



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

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e- TENDER NO: BL-CFS-Kol/Cooperage/18-19

TECHNICAL / COMMERCIAL BID

Tender Document for

**[Coopering, Dunnaging, Lashing etc. of Containerized Cargo
in Container Freight Station – Kolkata]**

DUE DATE & TIME: [28/01/2019 at 15:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids in Two-bid system are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” , for undertaking the subject contract for **[Coopering, Dunnaging, Lashing etc. of Containerized Cargo in Container Freight Station – 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 their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	Coopering, Dunnaging, Lashing etc. of Containerized Cargo at CFS Kolkata
2	Tender No	BL-CFS-Kol/Cooperage/18-19
3	Validity Of Offer	120 days from the last date for submission of the tender.
4	Contract Period	3 [Three] Years
5	EMD	₹1,00,000/- [Rupees One lakh Only] by way of Pay Order / Bank Draft payable at Kolkata in favour of BALMER LAWRIE & CO. LTD
6	Downloading / Submission of Tender :	
	a. Starts on	05.01.2019
	b. Closes on	28.01.2019, 6.00PM
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

- Document towards EMD to be scanned and uploaded
- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Copy of Valid Trade Licence
- 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
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- Tenderers or their authorized representative will be required to come to our office **POSITIVELY** along with all original documents as shall be intimated, of which scanned copies 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 pay and submit an interest free EMD of ₹1,00,000/- (**Rupees One lakh only**) by Demand Draft/Pay Order at our above address. In case of MSME /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD .The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Kolkata]**. **MSME/ NSIC vendor are required to 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 MSME's order 2012.** Copies of the instruments (DD/PO) 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.

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 secured and transparent manner, which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
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 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. **There will be no further paper advertisement on this. Interested parties have to keep referring to the website of Balmer Lawrie or Central Public Procurement Portal or GEM for further information.**

“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.

SCOPE OF WORK

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

The successful tenderer shall have to undertake the following work:

Detailed Scope of work and the *broad responsibility areas of the Contractor will inter alia be as under :*

01.	Coopering Cartons, Small/Large bag/bags, Depallatise of Cartoons/Bags, Removal of Polythene Cover/Sheets, Strapping with iron/Nylon band, Sealing with Cellotape and any other allied jobs.
02.	Drum Lid opening, Cutting, Closing, drawing samples, Depallatise of Drums, Chocking Dismantling and any other allied jobs.
03.	Cotton Bales Cutting, Paper/Cloth/Rubber Roll Cutting, Rubber Cube Cutting and sealing with Cellotape, Repacking and other allied jobs.
04.	Steel band/Rope Lashing Cutting, Opening of Wooden Box/Crates and bring back the same into original condition.
05.	Removal of tarpaulin cover and refixing the same in top opened Containers.
06.	Lashing/Fixing of [i] Heavy Machinery/ODC/OWC cargo with turn buckle, 'U' Clip etc. [ii] Light machine/equipment [including cars]
07.	Chocking/Dunnaging & packing of Container stuffed with Aluminium or Sow Ingots using good quality hard wood of size 3 Pcs – 8 Ft. long and 5 Pcs – 4 ft. long.
09.	Special Lashing & Dunnaging of Rolled products/Sheets with iron/steel wire ropes inserted in rubber tubes, turn buckles, U-Clips etc and wooden block/pieces
10.	Wooden base for iron/aluminum Billets in 5 to 6 layers and choking there after.
11.	Ensure that all cargo/packages are handled carefully. They should also ensure that the yard are maintained properly. All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, thermocols, etc are to be kept in a designated place
12.	In case of handling liquid cargo, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost
13.	Handling of cargo in manner required by the Custom authority
14.	Sealing/cutting and locking of containers as and when required
15.	Ensure adherence to all safety norms

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

1. Deployment Of Tools & Equipments

The Contractor will be required to deploy adequate number of tools & equipments as shall be required to perform their jobs or as directed by the company without any cost to BL.

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

2. Deployment Of Manpower & Working Hours

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

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

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

The contractor will have to provide services 24x7 in all days as per requirement by the Executing Authority.

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

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

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

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 to the 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.

