



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

Phone No 2724 0466 /2724 2988, Fax No. 2724 2943

E-mail: [koli.ka@balmerlawrie.com]

CIN-LI5492WB1924GOI004835

e- TENDER NO: BL/CFS/MUM/638

TECHNICAL / COMMERCIAL BID

Tender Document for

*[Engagement of Handling Contractor
at our CFS Dronagiri, Navi Mumbai]*

DUE DATE & TIME: [14/02/2019 at 3.00 pm]

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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 Engagement **of Handling contractor at our CFS at Dronagiri, Navi Mumbai**

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	Engagement of Handling Contractor at our CFS Dronagiri, Navi Mumbai
2	Tender No	BL/CFS/MUM/638
3	Validity Of Offer	120 days from the last date for submission of tender.
4	Contract Period	Two years
5	Tender Fee	Nil
6	EMD	Rs. 500000/-
7	Downloading / Submission of Tender :	
	a. Starts on	25/01/2019 at 3.00 PM
	b. Closes on	14/02/2019 at 3.00 pm
8	Opening of Tenders	14/02/2019 at 3.30 pm

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. :

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- 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 two 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 as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- 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.
- 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.
- 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 BlackListed, 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 Rs.[5,00,000/- (Rupees Five Lakhs only)] by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai]. EMD can be submitted by way of Bank Guarantee in prescribed format of the company . Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. However, submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **SCT/ST Category having MSMED/NSIC certificates should specifically mention. 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/documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : blsupport[at]c1india[dot]com			
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	

1.2 Digital Certificate authentication

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

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

2. Special Note

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

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.
- 3.5 **Bidder has to take print out of the price bid schedule, fill the relevant details and upload the same in PDF Format after putting their stamp and sign.**

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:

1. The broad responsibility areas of the Contractor will inter alia be as under:

- a. Unload Export bound cargo using material handling equipment and/or manual labourers from road vehicle and arrange to stack the same at the nominated place for stuffing inside the Container strictly as per instruction of Company's representative.
- b. Give delivery of imported cargo using material handling equipment and/or manual labourers either from the warehouse or directly from the Containers and load on to the road vehicles provided by the customers strictly as per directive of Company's representative.
- c. Undertake loading/unloading of import/export cargo as well as stuffing/destuffing of said cargo into/from Containers by using material handling equipment and/or manual labourers. In the case of vehicle stuffing, Drivers would need to be made available at no additional cost.
- d. Ensure that all cargo/packages are handled carefully. They should also ensure that the shop floor and 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.

- e. 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.
- f. Internal shifting of cargo from one point in warehouse to another or between two warehouses shall be arranged by the contractor at no cost. This shall be done strictly as per directive of Company's representative.
- g. Loading/unloading/ shifting/ stuffing/ destuffing of hazardous cargo shall be done without any hesitation strictly as per directive of Company's representative at no additional cost.
- h. Handling of cargo in a manner as required by the Custom authority.
- i. Seal cutting and locking of containers as and when required.
- j. Rendering necessary assistance for periodic checking of Inventory [By means of handling equipment or manually] both in shed and in open yard in presence of Balmer Lawrie officials at no extra cost.
- k. Ensure that container which has damaged/tampered seal or whose contents appear to be damaged / pilfered shall be handled by following the procedure prescribed by Customs/other concerned authorities/Company Officials.
- l. Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
- m. Ensure adherence to all safety norms.
- n. Any damage/s caused to cargo or BL property by the contractor's handling equipments shall be the responsibility of the contractor and all claims arising thereof shall be borne by the contractor.
- o. Bidder must be capable of deploying adequate manpower and allied materials handling equipments for carrying out proper and smooth handling operations as per requirement

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.

