



BALMER LAWRIE & CO. LTD.

Container Freight Station, Kolkata
P-3/1, Transport Depot Road
Kolkata – 700 088
Ph.No.:24506811/24506818
Fax No.:2449-8355
Email No.: sett.a@balmerlawrie.com

TENDER DOCUMENT FOR
**TRANSPORTATION OF LOADED/
EMPTY CONTAINERS BETWEEN CFS & KDS**

E-TENDER REFERENCE NO. BL/CFS/KOL/Tpt-KDS/18-19

DUE DATE FOR SUBMISSION
12/10/ 2018 at 6.00PM

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[A Govt. of India Enterprise]
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NOTICE INVITING TENDER

M/S BALMER LAWRIE & CO. LTD. invite On-line bids under two bid systems from competent, experienced and reliable Vendor/Contractor / Agencies, who own fleet of Trailers & Trucks , fulfill the Eligibility Criteria noted in the General Terms & Conditions hereinafter and are capable of Transporting of Loaded/Empty Containers at our Container Freight Station – P-3/1, Transport Depot Road, Kolkata – 700 088 through our e-Procurement portal available at our web site www.balmerlawrie.com.

Balmer Lawrie & Co. Ltd., Container Freight Station, Kolkata [BL-CFS] have been authorized by the Commissioner of Customs, Kolkata for movement of Import & Export Containers between CFS,P-3/1 Transport Depot Road, Kolkata and Kolkata Dock System [KDS]

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	TRANSPORTATION OF LOADED/ EMPTY CONTAINERS BETWEEN CFS & KDS
2	Tender No	BL/CFS/KOL/Tpt-KDS/18-19
3	Validity Of Offer	120 days from the date of opening of the price bid.
4	Contract Period	3 Years
5	Tender Fee	₹ 5000/- (MSME/NSIC Reg. Vendors under Micro and small category are exempted). Tender fee is not applicable if NIT is downloaded from website.
6	EMD	₹ 4,00,000.00 (MSME/NSIC under Micro and small category Reg. Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	22/09/2018
	b. Closes on	12/10/2018 By 6PM
8	Opening of Tenders	On or after due date of submission.

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

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

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an Tender Fee of ₹ **5000/- (Rupees Five Thousand Only)** and interest free EMD of ₹ **4,00,000/- (Rupees Four Lacs only)**, by Demand Draft/Pay Order at our above address. , The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. However, MSME/NSIC vendors are being exempted from submission of Tender Cost & EMD subject to their submission & Uploading of relevant valid certificate for the same. **MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012. Tender fee is not applicable if downloaded from website.** The physical original instruments/drafts /MSME/NSIC certificate should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

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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.

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Unpriced [Techno-Commercial] Bids will be opened as per Tender Calendar. Bidders can view online this opening through e-proc portal on <http://balmerlawrie.eproc.in>. Bid cannot be submitted after due date and time.

Bids of any tenderer may be rejected if a conflict of interest is detected between the bidder & the company at any stage.

1. Procedure for e-Bid Submission

Online Two Bid tender is invited from our registered or Competent vendors for above mentioned job for Container Freight Station, P-3/1, Transport Depot Road, Kolkata-700088, through our e-Procurement portal available at our web site www.balmerlawrie.com.

The bidders shall submit their eligibility and qualification documents, financial bid etc. in the standard formats prescribed in the Tender documents, displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc. in support of their eligibility criteria in the e-Procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be send to our office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2. Registration on e-proc portal 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 www.balmerlawrie.com

3. 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.

HELP DESK of C1 India Pvt., Ltd

If you are having trouble accessing Balmer Lawrie e-Procurement portal, please contact our Help Desk Officers during business hours (10.00 am to 06.00 pm , from Monday to Friday)

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		

3. Submission of Hard Copies

Bidders are required to submit the original demand drafts towards EMD along with signed stamped copy of docs asked as qualification/shortlisting criterion along with unpriced part of the tender to the Tender Inviting Authority and other documents before due date and time of the Tender bid. The bidder shall invariably furnish the original DD and other documents to the tender inviting authority before opening of bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of hard copies submission to avoid any discrepancy.

4. Deactivation of Bidders

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

5. Tender Document

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if in doubt, from the Tender Inviting Authority. The bidder has to keep track of any changes by viewing the addendum/corrigendum's issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained as given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading,

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the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

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

7. Disclaimer Clauses

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

RIGHT OF ACCEPTANCE / REJECTION

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



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TECHNO COMMERCIAL FORM

1.0 COMPANY

1.1 Name of the Company

--

1.2 Status (Whether Government, PSU,
Private or Public Ltd)

--

1.3 Address with Tel. ,Fax, mail ID
Head Office

Phone [L]:	Mob:
Mail ID:	

Kolkata Office

Phone [L]:	Mob:
Mail ID:	

Branch Office, if any

Phone [L]:	Mob:
Mail ID:	

1.4 Statutory Certificate/Licence/Registration No. /Others(photocopy to be enclosed)

Trade Licence	
GST	
PAN	
ESIC	
PF	
MSME/NSIC	
In case MSME, if SC/ST	

1.5 Key persons of the organization

a. Name	
b. Designation	
c. Contact Tel. No.	