ANNEXURE - 1

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; ;

ANNEXURE –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

Documents to be submitted as per Company structure:

Constitution of the Firm

1. The bidders, who are the constituents of a Firm, Company, Association/or Society, must enclose notarized/ attested copies of the constitution of their Firm/Company/Association or Society, power of attorney and/or partnership deed. Co-operative societies must submit an attested copy of the certificate of registration along with the documents mentioned earlier.
2. The cancellation/modification of any documents such as Power of Attorney, Partnership-deed etc. shall forthwith be communicated to BL in writing, failing which BL shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
3. BL may recognize changes in Power of Attorney and related documents after obtaining proper legal advice.
4. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address. If the tender application is submitted by a firm of partnership, it shall be signed by all partners of the firm, above their full names and current addresses or by a partner holding the Power of Attorney for the firm for signing the application, in which case a certified copy of the Power of Attorney shall accompany the tender application / document. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application / document.
5. If the tender application is submitted by a Company or a Corporation, it shall be signed by its Director/duly authorised person supported by Board resolution or holding the Power of Attorney for signing the application, in which case a certified copy of the Board resolution/Power of Attorney shall accompany the tender document. Such Company or Corporation will be required to furnish satisfactory evidence such as Memorandum and Articles of Association of its existence with the tender document.
6. If the tender application is submitted by a Joint Venture/Consortium of two or more firms:
 - a. It shall be signed by each member party to the joint venture so as to be legally binding on all parties.
 - b. One of the partners shall be nominated as the lead partner and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - c. The experience of container handling as mentioned in clause 1 in case of joint venture shall be determined by adding together the experience of all partners of a joint venture. However, as a qualifying criterion, the lead partner must have at least 60% of minimum experience mentioned in the above clause.
 - d. The turnover in case of joint venture shall be determined by adding together the turnover of all the partners of the joint venture. However, as qualifying criteria, the lead partner must have at least 60% of the minimum turnover.
 - e. The equipment can be provided by any or all partners of the joint venture.
 - f. It shall be accompanied by a legal document signed by all the parties to the Joint Venture/Consortium confirming therein a clear and definite manner of the prepared administrative arrangements for the management and execution of contract, the delineation of duties, responsibilities and scope of work to be undertaken by each such party and the authorized representative of the Joint Venture.
 - g. The tender application shall include a copy of the joint venture agreement which shall inter-alia state that all partners shall be liable jointly and severally for the execution of the contract and the lead partner shall be authorized to incur liabilities and receive instructions

for and on behalf of any or all partners, and the entire execution of the contract including payments shall be done exclusively with the lead partner.

- h. The agreement for the Joint Venture between the partners shall be notarized/registered as per Laws of the Union of India.
- i. If any person, debarred by BL, is a partner in joint venture bidding for the tender, then that JV will be considered as disqualified.

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of ₹1,00,000/-. However, MSMED/NSIC bidders under micro and small category are exempted from submission of EMD.
- b) Experience in Coopering, Dunnaging and Lashing work at a CFS/Dock in KDS area for a minimum period of

3 years as on 31.10.2018. [Work Order/Job completion certificate of relevant job to be submitted]

- c) Should have minimum Average Business Turnover of ₹20 Lacs -per year during the last 3 financial years.
- d)The Bidder must have Trade Licence(copy to be provided).
- e) Vendor must have GST, PF & ESI registration(copy to be provided).
- f) 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

2. Submission Of Online Bids

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

[A] Technical / Commercial Bid [Unpriced]
and

[B] Price Bid

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

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

3. Tender Opening

[A] Unpriced [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 date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie 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 estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder. However, Balmer Lawrie also reserves the right to split the supply order between two agencies in case 2 different vendors become L-1 for one of the 2 Price Schedules. In such case 1st negotiation shall be conducted with overall L-1 vendor to match the rates for the other schedule where L-2 vendor rates are lowest. In case Overall L-1 does not agree to match the rates as stated above then L-2 vendor may be negotiated and awarded the split of the contract. In such case job may be splitted among L-1 & L-2 vendors based on their individual Schedule's L-1 status and ; such a step shall not form the basis for alteration of rates.
- 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 (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

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

6. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour 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 last date for submission of the tender.

