



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]

e- TENDER NO: BL/CFS/MUM/600
TECHNICAL / COMMERCIAL BID

Tender Document for

*[Hiring of Reach stackers for our CFS at Dronagiri,
Navi Mumbai – 3 nos.]*

DUE DATE & TIME: [21/06/2018 at 5.00 pm]

INDEX

S NO	PARTICULARS	PAGE NO
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	6
5	General Terms and conditions	7
6	Declaration accepting terms & conditions by bidder	17
7	Particulars of the organization	18
8	Equipment details	19
9	Price Bid	22

NOTICE INVITING E-TENDER

On line bids(two bid system) are invited from the reputed and experienced Vendors who own reach stackers and fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” for undertaking the subject contract for **[Hiring of Reach stackers for our CFS at Dronagiri, Navi Mumbai -3 nos]** The contractor should be capable of mobilizing required number of Reach stackers having minimum capacity of 45 MT each for handling of containers both loaded and empty at our CFS yard .

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

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

S No	Description	Details
1	Name of Work	Hiring of reach stackers for CFS at Dronagiri ,Navi Mumbai -3 nos
2	Tender No	BL/CFS/MUM/600
3	No of Reach Stackers required	3 nos.
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	One year
5	Tender Fee	Rs 5000/-
6	EMD	Rs 1,00,000/- [per reach stacker offered]
7	Downloading / Submission of Tender :	
	a. Starts on	31/05/2018 3.00 pm
	b. Closes on	21/06/2018 5.00 pm
8	Opening of Tenders	21/06/2018 5.30 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 :

- a. 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
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company /certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer s company for last 3 years
- f. Certificate from bankers about financial soundness **[Scanned Sealed Envelope to be uploaded hard copy to be submitted to our office]**
- g. Experience/Credential Certificate
- h. MSME / NSIC Certificate if applicable
- i. SC / ST self declaration in case of MSME/ NSIC

In the case of bulky/voluminous documents hard copies of the same should be submitted at our office

2 VERIFICATION OF DOCUMENTS

- a Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents scanned copies of which have been submitted with the e-tender towards their qualification
- b Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication
- c Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie
- d Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final
- e Any party submitting the false or forged documents may be Black Listed EMD could be forfeited work could be cancelled criminal prosecution or any other action as deemed fit may be initiated
- f Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to pay a Tender Fee of Rs [5 000/- (Rupees Five Thousand only)] and submit an interest free EMD of Rs [1 00 000/- (Rupees one Lakhs only)] [per reach stacker] by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank payable at [Mumbai/Navi Mumbai] Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. MSME/NSIC Certificate Holders are exempted from submitting tender fee and EMD. **MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012. EMD amount will also be accepted in the form of Bank Guarantee in the prescribed format of the company.**

The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM**

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

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>

You 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 you call helpdesk This will help them serve you better		
Contact Nos and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	tuhin_ghosh@c1india.com	+91-8981165071
Ravi Gaiwal	ravi_gaiwal@c1india.com	022-66865633
Ujjal Mitra	ujjal_mitra@c1india.com	+918986678058
Ritabrata Chakraborty	ritabrata_chakraborty@c1india.com	+91-8697910411

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 & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

- 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. Only at the time of inviting offers, there will be a paper advertisement. There will no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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

The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. M/s C1 India or Balmer Lawrie will not be responsible for incomplete bid submission by users. Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (M/s C1 India) is responsible for any failure or non-submission of bids due to failure of internet or other connectivity problems or reasons thereof.

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 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

_For price Bid submission, the bidders are required to take the print out of price bid, fill the relevant details & upload the same in PDF format after signing & stamping

DETAILS OF OUR REQUIREMENTS

- [01] Lifting Capacity** 45 MT (The equipment should be capable of lifting a loaded container upto 4-High with clearance of minimum 2 feet from its resting at 3 high level)
- [02] Stacking** 4 High [Ground + 3 High]
- [03] Numbers and schedule of deployment**
- [a] 3 Reach Stackers from 1st August 2018**
[b] One more additional reach stacker ,if required, to be provided within 60 days from the indent received from the company
- Note : Requirement quantity of reach stackers with schedule given above is only indicative and company does not give any guarantee for the same**
- [04] Condition of equipments** The offered equipments should be in good working condition The equipments offered must have been **manufactured in or after 2016** The equipments will be inspected and trial test runs will be carried out for which all facilities shall be provided by tenderer
- [05] Operator** To be provided by the Owner