1.6 Are you approved Transporter by Indian Bank Association [IBA] If Yes furnish photocopy of the Certificate

--

1.7 List of important/major clients

--

1.8 Name and address of the Bankers (Bank's solvency certificate to be Enclosed)

--

1.9 Financial Background

--

Company's turnover in related business in last three Years (Balance Sheets to be enclosed)

Year	Turnover
2014-2015	
2015-2016	
2016-2017	

2.0 COMMERCIAL

2.1 Transportation

Please [✓]

(a)	Whether already operating within Kolkata/Haldia Port area for movement of container/cargo	YES	NO
(b)	Whether can take full responsibility for transportation of loaded Customs Sealed Container to & fro KoPT and CFS including safety and security	YES	NO
(c)	Whether can provide / facilitate special escort services, if required	YES	NO

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(d)	Are you agreeable to open a field office inside CFS (unfurnished office space will be provided inside premises)	YES	NO
(e)	Are you agreeable to provide exclusive Liason Officer, Field staff to co-ordinate movement of containers to & fro KoPT and CFS.	YES	NO
(f)	Are you agreeable to execute an agreement with the Company and furnish Performance Guarantee on the prescribed format enclosed with the tender documents	YES	NO
(g)	Are you agreeable to act as 'Surety' to the bonds to be executed by the Company to the Customs Authority	YES	NO
(h)	Please provide fleet details		
		Own	Attached
	Trucks/Trailers for 20 ft containers		
	Trailors for 40 ft containers		
	Low Bed Trailors for ODC/OWC		

Attached separate sheet giving details of the fleet strength along with the copy of the registration certificate for own vehicles and consent letter from your associates giving their relationship with your company along with their fleet details and copies of the registration certificates.

[i]	Are you aware of safety norms stipulated by Kolkata Port Trust for vehicles carrying container within Port area ?	YES	NO
[j]	Whether you are familiar with prevailing vehicle Movement practice inside Kolkata Port	YES	NO

If you wish to give any further information which will highlight your capabilities, kindly provide in brief.

Seal of the Company
With Address

Signature :

Name of the Signatory :

Date:

Designation :

Name of the Company

TECHNO-COMMERCIAL & GENERAL TERMS & CONDITIONS

1.0 Prequalification Criterion

The bidders will be short-listed based on information/documents submitted by them, capabilities, deposit of EMD etc. Though it is mandatory that all terms & conditions are to be complied by the vendor, for the purpose of short-listing, the following clauses are compulsorily to be complied with:

- 1) Deposit of Earnest Money of ₹.4,00,000/-. [MSME/NSIC certified vendors with UAN certificate are exempted from submission of EMD subject to their submission of valid certificate of the same]
- 2) Submission of Trade License.
- 3) Proof for availability of own/attached fleet of trucks/trailors (for minimum 25nos. owned and at least a total fleet of 50 nos. **Vehicles should not be earlier than 2012). Minimum 25 nos vehicle should be registered in name of bidder only.**
- 4) Working experience of transportation (minimum four years) in Kolkata Dock System/any CFS in vicinity of Kolkata Dock system.
- 5) Minimum average turnover of ₹. 80 lakhs per financial during last three financial years.[The audited Balance Sheets for the last three financial years are to be submitted.]
- 6) Bidders are required to submit Solvency Certificate from their Banker not less than ₹.70 lakhs [Solvency certificate is to be submitted in closed envelop issued by the issuing bank].
- 7) The bidder must have PF & ESI registration. [Copy of last 3 months payment challan of PF & ESI along with Registration Certificate to be submitted].
- 8) 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. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them

The EMD of the unsuccessful bidders will be returned. The EMD of successful bidder will be retained till submission of Performance Guarantee as stipulated in clause-12. The performance guarantee may be submitted in the form of Bank Guarantee as per enclosed format.

2. Scope of work

The scope of work will cover the following jobs:

- 2.1 Transportation of loaded ISO containers containing import cargo from Kolkata Dock Systems to our CFS at P-3/1, Transport Depot Road, Kolkata – 700 088.
- 2.2 Transportation of load containers containing export cargo from our CFS at P-3/1, Transport Depot Road, Kolkata – 700 088 to Kolkata Dock Systems.

- 2.3 Transportation of load containers containing import cargo from CFS to other location [5 to 10 km radius]
- 2.4 Transportation of empty containers from our CFS to Slot point of various Steamer Agents.
- 2.5 Transportation of empty containers from Slot Points of various Steamer Agents to our CFS.