7. Validity of offer

The rate offered should be kept valid for acceptance for 120 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/altered during this period.

8. Rate

Rates to be quoted per Price Bid Schedule attached. Rates should be inclusive of all taxes ,duties & charges . Rate should be kept firm during the period of the contract. However GST will be paid extra by BL as applicable.

9. Notification and Award of Contract

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

10. Contract Period

The contract will be for a period of 3(Three) years.

10. Security Deposit

Security Deposit for ₹ 4,00,000 [Rupees Four Lakhs only] has to be submitted in the form of DD or Bank Guarantee, as per prescribed format of the Company, to cover the "Risk & Cost" of any damages caused due to negligence of the Operator/mishandling of equipment/malfunctioning of equipment or non performance. The Performance Bank Guarantee should be valid for a period of 42 (forty-two) months from the date of commencement of contract. Alternatively successful bidder may adjust the EMD towards Security Deposit and may request to adjust the balance amount from monthly bills. This performance guarantee will not bear any interest.

11. EMD

Rs.1,00,000 [Rupees One Lakh] only by way of Demand Draft/Bank Guarantee favoring Balmer Lawrie & Co. Ltd., payable at Kolkata to be submitted along with the Techno Commercial bid. MSME/NSIC bidders under micro and small category are exempted from submission of EMD. EMD will be refunded to unsuccessful bidder without any interest after finalization of tender. The EMD of the successful bidder may be adjusted against Security Deposit or refunded upon submission of full value of SD.

13. Volume

The Company will not guarantee any volume of work. The quantity mentioned in Price Bid is purely for estimation purpose and evaluation of Price Bid. However, Contractor may visit and assess local site conditions to determine the quantity of work to be executed on monthly basis.

14. Payment Terms

Payment will be made within 30 days from the date of submission of bills on monthly basis, provided the bills are correct in all respect and duly certified by Officer-in-charge of the Company. Payment shall be subject to statutory deductions as per rules in force from time to time.

15. STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW

- a) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- b) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.
- c) Contractor must have "Permanent EPF Account" & "Employees' State Insurance Corporation [ESIC] Certificate" in its name. Wherever "ESIC" is not available, the same shall be governed by "Workmen's Compensation Act, 1923" for which bidder must obtain a suitable Workmen's Compensation Policy. Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "Workmen's Compensation Certificate [prior to commencement of work, in case of award]" must be submitted.

- d) The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund.
- e) The contractor shall regularly submit all relevant records/documents in this regard to BL representative for verification and upon such satisfaction only BL will release of the amounts paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill a copy of challan in proof of payment of P.F. contribution (employees & employers) along with copy of Electronic Challan cum Return (ECR), Copy of Confirmation Slip and Copy of Acknowledgement slip relating to the dues and employment of personnel deployed by him.
- f) The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc., arising out of disputes relation to the dues and employment of personnel deployed by him.

In addition to above the contractor should also adhere to the other applicable labour/other enactment and as amended from time to time .Further, the personnel deployed in the Company's premises as well as in the Port by the Contractor shall be fully qualified in all respects to carry out the activities for which he/ she has been deployed.

The contractor shall equip the personnel deployed by him in the Company's premises as well as in Port by virtue of this contract with all the necessary implements and safety equipment.

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

16. Penalty Due to Non-Performance

Contractor's supervisor/staff/workmen should be present at the time of Customs Appraisalment for import/export cargo and for other operations and should undertake the job strictly as per instruction.

Any failure on contractor's part, if it warrants & Company require to arrange workmen from other source to get the work done on "risk & cost" of contractors, the additional amount, if any incurred by Company on this account will be recovered from the contractor's bill along with claim for detention/delay, if any, imposed by the customer.

17. Handling of Cargo

The cargo/containers should be handled with maximum care and the contractor would be held responsible for any damage/breakage of cargo/strapping/loosening of bundles etc. The cost incurred/claim settled or to be settled on this account, if any thereof will be recovered from the bills of contractor.

18. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor/successful bidder.

19. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings, damages, cost & charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

20. Termination

The contract can be terminated by either party by giving 3 months clear 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:

Non Performance or Delay 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, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

22. Arbitration

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

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both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

DECLARATION

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

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / LPP/Private Limited Co., or Public Limited Co.	
6	Trade Licence/ 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	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

PRICE BID
PRICE SCHEDULE – I

SL.NO.	Description of Job	Qty	Unit	Rate(Rs.)	Amount(Rs.)
1	Coopering [Opening, loosing, cutting, breaking etc.] Cartons, Small/Large bag/bags, De-palletize of Cartoons/Bags, Removal of Polythene Cover/Sheets, Strapping with iron/Nylon band, Sealing with Cello tape and any other allied jobs.				
i	Cooperage as per item -1 above for 5% to 10% Appraisalment of the Cargo in the container	14000	TEU		
ii	Cooperage as per item -1 above for 50% to 100% Appraisalment of the Cargo in the container	2	TEU		
iii	Cooperage as per item -1 above for 5% to 10% Appraisalment of the Cargo in the container	6000	FEU		
iv	Cooperage as per item -1 above for 50% to 100% Appraisalment of the Cargo in the container	150	FEU		
2	Drum Lid opening, Cutting, Closing, drawing samples, De-palletize of Drums, Chocking Dismantling and any other allied jobs.				
v	Drum related above job as per item -2 for 5% to 10% Appraisalment of the Cargo in the container	1300	TEU		
vi	Drum related above job as per item -2 for 50% to 100% Appraisalment of the Cargo in the container	10	TEU		
vii	Drum related above job as per item -2 for 5% to 10% Appraisalment of the Cargo in the container	400	FEU		
viii	Drum related above job as per item -2 for 50% to 100% Appraisalment of the Cargo in the container	2	FEU		
3	Cotton Bales Cutting, Paper/Cloth/Rubber Roll Cutting, Rubber Cube Cutting and sealing with Cellotape, Repacking and other allied jobs.				
ix	Job to execute as per item-3 above for 5% to 10% Appraisalment of the Cargo in the container	1200	TEU		
x	Job to execute as per item-3 above for 50% to 100% Appraisalment of the Cargo in the container	2	TEU		
xi	Job to execute as per item-3 above for 5% to 10% Appraisalment of the Cargo in the container	300	FEU		
xii	Job to execute as per item-3 above for 50% to 100% Appraisalment of the Cargo in the container.	2	FEU		

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SL.NO.	Description of Job	Qty	Unit	Rate(Rs.)	Amount(Rs.)
4	Steel band/Rope Lashing Cutting, Opening of Wooden Box/Crates [upto 4 ft] and bring back the same into original condition.				
xiii	Job to execute as per item-4 above for 5% to 10% Appraisalment of the Cargo in the container	2000	TEU		
xiv	Job to execute as per item-4 above for 50% to 100% Appraisalment of the Cargo in the container	2	TEU		
xv	Job to execute as per item-4 above for 5% to 10% Appraisalment of the Cargo in the container	100	FEU		
xvi	Job to execute as per item-4 above for 50% to 100% Appraisalment of the Cargo in the container.	2	FEU		
5	Steel band/Rope Lashing Cutting, Opening of Wooden Box/Crates [beyond 4 ft] and bring back the same into original condition.				
xvii	Job to execute as per item-5 above for 5% to 10% Appraisalment of the Cargo in the container	2	TEU		
xviii	Job to execute as per item-5 above for 50% to 100% Appraisalment of the Cargo in the container	2	TEU		
xix	Job to execute as per item-5 above for 5% to 10% Appraisalment of the Cargo in the container	2	FEU		
xx	Job to execute as per item-5 above for 50% to 100% Appraisalment of the Cargo in the container.	2	FEU		
6	Removal of tarpaulin cover and refixing the same in top opened Containers.	30	TEU		
7	Removal of tarpaulin cover and refixing the same in top opened Containers.	30	FEU		
8	Lashing or Fixing of Heavy Machinery or ODC or OWC cargo with turn buckle, 'U' Clip etc.	4	TEU		
9	Lashing or Fixing of Heavy Machinery or ODC or OWC cargo with turn buckle, 'U' Clip etc.	4	FEU		
10	Lashing or Fixing of Light machine or equipment [including cars]	10	TEU		
11	Lashing or Fixing of Light machine or equipment [including cars]	10	FEU		

