



Multi Modal Logistics Hub (MMLH)
30-15-154/4F2, 5th Floor, GKP Heavenu
Dabagardens main Road, Visakhapatnam-530020

e- TENDER NO: **MMLH/ /LI/18-19/006** Dated 28/11/2018

TECHNICAL / COMMERCIAL BID

Tender Document for

**HIRING OF 3 TON and 5 TON FORKLIFT ,
14 T-Hydra , 40 TON, 60 Ton, 90 Ton crane
On call basis at MMLH, Vizag**

DUE DATE & TIME: [11/12/2018 at 17:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids (single bid System) are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for **HIRING OF 3 TON and 5 TON FORKLIFT ,14 T-Hydra , 40 TON, 60 Ton, 90 Ton crane On call basis at MMLH, Vizag** for Multi-modal Logistics Hub at Vizag, Visakhapatnam, Andhra Pradesh being set up by Visakhapatnam Port Logistics Park Limited (VPLPL), a Joint Venture Company between Balmer Lawrie & Co. Ltd. And Visakhapatnam Port Trust in India.

The Multi Modal Logistics Hub is located at Visakhapatnam near Mulagada Village and adjacent to Mindi Railway Sidings of Visakhapatnam Port Trust which is about 4.0 km away from Sheela Nagar Junction at NH-5 and 8 km from Airport.

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 bidders' credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	HIRING OF 3 TON, and 5 TON FORKLIFT ,14 T-Hydra , 40 TON, 60 Ton, 90 Ton crane On call basis at MMLH, Vizag
2	Tender No	MMLH/LI/18-19/006
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	One year
5	Tender Fee	NIL
6	EMD	Rs.15000 /- (Rs. Fifteen thousand only)
7	Downloading / Submission of Tender :	
	a. Starts on	28/11/2018 at 6.00 PM
	b. Closes on	11/12/2018 at 5.00 PM
8	Opening of Tenders	11/12/2018 at 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.
- 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 three years
- f. Experience / Credential Certificate
- g. MSMED / NSIC Certificate if applicable
- h. SC/ ST Self-Declaration in case of MSME / NSIC

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 ascertaining 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 VPLPL.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision VPLPL 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. VPLPL reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.15000/- (**Rupees Fifteen thousand only**) by Demand Draft/Pay Order at our above address. **The DD/PO for EMD should be drawn in favour of of M/s Visakhapatnam Port Logistics Park Ltd. payable at Visakhapatnam.** Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, payment of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. **MSME Vendor should declare UAM number on CPPP(Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts should reach to our office at Balmer Lawrie & Co.Ltd , CFS , Plot no. 1, Sector- 7 ,Dronagiri Node, Navi Mumai-400 707 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 CFS address as noted above. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS 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 email : blsupport[at]c1india[dot]com			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.2 Digital Certificate authentication

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

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

02.Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- VPLPL does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- VPLPL 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.
- Any amendment / corrigendum as and when required will be uploaded only on the website of the Company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested bidders should regularly visit these websites for updation.
- 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.

03. 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 VPLPL .
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by VPLPL .

3.5 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.

SCOPE OF WORK

1. The Equipment's should be in good working condition .
2. All the costs for running and maintenance of the equipment's shall be exclusively borne by the bidder, e.g. costs towards fuel (petrol/diesel), lubricants, maintenance, regular servicing, driver's salary, helpers salary etc.
3. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of equipment's, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, PUC, etc. The selected contractor(s) shall indemnify the Company and compensate it towards any liability arising out of using/running/hiring of the vehicles.
4. In case of any breakdown, alternate arrangement will have to be made by the selected contractor by providing another suitable equipment with driver, failing which the Company will arrange alternate equipment at the Risk & Cost of the contractor .
5. The contractor shall engage experienced, well-behaved and honest driver with valid driving license.
6. Undertake loading/unloading/shifting of cargo into/from containers or trucks /trailers as well as stuffing/destuffing of said cargo into/from Containers by using material handling equipment .
7. Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
8. Any damage/s caused to cargo or VPLPL property by the contractor's handling equipment's shall be the responsibility of the contractor and all claims arising thereof shall be borne by the contractor

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

It will be the contractor's responsibility to ensure proper maintenance of the equipment. 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

Deployment Of Equipment / Manpower & Working Hours :

The contractor has to provide 3 Ton & 5 Ton Fork lift ,14 Ton hydra and 40 Ton, 60 Ton & 90 Ton crane on call basis as and when required. The contractor has to provide these equipment's immediately within two hours after receiving call from authorized person from VPLPL

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 . 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 VPLPL.

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

It 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 our 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 MMLH. 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 Interest Free EMD of Rs . **15000 /-** (**BY DD or PO in favour of of M/s Visakhapatnam Port Logistics Park Ltd. payable at Visakhapatnam**).
2. Should have minimum average turnover of **Rs. Ten lakh** per year during the last 3 financial years ending on 31st March 2018. **Copy of Certificate of Chartered Accountant Or Audited P and L Account OR Balance Sheet copies to be enclosed**
3. **The bidder should have experience of doing similar job of handling of cargo by Fork-life/crane for at least three years as on 31/03/2018. Copy of Work order or completion certificate which indicates period of contract is to be submitted.**
4. The bidder should not have been black listed in any of the PSUs or private organizations and a self-certification to this effect would need to be provided on contractor's letter head. If this turns out to be false on verification by BL the contract may be terminated the bidder may be blacklisted permanently for all future jobs for the entire company.