3. Capacity

The transporter should be the owner of fleet of vehicles and have capacity of placement of 50-60 trucks/trailers per day. **Trailers should not be earlier than 2012 Make. In case vehicle loaded with container in CFS is found earlier than 2012 make, then 50% of the payment would be deducted for the said removal. Any consequences encountered during the said transportation will be the liability of the said transporter.** The detailed information with respect to their fleet are to be furnished with documentary proof. Contractor may use vehicles from their associates provided they take full responsibility of safety and security of containers and cargo and such allowance will be given on case to case basis by Company after scrutinizing the valid documents of the vehicles.

4.0 Tasks & responsibility

The representative of the company would give written requisition or verbal instruction to the authorized person of the contractor for the required number of vehicles in advance normally on previous day. There may be instances when the transporter would be required to place vehicles on receiving short notice of 2/3 hours. The transporter should place trucks/trailors at the nominated place well within the time mentioned on the requisition or as per verbal instruction of the company's representative. Contractor must ensure that the complete picture on movement position of the containers is to be provided from time to time but definitely latest by 9.30 a.m. the next morning to the Dock Operation Officers of BL.

- 4.01 The driver of the vehicle and supervisory staff should be present all the time till loading/ unloading of containers at KDS or BL-CFS. The supervisor should be responsible for getting the job done i.e. loading/unloading of containers and should constantly interact /coordinate with Port operating personnel without any interruption/hindrances.
- 4.02 The driver and authorized representative of the transporter must necessarily check the container seal at KDS. The transporter would issue challan as acceptance of the custody of the containers.
- 4.03 It will be the responsibility of the contractor to draw the attention of officers of BL if any damage observed to containers while loading at dock and get it surveyed by the surveyor through the concerned representative of BL and duly noted and counter signed in the challan issued by the contractor before the container is moved out of the dock.
- 4.04 Containers should be transported through the route nominated by the company and any deviation required for exigencies/emergency should be informed to the company in advance with valid reasons.
- 4.05 Containers should be delivered at CFS/Port within the stipulated time of one hour from the time of exit from the gate of Ports/CFS. If there is any accident/theft/burglary en-route, the same should be informed to the local Police Station immediately and simultaneously to the company. It would

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be the responsibility of the transporter to get the FIR number and Police Report for the accident/theft/burglary or any untoward incidents. If the trailer do not report at destination within the stipulated time the company reserve the right to impose suitable penalty towards detention of containers due to delay in reaching CFS/Port.

- 4.06 The contractor should follow all the applicable rules & regulations of the concerned authorities. Any penalty due to violation of any rule would be to the contractors account. Page | 13
- 4.07 The contractor would issue consignment note or consignment acknowledgement record and on delivery of the containers they should obtain signature of the representative of the company as proof of delivery. The signature will be given only after verifying the seal on the container.
- 4.08 For transportation & delivery of empty containers from CFS to Slot point of steamer agents, proper container receipt should be collected after delivery from the concerned slot point as proof of delivery of the same in sound condition. Any liability arising out of non production of receipt from concerned slot point would be on the contractor's account. Any slot charges applicable is to be paid by the transporter. BL will reimburse the slot charges to the transporter upon submission of original receipts.
- 4.09 Seals fixed on the container should tally at both ends of receiving and delivery and for the container damage during transit, transporter is not authorized to re-seal on any circumstances whatsoever. Broken seals if found while loading of containers should immediately be brought to the notice of concerned representative of BL.
- 4.10 Containers would be moved as per guidelines of the Commissioner of the Customs. These guidelines in turn is binding to the transporter on their part only. The contractor would also follow the guidelines and procedures at KDS while loading/unloading of containers inside Port.
- 4.11 For Containers, while in the custody of the contractor, the contractor should take all precautionary measures including safety and security of the containers & goods contained therein for safe transportation and delivery of the goods at the destination.
- 4.12 The contractor should provide proper superintendence during loading/unloading of containers shall coordinate with the company as well as Port, Customs, Authorized Surveyors, Shipping Agent for smooth execution of the job.
- 4.13 The contractor should repair/replace immediately the breakdown vehicles en-route at any point of transportation to reach the destination within stipulated time. In case it is necessary to unload the container for such repair of vehicle, the same should be informed to company and on receiving approval from the company such transshipment should be undertaken at the risk and cost of the transporter.
- 4.14 The loading/unloading of container at KDS is the primary responsibility of the Port Authorities or Authorized Stevedors/ Private Handling Contractor. The same shall be coordinated and facilitated by the transporter and all incidental expenses, if any incurred on this account will be borne by the transporter.
- 4.15 Contractor would constantly keep the CFS yard free from congestion by the vehicles which are released from the CFS after unloading, **failing which an amount of Rs.200/- may be charged**

per vehicle per day for parking of unloaded/empty vehicles more than 2 hours inside CFS and/or on the connector between CFS and Transport depot Road without any valid permission.