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12	Chocking/Dunnaging & packing of Container stuffed with Aluminium or Sow Ingots using good quality hard wood of size 3 Pcs – 8 Ft. long and 5 Pcs – 4 ft. long.	2400	TEU		
13	Chocking/Dunnaging & packing of Container stuffed with Aluminium or Sow Ingots using good quality hard wood of size 3 Pcs – 8 Ft. long and 5 Pcs – 4 ft. long.	50	FEU		
14	Special Lashing & Dunnaging of Rolled products/Sheets with iron/steel wire ropes inserted in rubber tubes, turn buckles, U-Clips etc and wooden block/pieces.	2	TEU		
15	Special Lashing & Dunnaging of Rolled products/Sheets with iron/steel wire ropes inserted in rubber tubes, turn buckles, U-Clips etc and wooden block/pieces.	2	FEU		
16	Wooden base for iron/aluminum Billets in 5 to 6 layers and choking there after.	2	TEU		
17	Wooden base for iron/aluminum Billets in 5 to 6 layers and choking there after.	2	FEU		
18	Chocking of Containers with wooden piece or lashing including nails and labour	200	TEU		
19	Chocking of Containers with wooden piece or lashing including nails and labour	120	FEU		

PRICE SCHEDULE – II

Sl.	Job Description	Qty	Unit	Rate (₹)	Amount(₹)
01.	Cutting of steel sheets/coil	100	Pieces		
02.	Opening of Cartoon	2400	Each		
03	Opening of Small Bag	24	Per Bag		
04	Opening of Large Bag	40	Per bag		
05	Dismantling of pallets	1000	Per Pallet		
06	Binding with Iron Band	850	Per Binding		
07	Binding with Nylon Band	1100	Per Binding		
08	Sealing of bag/Carton with Cellotape	2400	Each		
09	Cutting of Steel wire/steel bends	450	Each		
10	Drum Lid opening/closing	150	Per Drum		
11	Chocking Dismantling in Container	50	Per Container		
12	Cotton Bales Cutting/Paper, clothes. sheets, roll cutting/ Rubber cube cutting	40	Per Bale		
13	Opening & Repacking of cases/wooden box upto 4 ft	2000	Per Case		
14	Opening & Repacking of cases/wooden box 5 ft to 9 ft	1500	Per Box		
15	Opening & Repacking of cases/wooden box 10 ft to 19 ft	160	Per Box		
16	Opening & Repacking of cases/wooden box 20 ft and above	40	Per Box		
17	Making new Wooden Box/Crates with new wood/ply woods etc.	100	Per CFT		
18	Repairing of wooden Box/Crates etc	100	Per CFT		
19	Seal Cutting	36000	Per Container		
20	Wrapping charges per pallet	150	Per Pallet		

PRICE SCHEDULE – III

Lashing, chocking of Super ODC export cargo with dunnaging material

Sl.	Job Description	Qty	Unit	Rate (₹)	Amount(₹)
1.	Iron steel wire rope				
(i)	For 10 MT 20 ft. cargo	10	TEU		
(ii)	For 10 MT 40 ft. cargo	20	FEU		
(iii)	For 20 MT 20 ft. cargo	10	TEU		
(iv)	For 20 MT 40 ft. cargo	15	FEU		
(v)	For 30 MT 20ft. Cargo	5	TEU		
(vi)	For 30 MT. 40 ft. cargo	30	FEU		
2.	Nylon belt lashing				
(i)	For 10 MT 20 ft. cargo	10	TEU		
(ii)	For 10 MT 40 ft. cargo	10	FEU		
(iii)	For 20 MT 20 ft. cargo	10	TEU		
(iv)	For 20 MT 40 ft. cargo	15	FEU		
(v)	For 30 MT 20ft. Cargo	5	TEU		
(vi)	For 30 MT. 40 ft. cargo	20	FEU		