5. Bidder should have valid GST Registration ,copy of the same is to submitted.
6. The bidder should own at least one equipment in each category & RC copies should be in the name of bidder only.
7. Bidder should be located at Vizag or in an around 50 kms of Vizag.

2. Submission Of Online Bids

The bid is to be submitted in a single bid process i.e. Technical/ Commercial Bid with Price Bid together. In the price bid, the rates are to be submitted as per the given format and online as mentioned in the bid submission clause

3 Tender Opening

Unpriced and price bid will be opened as per tender calendar

4.Acceptance of offers

- 4.1 VPLPL reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and VPLPL at any stage.
- 4.3 The overall L-1 status would be determined by looking at the total value quoted by the bidder
- 4.4 VPLPL is not bound to accept the lowest rate for any tender. VPLPL 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 VPLPL in this connection will be final.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit will be rejected.
- 4.6 Bids from the tenderer carrying out similar business will not be considered to avoid the conflict of interest.

5.Negotiations

- 5.1 VPLPL reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of VPLPL for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of VPLPL .
- 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 VPLPL within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement VPLPL reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

6. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to Increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be valid for a period of minimum 90 days from the date of opening the price Bid.

7. 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.

8. Notification of Award

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

9. USAGE OF EQUIPMENTS

The Equipments will be used as and when required on call basis for 12 hours (shift) on all days. The shift timings will start from the time the equipment enters the MMLH, Vizag and will end with the exit from our site gate.

10. Period of Contract

The total period of contract will be for one year with effect from the issue of letter of Intent /work order.

11. Earnest Money Deposit /Security Deposit

The bidder is required to submit an interest free EMD of Rs.15000/- (Fifteen thousand only) by way of Bank draft payable at Vizag favouring Visakhapatnam Port Logistics Park Ltd. The EMD would be forfeited by VPLPL in the event of bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract. The EMD of unsuccessful bidder would be returned after finalization of contract. The EMD of successful bidder will be kept as security deposit till completion of contract. MSMED/NSIC parties have to submit security deposit of Rs.15000/- by DD/ PO if contract is allotted to them.

12. Evaluation of bids : L1 bidder will be decided on the basis of individual item separately i.e. the contract will be awarded to the bidder who will quote lowest rate in individual item of price bid. Bidder has to quote for those items only for which he is eligible. Also bidder has to quote either all items of price bid or any other items of price bid for which he is eligible.

13. Validity of Rates

The quoted rates shall be kept valid for acceptance for a period of 90 days from the date of opening the price bid. The rate should be kept firm throughout the contract period.

14. Handling of Cargo/Container

The cargo shall be handled with maximum care and also responsible for supply of additional attachment whatever be needed for handling of cargo without any damage to the cargo or any other property. The

contractor will be held responsible for any damage to cargo etc. during the handling and the loss will be recovered from the contractor.

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 required equipment 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

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. ESI/PF/Other Statutory obligations

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

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

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

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he has been deployed.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them.

Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to the contractor.

17. Payment Terms

Payment shall be made 10 days after submission 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 .

18. GENERAL SAFETY, SECURITY & OTHER REGULATIONS

The laid down safety and security rules and regulation of MMLH of VPLPL shall have to be strictly adhered to. The Contractor will be fully responsible for ensuring safety of lives cargo vehicles property and containers within MMLH. Any damage to any life and/or property inside the MMLH 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 VPLPL .

19. 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 VPLPL. In the event of contractor contravening the conditions, VPLPL shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor.

20. Addition and alteration of Tender documents

The company reserves the right to add/alter terms and conditions of tender documents including cancellation of tender any time without assigning any reason whatsoever.

21. Termination

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

22 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 Director, Visakhapatnam Port Logistics Park 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : MMLH/ /LI/18-19/006 DT.28.11.2018 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

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 of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belong to SC/ST Category	

Part-B Price Bid

**SUBJECT : HIRING OF 3 TON, 5 TON FORKLIFT ,14 T-Hydra , 40 Ton, 60 Ton, 90 Ton CRANE ON CALL BASIS at
MMLH, Vizag**

Sl. No.	Description	Rate
1	Lump Sum Hire Charge as and when required on call basis per shift on all days for 3 TON Forklift	Rs. _____ Per shift
2.	Lump Sum Hire Charge on as and when required on call basis per shift on all days for 5 TON Forklift	Rs. _____ Per shift
3	Lump Sum Hire Charge as and when required on call basis per shift on all days for 14 Ton Hydra	Rs. _____ Per shift
4	Lump Sum Hire Charge as and when required on call basis per shift on all days for 40 Ton Tyred Mounted Crane	Rs. _____ Per shift
5	Lump Sum Hire Charge as and when required on call basis per shift on all days for 60 Ton Tyred Mounted Crane	Rs. _____ Per shift
6	Lump Sum Hire Charge as and when required on call basis per shift on all days for 90 Ton Tyred Mounted Crane	
7	GST	@ _____ %

Place :

Signature :

Date :

Name :

Designation :