4.16 It would be the responsibility of the contractor to get the container/s loaded on their truck/trailer in _____ time at the Port/Slot Point.

4.17 Depending on the requirements, the company may advise the contractor to undertake work during weekly off-days, holidays and on any shift or time. The contractor should be prepared to undertake the assignment without any additional charge than stated in rate schedule.

4.18 The Drivers/Operators of the vehicles should possess valid license to operate the vehicles. The Drivers, Helper, Workmen, Supervisory Staff, Mechanics shall have good health, possess high moral and strictly obey the administrative rules and regulations of Port and BL- CFS. The contractor will ensure that a helper will not drive the vehicle even if he carries a valid license.

4.19 Contractor will indemnify and keep indemnified BL-CFS against all losses and claims for injury and damages to their employee/workmen or any person or any property whatsoever which may arise out of and in consequence of the work and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever.

4.20 Contractor shall deal with all local problems and sort-out amicably & peacefully. Any matter requiring intervention of Police should be done by contractor. In the process contractor should ensure that container and cargo therein are fully protected against any demurrage, pilferage.

4.21 Contractor shall be answerable for all complaints and/or claims due to negligence, misconduct, malpractice on the part of any person engaged by the contractor. All persons, employees or otherwise engaged by the contractor should carry identification card and their names should be intimated to the company.

4.22 Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the company for providing the services other than the payment from the company against services as per the terms of the contract.

Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing company's customer's employees in whatsoever manner and indulgence of such practice will be considered as breach of agreement.

4.23 Contractor shall remove and/or replace any of their employees or person who as per opinion of the company charged with misconduct/indiscipline or incompetence or negligent in proper performance of assigned job or considered undesirable as per the company.

4.24 In accordance with the requirement of the company, contractor shall offer and extend all reasonable opportunity and/or cooperation to the employees of the company or other contractors engaged by the company. Contractor should always endeavour to create a better and harmonious working atmosphere and congenial situation for smooth functioning of the services.

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4.25 Contractor shall at all time take precautions to prevent any unlawful, riotous or discordantly conduct by or among their employees and for perseverance of peace and protection of persons and property inside and/or outside premises of Port/BL-CFS.

4.26 Contractor shall take necessary instruction from no other person than the authorized/nominated person of the company and undertake the assigned work as per work guideline to be issued by the company from time to time in consultation with the contractor. Page | 15 5

4.27 It is mandatory that the contractor should act as “Surety” to the following Bonds to be executed by the Company with Customs Authority.

- Bonds are (a) Import Continuity Bond of Rs. 25.00 Crore
(b) Export Continuity Bond of Rs. 15.00 Crore.

4.28 Shifting of containers within CFS for proper segregation or weighment purpose or for placement shall be done free of cast.

5.0 Financial Background

The bidder should be a financially sound company and should furnish Solvency Certificate with solvency limit not below Rs.70 lakhs. The audited Balance Sheets for the last three financial years are to be submitted.

6.0 Statutory Obligation

The transporter should ensure compliance of all statutory rules/regulations including formalities at Port such as Vehicle/Man Entry Permit and compliance of all norms by RTA Authorities and all expenses/charges related to same will be borne by the contractor. Also the following should be complied and to be taken care of.

- a. Contractor should promptly report any Near Miss, accident within CFS or during transportation
- b. All vehicles should be accompanied by a helper , who will act as traffic marshal in case of vehicle reversing.
- c. All vehicle should have reverse horn, with front & rear lights in working conditions.
- d. All vehicles should be of sound construction & fitness certificates to be submitted. Unfit vehicle wont be allowed within premises.
- e. Safety fluorescent strip to be fitted & maintained along the part of sides, back and front of the cabin.
- f. All tyres should be in good condition with appropriate thread depth.
- g. No cooking inside truck/ trailer cabin or within the CFS premises.
- h. Drivers & helpers should not take rest beneath any vehicle.
- i. Parked vehicle should use wooded chokes as stoppers.
- j. Drivers helpers in case accessing the container top will have to use safety helmets positively.
- k. Each Violation of laid down safety rules as stated above within CFS will lead to a penalty of Rs 2000/ (Site may decide the amount)**
- l. Smoking within premises, harsh driving, Dashing with property, parking at no parking zones, Drivers & helpers using forklifts to travel from one place to another is prohibited and will lead to penalty

SAFETY CLAUSE

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

List of safety violations and penalty clause for the same

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

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

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

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

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-

Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

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

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

CASE - I

MINOR VIOLATIONS

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle

16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding)violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

CASE – 2

MAJOR VIOLATIONS

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

7.0 Volume of work

Anticipated/estimated volume of works both Import Containers and Export Containers those will be handled during the contract period of three years are being provided in Quantities of PRICE, SCHEDULE given below. However this is purely an estimate. No claim shall be entertained in the event, the volume of work is substantially lower. The contractor should also be prepared to increase the fleet strength as well as manpower in case volume of business stated above are higher.

