payment to the contractor.
- 5.17 The contractor will be required to handle ODC/OWC cargo by their Reach Stacker as and when required. Necessary slings, ropes etc. will be provided by BL-CFS.
- 5.18 The contractor will allow installation of RFID Antenna on the Reach Stacker for easy identification of containers through the RFID System. The installation will be done by BL at their own cost.

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. Page | 14
- 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

- The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
- Annexure – 1 & 2 are enclosed herewith.
- 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.
- 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

[06] **Performance Parameter**

Minimum of 100 Containers to be handled [loading/unloading] per operation day, subject to such volume of program or more has been given to the vendors of RST hire. In case job order placed and the aforesaid performance is not achieved necessary penalty may be imposed. In case recurrence of such incidence in any month, Company will have the option, to terminate the contract without any prejudice.

[07] **Rate**

The rate is to be quoted on monthly rent basis for the equipment to be stationed at BL-CFS premises for use by the Company on exclusive basis for 16 hours a day, 26 days per month as per requirement. Rate for additional Working beyond stipulated time should be quoted separately [Please refer Price Bid for details]. The bidder should also be in a position to provide additional Reach Stacker as and when required within 12 hrs of notice, which shall be of manufacture not earlier than 2016 in case of need to operate the same on a shift basis.

Rates should be kept firm during the period of the contract. However GST will be paid extra as applicable.

The rate will include cost of statutory charges other than GST, including R.T.O. Licence, insurance charges and inclusive of running cost such as fuel, lubricants and maintenance. The contractor will undertake to keep valid all licences and insurance policies during the contract period. No additional charges of any nature would be paid by Balmer Lawrie over and above the quoted rate.

[08] **Log Book**

A Log Book to be maintained by the contractor for each equipment incorporating operational information, hour meter reading, breakdown period, additional/extended hours of working etc. Format for the Log Book will be designed by BL-CFS. The logbook after incorporating all the required information to be signed by contractor and counter signed by officer in charge / Authorized Representative of BL-CFS on day to day basis.

[09] **Fuel**

Fuel to be arranged by the Contractor at their own cost.

Fuel Escalation Clause

The rates accepted by the company will otherwise remain unaltered except for any increase/decrease of fuel cost. In such event, the rate will be increased/decreased by amount as per formula given below:

$$0.20 \times A \times \frac{B-C}{C}$$

A = Base rate as per contract in rupees [transportation rate]

B = Increases/Decreased in rate of HSD per Litre. [as on last date of preceding month].

C = Ruling price of HSD per litre applicable at Kolkata as on date of contract

In case of de-escalation of fuel cost the rate will be reduced as per same formula.

The escalation/de-escalation will be applicable from the month following the month in which the price increase/decrease in HSD takes place. However escalation/de-escalation of the fuel cost has to be informed in writing within 15 days from the date of increase/decrease of the HSD .

Or else fuel may be provided by BL at its sole discretion and cost of such fuel shall debited from respective month's bill.

[10] **Validity of offer for acceptance**

The rate should be valid for acceptance upto 120 days from the date of opening of Price Bid.

[11] **Validity of Rates**

The rate should be firm for a period of three years from the date of finalization of the contract.

[12] **Payment**

Payment will be made after 15 days from the date of submission of bills provided the same are correct in all respect supported by copy of relevant portion of Log Book as stated above and job requisition slips for additional work and duly certified by Officer-in-charge of the company. Appropriate tax [if applicable] will be deducted from the bills as per statutory regulations.

[13] **Performance Guarantee/Security Deposit**

The contractor should provide Bank Guarantee of Rs.4,00,000/- [Rupees Four Lakhs] only towards performance guarantee of this Contract. The Guarantee shall be issued on any scheduled Commercial Bank as per format to be given by the Company. The Bank Guarantee is to be valid for 3 [three] years and further six months for submission of claims, if any.

Alternatively, the contractor at their option can also deposit Bank Draft or Pay Order of the same amount which will be drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata. No interest will be paid on the said amount.

Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of commission/gross negligence on the part of the contractor, or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie, or failure to execute the work as per terms and conditions of the contract without prejudice to execute other right, or action by the company.

During tenure of the agreement, in the event of forfeiture of full or part of security deposit or encashment of part/full amount of the Bond, the contractor shall make good of the amount within 15 days on receipt of notice from the Company.

The EMD of Rs 2,50,000 lakhs submitted by the successful bidder will be refunded after successful completion of the contract period.