- [06] All running costs** To be borne by the owner
[including Fuel Lubricants etc]
- [07] Normal operating hours** All equipments would be made available to operate 16 hours a day
26 days a month
- [08] Maintenance** To be borne by the Contractor In case of breakdown beyond one
hour alternate arrangement has to be made by the owner in case of
job requirement at his own cost and risk Proportionate deduction
would be made for breakdowns beyond one hour if no alternate
Reach Stacker is arranged In the event the contractor is not able to
provide a alternate reach stacker the company would arrange for the
same and the necessary hiring charges would be recovered from
contractors account
- [09] Positioning** The equipment should be positioned at our CFS premises located at
Dronagiri CFS
- [10] Operation Requirement** Bidder must be capable of deploying adequate manpower and allied
handling materials_/ spares for carrying out proper and smooth reach
stacker operations in the CFS as per requirement
- [11] Certification** The fitness of the equipments should be certified by a competent
authority clearly specifying the residual life of the equipment for
safe/secure operations

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.

Requirement

[a] 3 Reach Stackers from 1st August 2018

[b] One more additional reach stacker, if required, to be provided within 60 days from the indent received from the company.

Detailed Scope of work:

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

- a. Loading/Off-loading/Shifting of Loaded/Empty 20 ft/40 ft/45 ft containers of all types as per the instruction of Company's representative
- b. Provide necessary arrangements like slings, manpower, etc for loading/off-loading of Over Dimension cargo (ODC) containers
- c. Ensure that all containers are handled carefully and no damage is caused to the containers as well as to the material/property of the Company and its customers
- d. Rendering necessary assistance for house-keeping of containers inside the yard as per the instructions of Balmer Lawrie officials at no extra cost
- e. Ensure adherence to all safety norms
- f. To deal effectively with all local issues / unions

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

2. Deployment Of Equipments

The Contractor will be required to deploy Reach-Stackers of standard brands operating in Nhava Sheva area for last five years.

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. The contractor should provide periodic fitness certificates for all reach stackers and slings failing which the same cannot be put to use for operations

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 (who should have valid driving license) / helper's wages fuel lubricants maintenance etc shall be borne by the Contractor

3. Deployment Of Manpower & Working Hours

The Contractor should provide all safety equipments (including reflective jackets safety shoes etc) required by all their workmen (drivers/helpers/maintenance staff) for discharging their work. In the event, the contractor fails to provide the safety equipments, the same will be provided by the company and all dues incurred in this regard would be recovered from the contractor dues. 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 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

1. Payment of Tender Fees of Rs **5000/- (BY DD/PO)**
2. Payment of Interest Free EMD of Rs **100000 /- per reach stacker (BY DD or PO or Bank Guarantee in prescribed format of the company)**
3. Offered Reach Stacker should be of well known brands operating at Nhava Sheva area and manufactured in or after 2016
4. Number of Reach Stackers RSTs owned by the bidder enclose in brief the technical details of each equipment alongwith certificate from licensed organization of its load lifting capacity in different situations as prescribed in **Annexure B** of this Tender and documentary proof of ownership. All the reach Stackers should be owned by the bidder and submitted RC copies should be in the name of the bidder only.
5. Experience in operating Reach Stackers at any CFS for a minimum period of **3 years as on 31st March 2017 Upload experience certificates of clients**
6. Should have minimum average turnover of **Rs 2 crore** per year during the last 3 financial years ending on 31st March 2017. **Copy of Certificate of Chartered Accountant Or Audited P and L Account OR Balance Sheet copies to be enclosed**
7. The bid should be for of 3 Reach Stackers of 45 MT Capacity
8. The bidder should not have been black listed in any of the PSUs or private organizations and a self-certification to this affect would need to provided on contractor s letter head If this turns out to be