Evaluation of Bids:

The bidder who quotes the overall Lowest after considering all items of work as given in the price bid schedule will be deemed as L1. For each individual item of work, the estimated trip will be multiplied by the rate quoted by the bidder and the summation of individual item value is the overall value quoted by the bidder. It is expected that the bidder will quote for all items of work. For any item of work, if the bidder does not quote, then, for the purpose of arriving at the total value of one bidder's quote, the highest rate quoted by any bidder against the specific item of work for which the bidder did not quote will be applied. For example, if for an item of work the number of trips is say 100 and one bidder called "A" does not offer any rate, then the highest rate quoted for this work (let us assume there are quotes from Parties called "B, C and D" and the highest rate quoted by the three parties is say Rs 2000) will be applied (as if A had quoted Rs. 2000 in the example given above) and Rs 200000 will be considered as the value of quote for this item of work for the purpose of arriving at the total value quoted by bidder "A". It is therefore recommended that the bidders should ensure that their quoted rates is most competitive as well as bidders do not miss to quote for any item of work.

To refrain bidders from quoting un-naturally low rates to emerge L-1 on overall basis as well as to safeguard the execution of empty transportation (particularly item no 7,8,9 & 10 of Price Schedule), bidders have to quote atleast 40% of loaded transportation rate (more details is given in Price Schedule). In case bidder quotes lower than minimum allowed rate, then for the purpose of arriving at the total value of one bidder's quote, the highest rate quoted by any bidder against the specific item of work for which the bidder did not quote will be applied. For example, if for an item of work the number of trips is say 100 and one bidder called "A" quote an un-naturally low rate, then the highest rate quoted for this work (let us assume there are quotes from Parties called "B, C and D" and the highest rate quoted by the three parties is say Rs 2000) will be applied (as if A had quoted Rs. 2000 in the example given above) and Rs 200000 will be considered as the value of quote for this item of work for the purpose of arriving at the total value quoted by bidder "A".

Additionally, in case it is found that bidders have quoted exceptionally low rates for any item to emerge L-1 for the tender as compared to market price/estimate, bidder may be asked to submit relevant justification and cost breakup for that item. In case the justification and cost analysis does not seem acceptable by Balmer Lawrie Tender Committee, the offer may be cancelled for evaluation.

Splitting of order

L-1 bidder will be decided based on total value at initial stage considering all the bids and they would be called first for negotiation. However L-1 bidder may not be L-1 in all items & hence they should match L-1 rates considering all quotes.

As stated above, Prices shall be first negotiated with the L1 bidder who would be eligible for allotment of 40% of the total business as tendered. L2 bidder shall then be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then 30 % of the total business tendered shall be allotted to the party. The L3 bidder will then be called and shall also be asked to match with the negotiated price of L1 bidder and if L3 agrees to match, 15 % of the total business tendered shall be allotted to party. The L4 bidder will then be called and shall also be asked to match with the negotiated price of L1 bidder and if L4 agrees to match, 15 % of the total business tendered shall be allotted to party. In case L2, L3, L4 bidder does not agree to match negotiated L1 rate, similar offer shall be successively made to L5, L6.....bidders. Based on relative position of the bidder, order will be placed for either 30% or 15% of business tendered. To cite an example, if L2, L3 and L4 have not agreed for matching the rates with L1, the offer for matching is given to L5. If L5 agrees, he will be placed order for 30% of the volume as tendered and so on.

In case L-2 matches the L-1 rate and none of other bidders agree to match L-1 rates, order would be placed for 70% on L1 and the balance 30% on L2 bidder. If no bidder accepts offer to match his rates with the negotiated price of L1 bidder, Company would place order for 70% on L1 and the balance 30% on L2 bidder at the finally negotiated rate.

9.0 Validity of the offer

The offer should be valid for a period of **120 days** from the due date of tender and the rates once submitted shall not be changed/varied/added/alterd during this period. In case the bidder unilaterally revokes or cancels or varies any rate, terms & conditions of the tender after submission and during the validity period, their Earnest Money Deposit (EMD) shall be forfeited.

10.0 Right of acceptance/rejection the tender

The company reserves the right to accept or reject any or all the tenders either in part or full without assigning any reasons whatsoever .

11.0 Earnest Money Deposit

The bidder is to submit Earnest Money Deposit of Rs. 4,00,000/- (Rupees Four Lakhs Only) in the form of Demand Draft/Pay Order drawn in favour of **BALMER LAWRIE & CO. LTD** payable at Kolkata. In case the contractor revokes or withdraws their offer within validity of offer or fails to deposit security deposit and/or execute the agreement and commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the EMD.