[14] **Work Place**

Balmer Lawrie & Co. Ltd. [Container Freight Station] P-3/1, Transport Depot Road, Kolkata – 700 088. On requirement the same may be placed at the stockyard at Sonapur adjacent to the CFS.

[15] **Working Hours**

Operations to be performed as per requirement of BL-CFS-Kolkata, 16 hours a day and 26 days a month basis as would be advised by BL. In the event of requirement of job on weekly holidays/other holidays or beyond the above working hours the contractor will be obliged to undertake the same.

[16] **Breakdown and Maintenance**

It will be the responsibility of contractor to ensure proper maintenance of the equipments being offered by them. All expenses on this account will be borne by the contractor. In case of breakdown of any equipment for a time exceeding one hour in a day, in case of work exigency, it will be the responsibility of the contractor to make alternate arrangement at their risk and cost. A maintenance gang should be stationed at the CFS for this purpose. For breakdown beyond one hour in a day where alternate Reach Stacker has not been arranged, a penalty shall be imposed equivalent to the same rate quoted by vender for extended hours of operations. Refer item [C] of the price schedule. The deduction would be made from the monthly hire charges.

[17] **Handling Containers**

The container shall be handled with maximum care and without any damage to the containers or vehicle. The contractor will be held responsible for any damage to container or vehicles during handling of containers and the cost incurred for repair of containers or vehicles will be recovered from the contractor. Any consequential damages to cargo or property due to improper handling of containers would also be borne by the contractor.

[18] **Period of Contract**

The contract would be for a period of 3 [Three] years . However, in case of contractor working for the 1st time with BL-CFS the contract shall be awarded initially for three months and on successful performance, the contract may be extended for a further period of 33 months.

However, the contract may be terminated by giving 3 months notice by either side. However, in case of violation of contract by vendor, BL reserves the right to terminate the contract forthwith .

[19] **Acceptance/Rejection of Tender**

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

[20] **Purchase Preference**

This will be applicable for bids received from PSU as per the Guidelines of Govt. of India, if applicable.

[21] **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.

[22] 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 labourers 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

[23] **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. Page | 20

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.

[24] **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. Additionally the bidder has to enclose with commercial bid a certificate from licensed organization of the load lifting capacity of the offered Reach Stacker in different situations as specified herein above. This certificate has to be submitted fresh on a half yearly basis or more frequently if so desired by BL-CFS.

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

- i) Providing protective foot wear/head wear / 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.

[25] **Financial Background**

The bidder should be financially sound Organization and should furnish Solvency Certificate in this regard. The audited Balance Sheets for the last three financial years are to be attached.

[26] **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.

[27] **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.

[28] **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.

[29] **Taxes, Duties & Other Statutory Payments**

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc.(except for GST which shall be paid by BL extra) now or hereafter imposed, increased, or modified and all the sales taxes, duties, etc. from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by Central or State Government Authority or any administrative sub-division thereof.

[30] **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.

[31] **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.

[32] **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

[33] **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 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/RST _HIRE/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

BALMER LAWRIE & CO. LTD.

(A Govt. of India Enterprise)
 Container Freight Station – Kolkata
 P-3/1, Transport Depot. Road
 Kolkata – 700 088

PART-II : PRICE SCHEDULE**HIRING CHARGES OF REACH STACKER AT KOLKATA-CFS**

Sl.	Description of Work	Unit	Qty	Rate (₹)	Amount (₹)
[A]	FOR NORMAL OPERATION OF 16 HOURS A DAY AND ON 26 DAYS IN A MONTH	PER MONTH	36		
[B]	ADDITIONAL CHARGES BEYOND 26 DAYS IN A MONTH FOR 12 HOURS SHIFT OPERATION ON ANY DAY	PER DAY	72		
[C]	ADDITIONAL CHARGES FOR OPERATIONS BEYOND 16/12 HOURS. [In case of item- A, 16 Hrs and in case of item-B and item-D & E 12 Hrs]	PER HOUR	3600		
[D]	ADDITIONAL REACH STACKER FOR 12 HRS OPERATIONS	PER DAY	36		
[E]	HIRING OF ADDITIONAL REACH STACKER ON MONTHLY BASIS FOR 12 HOURS A DAY AND ON 26 DAYS A MONTH	PER MONTH	8		

- Note: [a] Rate for Penalty due to break-down shall be equal to vendor's Charge for Additional Hours of Operation of RST as quoted in item-C of BOQ above.
 [c] Rate should be inclusive of all taxes/duties except GST if any.
 [d] PRICE BID MUST BE SUBMITTED ON-LINE ONLY.

Signature

Office Seal

Name

Date :

Designation