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

false on verification by BL the contract may be terminated the bidder may be blacklisted permanently for all future jobs for the entire company

9. The bidder should furnish Bankers Solvency Certificate not more than 6 month old for minimum Rs 60 Laks

10. Bidder should have PF / ESI Registration

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 / Evaluation of offers

4.1 The rate is to be quoted in the prescribed format [as specified in Annexure C] on monthly rental basis for the equipment to be stationed at Company s premises at Dronagiri Navi Mumbai for use by the Company on exclusive basis for 16 hours a day 26 days in a month

4.2 Rates for additional working beyond stipulated time/days should be quoted separately in the prescribed format

4.2 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

4.3 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage

4.4 Balmer Lawrie would like to place order for hiring of reach-stacker s as mentioned in the Price bid to a single contractor

4.5 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

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

4.6 Incomplete tenders conditional tenders tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected

4.7 Evaluation of Tender will be done in totality of 4 Reach stackers taking rates of 16 hours a day and 26 days in month only

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 till the validity of the contract period subject to Escalation / De-escalation clause as highlighted in point no 7

6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening of the price Bid

7. Escalation / De-escalation

In case of any upward/downward revision in the price of diesel during the contract/extended period the escalation/de-escalation will be calculated as follows:

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

A= Per month rate as per contract

B= Ruling price of diesel applicable at Dronagiari Mumbai as on date of tender

C= Revised price of diesel at Dronagiri Navi Mumbai as on the last date of the month

The escalated/de-escalated rate would be applicable from the 1st of the month following the month in which the diesel price revision takes place

8. Breakdown and Maintenance

It will be contractor s sole responsibility to ensure proper maintenance of the equipments being offered All expenses on this account will be borne by contractor In case of breakdown of any equipment for a time exceeding 1 hour in case of work exigency it will be contractor s responsibility to make alternate arrangement at his own cost and risk A Maintenance gang should be stationed at the CFS for this purpose For break down beyond one hour and where alternate Reach Stacker has not been arranged proportionate deduction would be made from the monthly hire charges

9. 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)

10. Contract Period

The contract for each RST individually will be for **one year effective from 01.08.2018**. On satisfactory performance during the initial contract period of **[12months]** the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions

11. Performance Guarantee

Performance Guarantee for **[Rs 2. 00 lakhs] per reach stacker** 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 18 (eighteen) months from the date of commencement of contract. In the event of extension of contract for a further period 1(one) year after initial contract period of one years, the Performance Bank Guarantee will be required to be extended for another 18 (eighteen) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of the company. This performance guarantee will not bear any interest

12. Security Deposit / EMD

A non-interest bearing Security Deposit of **Rs 1 . 00 lakhs [Rs one lakhs]** per reach stacker in addition to the Performance Guarantee will be required to be deposited with the Company by the successful bidder within 10 days of getting work order from the Company. EMD of successful bidder(s) can be adjusted against Security deposit which will be refunded only after satisfactory completion of contract. EMDs of unsuccessful bidders will be refunded only after finalization of the tender

13 Payment Terms

Payment will be made on monthly cycle basis in the following month within 10 (Ten) working days of submission of bills duly certified by company officials with all relevant supporting documents subject to statutory deduction. Vendor also required to furnish relevant proof of deposit of PF

14 WORK RESPONSIBILITY

Loading/Unloading/Shifting of loaded/empty 20 /40 /45 containers of all types including provision of making necessary arrangements for loading/off-loading ODC s / OOG s as well. If the equipment at any time is found capable of handling only 20 containers and not of 40 / 45 it would be treated as breakdown. However if its services are used at sole discretion of the Company during this situation for 20 containers the eligibility for payment will stand

15 PENALTY DUE TO NON-PERFORMANCE

Any delay in executing handling job due to fault of the contractor may give rise to demurrage/detention claims on the company and may warrant Company to arrange another Reach Stacker from outside which will be at Contractor s Risk & Cost and the additional amount incurred by the Company thereon shall be recovered from the contractor s bills

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

For any damage to cargo container property or life due to mishandling/malfunctioning of the equipment the contractor will be responsible to make good the losses as assessed by the surveyor/shipping lines/any competent authority