12.0 Performance Guarantee/Security Deposit

The contractor should provide Bank Guarantee of Rs.22,50,000/- [Rupees Twenty two lakhs fifty thousand only] only towards performance guarantee of this Transportation Contract. The Guarantee shall be issued on any scheduled Commercial Bank as per format to be given by the Company. The Bank Guarantee is to be valid for 3 [three] years and further six months for submission of claims, if any.

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

Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of commission/gross negligence on the part of the contractor, or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie, or failure

to execute the work as per terms and conditions of the contract without prejudice to execute other right, or action by the company.

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

13.0 Alternative Arrangement

In absence of timely and proper performance by the contractor, Balmer Lawrie reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL-CFS for any other action including termination, forfeiture of security deposit etc.

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

14.0 Contract Period & Commencement of work

The contract shall be for Three Years Period from the date of awarding the contract.

The work shall have to be commenced within 48 hours of placement of LOI/Work Order and submission of Performance Guarantee as stipulated in clause-12. In case of contractor working for the 1st time with CFS the contract shall be awarded initially for three months and on successful performance, the contract may be extended for a further period of 33 months. However the contract(s) may be further extended on written mutual consent of BL and the contractor.

15.0 Termination of Contract

The contract can be terminated by vendor by giving 90 days notice to the Company in writing. Similarly, the Company can terminate the contract at any point by giving 90 days notice except otherwise mentioned. If the contract is terminated by the contractor without serving notice for 90 days, the contractor shall be liable to pay compensation to BL for any consequences arising out of such termination of the contract.

However, in case of serious breach of terms & conditions of the contract, the company reserves the right to terminate the contract without any notice and take action as may be necessary under provision of the contract. In such case, no compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

If the contractor does not commence the work in the manner described in the contract document or if Balmer Lawrie notices/finds the occurrence of any one or more of the following events/contingencies:

- (a) Failing to carry out the works in conformity with the contracted documents.
- (b) Failure to carry out and execute the work and in accordance with the time schedule to the satisfaction of the company.
- (c) If the contractor abandons the work during tenure of contract.
- (d) Due to breach of any of the terms & conditions of the contract by the contractor as stated under clause 13.0 (Alternative Arrangements).
- (e) Distress execution or other legal process being levied upon any of the contractor's goods and assets.

- (f) If the contractor or any person employed by them takes or offers for any purpose connected with the contract any gratuity, royalty, commission, gratification or other inducements (whether money or in any other form) to any employees or customer of BL-CFS.
- (g) If the contractor during the continuance of the contract becomes bankrupt, makes any arrangements or composition with their creditors or permit any execution to be levied or go into liquidation.
- (h) If any criminal investigation or proceedings are initiated against the contractor, then in any such case, BL shall have the right/power to terminate the contract without notice and take action under provision of the contract. No compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

16.0 Insurance

The Container and cargo contained therein will be insured by the company including transit insurance under comprehensive insurance policy governing the same relating various clauses as prescribed by the underwriters. For any damage/loss of the containers/cargo while in the custody of the contractor, the contractor shall take all actions necessary within prescribed time limit for protection of right of recovery cost for such loss/damages by Balmer Lawrie. The value of such losses/damages shall initially be recovered from the contractors. On settlement of insurance claim, the claim settled by Insurance Company may be refunded to the contractor at a later date pertaining to relevant dues only without any interest or other charges. It may be noted that mere coverage of Insurance by Balmer Lawrie does not absolve the responsibility or liability of the contractor for any losses/damages as per Common Carrier Act and they are advised to take suitable insurance cover to protect any claim by underwriter. The workmen engaged should be covered under Employees State Insurance or Workmen Compensation Insurance Policy and necessary statutory regulations will be made applicable.

All vehicles engaged against this contract shall be covered for third party liability insurance policy covering full damage, loss or injury/death to any person arising out of execution of the services.

17.0 Subletting of work

No part of the contract shall be in any manner transferred/sublet by the contractor directly or indirectly to any other person or firm without prior consent of the company in writing. In this regard Clause stated above may be referred while applying for permission for engagement of vehicles of others/associates.

18.0 Labour Law

- Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men employed by them in executing the contract.
- The contractor shall ensure that any authorized sub-contractor under them, if any should similarly comply with the above requirements.

- The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contractor or sub-contractor to comply with all or any of the Acts and Regulations of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender.
- Contractor shall be responsible to settle all the disputes with the employees engaged by them or by any authorized sub-contractor.
- Contractor shall indemnify to absolve company of all responsibilities related to employment condition of their employees and should adequately safeguard company against any possible IR problems including related to employment notwithstanding to the fact that contractor should adhere to all Statutory norms as stipulated in Minimum Wage Act, Workmen Compensation Act., Contract Labour (Regulation & Abolition) Act., Provident Fund Act., Gratuity Act., Employees State Insurance Act., Bonus Act. 1965 and all other applicable labour enactment and as amended from time to time governing this contract.
- Company will not have any liability towards, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.
- Moreover, there will be no Employer and Employee relationship between Balmer Lawrie & Co. Ltd. and the employees so engaged by the contractor under the contract and no claim for any employment will be entertained or tenable. It shall be sole responsibility of the Contractor to regulate any terms of employment with the engaged persons without any liability whatsoever to Balmer Lawrie & Co Ltd.
- Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the company and its customers for the services rendered other than the rates fixed by the company.