LASHING & CHOKING

(A) Lashing/Fixing of –

- (a) Heavy Machinery/Over Dimension Cargo/Over Weight Cargo with turn buckle, 'U' Bulldog clips etc.
- (b) Light Machine/Equipment/Vehicle

- I. Lashing with Polyester belt / Wire rope for Cargo in any shapes / For heavy machineries and for over dimensional cargo with turn buckle / U clips / D shackles which can secure maximum strength to the goods.
- II. The turn buckle should be made of high quality mild steel in terms of tensile strength ensuring high performance , functionality and reliability
- III. D shackles with captive pin should be of standard sizes as per requirement and heavy duty to ensure the smooth and safe movement of Cargo.
- IV. The "U" Bulldog clips should be SS forged non magnetic for wire clamps, Worm drive type and Heavy duty strip type clamps.

B) Chocking/Dunnaging & Packing of Containers stuffed various types of cargo.

- a) Choking with heavy wooden blocks , logs, Dimras, wooden stopper of different size and weights to give support to the base of the goods and to ensure clutching of cargos to the surface which cannot be detached while transporting and in way transit and which will assist in reducing and nullifying the damage to equipment or material in the container.
- b) The Choke wooden stopper, dimras, logs provided should be of high quality and international standard.

2. Deployment Of Equipments

The Contractor will be required to deploy adequate number of equipments, viz, minimum 30 nos. wheel barrows and minimum of 10 nos. forklifts of 3 MTs capacity each so that the customers are provided prompt services. In the event of the Company determining that the equipments are less, the contractor will be required to deploy additional equipments as directed by the company without any additional cost. The crane(s) shall be mobilized at our CFS premises as per Company's requirement.

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

It will be the contractor's responsibility to ensure proper maintenance of the equipments. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as drivers wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

3. 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.

It may be noted that the present contractor has deployed 58 labourers on regular basis and additionally 67 Mathadi Labour. The successful contractor will have to Suitably factor in/reckon this fact and quote accordingly after thorough home work of the nature of work/method of working etc.

The contractor will have to provide services round the clock (24 hours x 7 days)

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

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **[5,00,000/-]** Either by way of DD in favor of Balmer Lawrie & Co Ltd. or Bank Guarantee having validity till 31.05.2019 .
- b) Bidder should have Experience in Handling Operations work at a CFS for a minimum period of **[5 years as on 31.03.2018]. Work order copies and experience certificate is to be submitted.**
- c) Bidder Should have minimum Average Financial Turnover of **[Rs.3.00 crores per year during the last 3 financial years as on 31.03.2018]**
- d) The bidder should furnish Bankers Solvency Certificate in original not more than 6 month old for minimum Rs 80.00 Lakhs.
- e) Bidder should have PF/ESI /GST registration (copies to be attached.)
- f) The bidder should not have been black listed in any of the PSU 's or Private organizations and a self-declaration to this affect would need to be provided on contractors letter head. The company may verify such declaration 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.
- g) Bidder should submit copy of valid Labour License issued by Statutory Authorities .If validity of Labour License is expired as on date of submission of bid, bidder should submit valid labour license within 45 days from the date of issue of WO /LOI. (Undertaking for this is to be submitted)

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

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 of monthly import delivery / export stuffed volume of 1200 TEUs (volume will be apportioned in the ratio of 85% & 15% between Import & Export respectively for calculation Purpose only) by the bidder. In other words L1 status will be determined based on item number (A.1 & A.2) of price bid (Annexure B) considering 85% volume of Import & 15% volume for export and item number A.3 to A.8, B.1 to B.5, C & D is only for rate purpose and not for determining L1 status.

Similarly, payment would also be affected to L1 bidder basis rates quoted against the slabs mentioned in item number A.1 to A.4. For example, if the monthly volume is 1300 TEUs, the amount that will be paid would be as under:

- a) The rate quoted in the first slab i.e. for 1000 TEUs multiplied by 1000 TEUs plus
- b) The rate quoted in the second slab i.e. for 1001 to 1200 TEUs multiplied by 200 TEUs plus
- c) The per TEU rate quoted in the third slab i.e for 1201 to 1400 TEUs multiplied by 100 TEUs

Total amount payable: a+b+c

Note – in case of any doubts / queries on above, the bidder please may contact Mr. Rajesh Raghavan (Chief Manager - CFS) on mobile no +91 9768143660

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 cost till the validity of the contract period.