16 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

17 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

18 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

For Container identification management we have implemented RFID system and each Reach Stacker will be fitted with electronic gadgets i.e RFID Reader+GPS Indication Panel connected by various wires etc The contractor shall be fully responsible for safety & security of the said costly equipments/gadgets and for any loss/damaged attributable to the fault of the contractor the cost of repair/replacement for the same will be debited to contractor's account

19 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

20 Termination

The contract can be terminated by either party by giving 3 (three) 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. The Company also reserves the right to decrease the number of Reach Stacker(s) taken on hire prior to expiry date of contract if the business scenario at the prevailing time so demands by giving 2 (two) clear months notice.

21 Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred to 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 both the parties. The award shall be a speaking award stating reasons 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.

23. PRE-BID MEETING : Pre-bid meeting will be held at our office premises located at our Container Freight Station at Plot no. 1, Sector-7, Dronagiri Node, Uran Navi Mumbai-400 706 at 11.00Am on 12/05/2018.

DECLARATION

Having examined the tender documents we have understood the terms & conditions indicated in the e-Tender No BL/CFS/MUM/600 DT.31.05.2018 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 uploaded	
11	GST Registration No	
12	Whether copy 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	

ANNEXURE – B

EQUIPMENT DETAILS TO BE FURNISHED BY BIDDER

Please use separate sheets for each equipment being offered. In case of new Reach stacker, mention clearly and attach a separate quote for the standby reach stacker till the date of positioning of brand new reach stacker.

FOR REACH STACKER-1

[01] Name of the Manufacturer :

[02] Month & Year of Manufacturing :

[03] Registration Number :

[04] Maximum stacking & lifting capacity: High_____ MT_____

[05] Lifting capacity :
Row Height
1st Row _____MT Ground _____MT
2nd Row _____MT Gr+1 _____MT
3rd Row _____MT Gr+2 _____MT
4th Row _____MT Gr+3 _____MT

[06] Other relevant information if any

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

FOR REACH STACKER-2

[01] Name of the Manufacturer :

[02] Month & Year of Manufacturing :

[03] Registration Number :

[04] Maximum stacking & lifting capacity: High_____ MT_____

[05] Lifting capacity :
Row Height
1st Row _____MT Ground _____MT
2nd Row _____MT Gr+1 _____MT
3rd Row _____MT Gr+2 _____MT
4th Row _____MT Gr+3 _____MT

[06] Other relevant information if any

Balmer Lawrie & Co Ltd Container Freight Station [Navi Mumbai]
e-Tender No : BL/CFS/MUM/600

FOR REACH STACKER-3

[01] Name of the Manufacturer :

[02] Month & Year of Manufacturing :

[03] Registration Number :

[04] Maximum stacking & lifting capacity: High_____ MT_____

[05] Lifting capacity :
Row Height
1st Row _____MT Ground _____MT
2nd Row _____MT Gr+1 _____MT
3rd Row _____MT Gr+2 _____MT
4th Row _____MT Gr+3 _____MT

[06] Other relevant information if any

ANNEXURE – C

PRICE BID FORMAT

HIRING CHARGES OF REACH STACKER (Each Reach Stacker)

A] For making available for normal operation a continuous period of 16 hours a day and 26 days in a month from the time advised by BL _____ Per month Rs _____

B] Additional charges for making available the Reach Stacker beyond The stipulated 16 hours on any day within 26 days operation Rs _____ Per hour

C] Additional charges for making available Reach Stacker for operation beyond 26 days in a month for 8 hours shift Rs _____ Per shift

D] Additional charges for making available Reach stacker for operation beyond 8 hours as referred under (C) Rs _____ Per hour

GST AS APPLICABLE @ _____%

NOTE:

1. Rates should be inclusive of all taxes & duties except GST which if applicable shall be noted against appropriate column
2. Rates noted shall be inclusive of all running costs maintenance operator etc
3. Rates quoted shall be valid for one years from the date of commencement of Contract/Work Order of Balmer Lawrie & Co Ltd

Place-----

Signature of Tenderer

Date-----

Name & Address