19.0 Billing & Payment

The Contractor will be issued Job Card certified by the authorized representative of the company. On receipt of confirmation from the contractor on the Job Card, contractor's Bills will be generate from the company's computerized self-billing system which will be handed over to the contractor fortnightly for verification and submission for payment. On receipt of such Bills from the contractor, the same will be processed for payment after making necessary deduction towards dues, penalty, income tax, risk & cost, deposit of statutory deduction, last months paid challan of PF and ESI etc. within 15 days from the date of submission of such invoices.

20.0 Agreement

The successful bidder will have to sign agreement which shall be valid for a period of three years. The same shall automatically terminate unless otherwise extended on the same terms & conditions or any amendment, deletion and/or additions of clauses as per mutual consultation and agreement between the contractor and the company.

21.0 Force Majeure Conditions

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

22.0 Fuel Escalation Clause

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

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

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

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

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

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

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

However, schedule of agreed rate shall not be increased/decreased upto 20% of HSD price variation. Escalation/de-escalation shall be applicable if the cumulative price variation of base rate of HSD varies beyond 20%.

The schedule of rates shall be all inclusive consolidated rates for providing the vehicles, cost of experienced drivers/operators, competent helper, supervisor, mechanics, consumables such as fuel, lubricants, tools & tackles.

23.0 Penalty due to non performance

It is clearly to be understood by the Contractor that the vehicle / manpower as necessary will be supplied by them within specified time as stipulated by the Company and will be in full working conditions. Any failure on their part either in providing equipment or delay in performing assigned work, may warrant Company without any prejudice to arrange for the services from any other source at additional cost over the above the rate stipulated in the rate schedule, which will be recovered from the contractor by adjusting from their pending bill/s or by way of receiving direct payment. This clause being termed as "risk and cost" for sake of simplicity.

In case of claim by customer towards demurrage/detention etc. due to non-performance or delay in performance on the part of the Contractor, the same will be recovered by the Company from the Contractor.

In case of occurrence of such incidence more than once during any consecutive 30 days, the Company will have the option to terminate the contract without prejudice to any other recourse after issuing one warning notice and will forfeit the security deposit / or encash Performance Guarantee Bond. Non enforcement of this clause does not prejudice the Company's future course of action or leaving any sort of penalty or damages.

During execution of work if any damage occurs to the property of Company and/or its customer due to negligence on the part of the contractor, the amount of damage/cost of repair/replacement will be recovered from the contractor's bills.

In absence of timely and proper performance by the contractor, the Company reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contract. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of the Company for any other action including termination, forfeiture of security deposit etc.

The contract would not restrict the right of Company to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

In case of any shortage/damage/loss to goods for whatsoever reason while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage/shortage/loss. The fleet owner should have a Carrier's Legal Liability cover for all the vehicles that are engaged in transportation of container & cargo contained therein for Balmer Lawrie-CFS (from Port to CFS & vice-versa). The limit of indemnity in this policy should cover Rs. 1.00 lac AOA and Rs. 4.00 lacs AOY (1:4) for loss / damage to container and Rs.5.0 crore's AOA and Rs. 5.0 crore AOY (1:1) for loss/damage to cargo contained in the container.

24.0 Settlement of disputes by Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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 contract shall be governed by the Laws in Indian and subject to the exclusive jurisdiction in Kolkata.

25.0 The Contract workers while within the premises of BL shall conduct themselves in a disciplinary manner and shall not indulge in any acts of indiscipline and for which the Contractor shall be held responsible.

DECLARATION

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

Signature :

Official Seal with address

Date :

Name of the signatory :

Designation

Name of the Company



BALMER LAWRIE & CO. LTD.
Container Freight Station
P-3/1, Transport Depot Road
Kolkata – 700 088