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

7. Notification Of Award

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

8. Contract Period

The contract will be for a period of **[24 months effective from the place of LOI/ WO]** or such date as may be mutually agreed.

9. Performance Guarantee

Performance Guarantee for **[Rs.20.00 lakhs]** has to be submitted in the form of a 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 30 (thirty) months from the date of commencement of contract. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of the company. This performance guarantee will not bear any interest.

10. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit, (If the same is provided by way of Bank guarantee the period of the same should be extended till completion of the contract period. The EMD of unsuccessful bidder will be returned after finalization of the contract.

11. Volume

No definite volume of work is guaranteed during the period of the contract. However, Our CFS handled about 14690 TEUs of Destuffed Import Containers / Export Containers during the last financial year (2017-18) and about 9247 TEU's from April 18 till Nov.' 18. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

No assurance is given about any item of work at any time during validity of the contract. The nature of work will be subject to variation depending on the requirements. Any variation/ addition/deletion in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

12. Payment Terms

Payment will be made on monthly cycle basis in the following month within 5 (Five) working days of submission of bills duly certified by company officials with all relevant supporting documents. The bill should be submitted along with necessary statutory documents such as Provident Fund remittance Challans , ESI challans without which payment will not be released.

13. Sub-letting of Work

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

14. 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.

15. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

16. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

17.ESI/PF/Other Statutory obligations:

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the Contractor shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by the Contractor at the Company's premises.

The personnel deployed in the Company's premises 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 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, PPF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them. 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

18..Manpower :

The Contractor should ensure that the Guards/Supervisors/Officers 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 employee engaged by the Contractor are his own employee and not employees of the Company. Contractors employees should not ask any salary or job or any favour from BL. The Contractor will be responsible to comply with the provisions of various labour legislations including all

rules and regulations of different Labour Boards. BL will not responsible for any IR related issues with the contractors personnel.

19. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

20.. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

21. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

22..The contractor shall undertake to comply with all statutory regulations, like **Employees State Insurance Act, Employee Provident Fund and Miscellaneous Act, Payment of Bonus Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc** or any other act which are applicable for employment of his workmen. Any expenses arising owing to violation of the above statutory obligation shall be borne by the contractor.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS/MUM/638 dated 25/01/2019 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

Annexure - B

Price Bid

Sr No	NUMBER OF TEUs (SLABS)	Unit	Rate
A	HANDLING OF CARGO		
A.1	Rate for Minimum Guaranteed Volume upto 1000 TEUs per month of Import De Stuffed and Export Containers. Volume to be considered for Import Cycle on Delivery Basis and Export Cycle on Stuffing Basis.	In TEU'S	Import Rs..... Per TEU Export Rs..... Per TEU
A.2	Rate for Actual Volume between 1001 upto 1200 TEUs per month of Destuffed and Export Containers. Volume to be considered for Import Cycle on Delivery Basis and Export Cycle on Stuffing Basis.	In TEU's	Import Rs..... Per TEU Export Rs..... Per TEU
A.3	Rate for Actual Volume between 1201 upto 1400 TEUs per month of Destuffed and Export Containers. Volume to be considered for Import Cycle on Delivery Basis and Export Cycle on Stuffing Basis.	In TEU's	Import Rs..... Per TEU Export Rs..... Per TEU
A.4	Rate for Actual Volume 1401 and above TEUs per month of De Stuffed and Export Containers. Volume to be considered for Import Cycle on Delivery Basis and Export Cycle on Stuffing Basis.	In TEU's	Import Rs..... Per TEU Export Rs..... Per TEU
A.5	Rate for de stuffing from the Container and Re stuffing. (De stuffing from the container and stacking in the yard for Customs Examination and Re stuffing)	In MT	Upto 25 PERCENT Rs.....Per MT From 26 PERCENT to 50 PERCENT Rs..... Per MT 51 PERCENT and above Rs..... Per MT
A.6	Stuffing of Cargo into the container - More than 15 MT per TEU Stuffing of Cargo into the container from	in MT	Rs.....per MT

	warehouse/openyard weighing more than 15 MT per TEU. Rate will be applicable for cargo weight beyond 15 MT on per MT Basis. Amount payable under this item will be in addition to per TEU Stuffing rate covering upto 15 MT of cargo as at SI No.5 above		
A.7	Rate for Loading of Cargo from Warehouse OR Open yard (Loading of cargo from the warehouse OR open Yard into the truck for LCL OR De bonded cargo)	In MT	Rs.....per MT
A.8	Rate for Unloading of cargo from the party's truck and stacking (Unloading of cargo from the party's truck and stacking in the warehouse OR open yard) - Carting	In MT	Rs.....per MT
B	LASHING & CHOCKING OF CONTAINERIZED CARGO		
B.1	Standard Lashing of Cargo with Nylon Belt (50 mtr unstretched) using turn buckles OR U Clips	20 FEET 40 FEET	Rs..... per 20 FEET Container Rs..... per 40 FEET Container
B.2	Standard Lashing of Cargo with Wire Rope (maximum 50 mtr using necessary fittings)	20 FEET 40 FEET	Rs..... per 20 FEET Container Rs..... per 40 FEET Container
B.3	Charges of Extra Fittings for Lashing Nylon Belt beyond 50 Mtr Wire Rope beyond 50 Mtr Extra Turn Buckle Extra U Clip	Nos Nos Nos Nos	Rs..... Rs..... Rs..... Rs.....
B.4	Chocking Charges using Wooden Logs OR Dimras OR Stoppers Rate for 20 FEET Container Rate for 40 FEET Container	20 FEET 40 FEET	Rs..... per 20 FEET Container Rs..... per 40 FEET Container
B.5	Charges of Extra Items for Choking Dimra Wooden Logs Wooden Stopper	Nos Nos Nos	Rs..... Rs..... Rs.....
C	HIRING OF 40 MT CRANE ON MONTHLY HIRE BASIS		
C.1	HIRING OF 40 MT CRANE FOR 16 HOUR SHIFT Hiring of 40 MT Crane for 26 working days in a month	Each Per Month	Rs.....

	excluding Sundays OR Holidays as per requirement of our CFS		
C.2	Additional Hourly charges beyond 16 hours shift in the event of work load. (Per Hour rate for crane working beyond 16 hours)	Rate Per Hour	Rs.....
D	Supervision Charges For Regular Supervision of Handling operations at the yard	Lumpsum	
E	GST @ ---- %%	

ATTACHMENT - I

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To
Balmer Lawrie & Co. Ltd.
SBU- Logistics
21, Netaji Subhas Road
Kolkata – 700 001

Whereas (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the (purpose) (hereinafter called “the Bid”) against Tender reference No. dated M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees only) (hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, (Name of the Bank) having our office at(address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we,(name of the Bank) of(address of the Bank) having our office, inter alia, at (hereinafter called “the Bank”) are bound unto BALMER LAWRIE & CO. LTD.....(address) (hereinafter called “the Purchaser”) in the sum of Rs. (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this day of

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
- a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only)
- ii) This Bank Guarantee shall be valid upto
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (Last date of validity)

We, (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of 2016 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

ATTACHMENT - II

BANK GUARANTEE AGAINST PERFORMANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the day of

THE GUARANTEE is executed at Kolkata on the day of by
.....(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which
expression shall unless expressly executed or repugnant to the context or meaning thereof mean and
include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), an existing company
within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas
Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being No.
dated (hereinafter referred to as "the said Tender") for (set out purpose of the job) and
pursuant thereto Messrs/ Mr. (set out full name and address of the
Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the
context so requires shall mean and include the partner or partners of the
Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete
which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance
thereof an Order being No..... dated (hereinafter referred to as "the said
Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at
their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees
..... only) as performance guarantee for the fulfilment of the terms and
conditions of the said Tender and to do execute and perform the obligations of the Contractor under the
Agreement dated the day of (hereinafter referred to as "the
Agreement ") entered into by and between the Company of the one part and the Contractor of the other

part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the day of entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.
6. We (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,

.....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we,(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the day of granted to him by the Bank.

Place :

Date :