PRICE SCHEDULE

SL. NO.	Description of job	Qty	Unit	Rate [₹]	Amount [₹]
TRANSPORTATION OF LOADED CONTAINERS					
1	CFS to KoPT [NSD/KPD] 20' Containers	27000	TEU		
2	CFS TO KoPT [NSD/KPD] 40' containers	9000	FEU		
3	KoPT [NSD/KPD] TO CFS 20' Containers	70000	TEU		
4	KoPT [NSD/KPD] TO CFS 40' Containers	18000	FEU		
5	CFS to any other location [5 to 10Km radius] for 20' Containers.	50	TEU		
6	CFS to any other location [5 to 10Km radius] for 40' Containers.	50	FEU		
TRANSPORTATION OF EMPTY CONTAINERS					
7	Slot point of Shipping Agent/Container Agent Plot or any other location [5 to 10 km radius] to BL-CFS – 20' Containers. Rate quoted should atleast be 40% of item no 1.	8000	TEU		
8	Slot point of Shipping Agent/Container Agent Plot or any other location [5 to 10 km radius] to BL-CFS-40' Containers. Rate quoted should atleast be 40% of item no 2	3500	FEU		
9	CFS to Shipping Agent/ Container Agent Plot or any other location [5 to 10 km radius] 20' Containers. Rate	3750	TEU		

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e-Tender No: BL/CFS/KOL/Tpt-KDS/18-19

	quoted should atleast be 40% of item no 3				
SL. NO.	Description of job	Qty	Unit	Rate [₹]	Amount [₹]
10	CFS to Shipping Agent/ Container Agent Plot or any other location [5 to 10 km radius] 40' Containers. Rate quoted should atleast be 40% of item no 4	2400	FEU		
TRANSPORTATION OF LOADED FLAT RACK CONTAINERS WITH ODC CARGO [BY SEMI-LOW-BED TRAILER]					
11	KoPT [NSD/KPD] to CFS for 20' Containers	180	TEU		
12	KoPT [NSD/KPD] to CFS for 40' Containers	900	FEU		
TRANSPORTATION OF LOADED FLAT RACK CONTAINERS WITH ODC CARGO [BY LOW-BED TRAILER]					
13	KoPT [NSD/KPD] to CFS for 20' Containers	60	TEU		
14	KoPT [NSD/KPD] to CFS for 40' Containers	60	FEU		

Note: For transportation of empty containers, the slot charges at Empty plot to be paid by Transporter which would be reimbursed by BL at actuals upon submission of original receipts

Signature :

Seal of the Company
With address

Name of the Signatory :

Date:

Designation

Name of the Company:

FORMAT OF PERFORMANCE GUARANTEE

To
HEAD[LI]
Balmer Lawrie & Co. Ltd.
[Container Freight Station]
P-3/1, Transport Depot. Road
Kolkata – 700 088

In consideration of M/s. Balmer Lawrie & Co. Ltd., a Company having registered office at 21. Netaji Subhas Road, Kolkata – 700 001 [hereinafter called ‘BL’] having placed a Work Order No. _____ dated _____ on _____ having its office at _____ [hereinafter called the “Contractor”]

In terms of the above Work Order, the contractor is required to submit a Performance Bank Guarantee for Rs.22.30 lakhs [Rupees Twenty Two Lakhs Fifty thousand Only] as Security Deposit towards the performance and fulfillment of the terms and conditions contained in the said Work Order and Tender documents which expression shall include all proper amendments and modifications and or variations thereto. We, [Name of the Bank] Kolkata, hereby undertake to pay to the BL to the extent of Rs.22.30 lakhs [Rupees Twenty Two Lakhs Fifty thousand Only] only without any demur and only on receipt of demand signed by the authorized representative of the BL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BL by reason of failure to execute the order and / or breach of any of the terms and conditions of the Work Order / Tender including withdrawal during the period of validity of the Bank Guarantee.

We, _____[Name of the Bank] _____ Kolkata undertake not to revoke this guarantee during the currency except with the previous consent of the BL in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs.22.30 lakhs [Rupees Twenty Two Lakhs Fifty thousand Only] and any claim under this must be received by us within three months i.e. _____ after completion of the expiry period of the contract i.e. _____

If no claim is received by us by that period, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Signature with designation

TERMINOLOGY

- [a] “**Company**” means BALMER LAWRIE & CO. LTD. [Container Freight Station] P-3/1, Transport Depot Road, Kolkata – 700 088 having registered office at 21. Netaji Subhas Road, Kolkata – 700 001
- [b] “**Contractor**” means the successful bidder who will be awarded with the contract as tendered.
- [c] “**Bidder**” means the firm who will participate in the tender.
- [d] “**Transporter**” means the firm who will be carrying containers, who can be contractor themselves or associate transport company working with contractor.
- [e] “**Contract**” means the agreement between the company and successful bidder.
- [f] “**CFS**” means Balmer Lawrie’s Container Freight Station at Kolkata
- [g] “**KDS**” means Kolkata Dock System
- [h] “**EMD**” means Earnest Money Deposit to be accompanied with Commercial Bid.
- [i] “**RTA**” – Road Transport Authority under whose guidance vehicles are allowed to move on Public Road / Highway.
- [j] “**Vendor**” means the Contractor
- [l] “**BL**” means Balmer Lawrie .
- [m] “**AOA**” means Any One Accident.
- [n] “**AOY**” means Any Accident of Year.