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CIN - L15492WB1924GOI004835

e- TENDER NO: BL/CFS/KOL/ICPRAXAULOPS/18-19/RT2

TECHNICAL / COMMERCIAL BID

Tender Document

TENDER FOR Appointment of Operating Agency for ICP Raxaul

DUE DATE FOR SUBMISSION

27.12.2018 BY 6.00 P.M.

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NOTICE INVITING E-TENDER

On line bids in Two Bid System are invited from the reputed and experienced organizations, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions", for undertaking the subject contract for "Operations of ICP Raxaul".

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	Operations of ICP Raxaul
2	Tender No	eTender No.: BL-CFS-KOL/ICPRAXAULOPS/18-19/RT
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	2 years
5	EMD	Rs.3,00,000 (MSME/ NSIC vendors are exempted from submission of EMD)
6	Tender Fee	NIL
7	Pre-bid conference	12.12.2018
8	Downloading / Submission of Tender :	
	a. Starts on	07.12.2018
	b. Closes on	27.12.2018 By 6 PM
9	Opening of Tenders	On or after due date and time for submission.

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- 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.
- g. All documents mentioned in Eligibility criteria

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 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 interest free EMD of Rs.3,00,000/- (**Rupees Three lakhs only**) by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors, Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. **MSME/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.** 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/BG) evidencing payment EMD should be scanned & uploaded before bidding. **The physical original instruments/drafts should reach our above address prior to due date and time.** In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM. SC/ST Category having MSMED/NSIC Certificate should be specially mentioned. The EMD of the unsuccessful bidders will be returned after tender is finalised with the successful vendor**

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 are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

1.2 Digital Certificate authentication

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

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

2. Special Note

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

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

3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on BalmerLawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

PART-I

TECHO-COMMERCIAL BID

Scope of Work

1 PURPOSE AND SCOPE OF THE CONTRACT

- 1.1 To operate and manage the cargo handling and management operations at ICP, Raxaul in a commercial manner and to share the revenues as per contract.
- 1.2 The physical possession of the ICP and right to use the same will vest with Balmer Lawrie (BL)/ Successful bidder in the tender during the Contract period. The business of cargo terminal of ICP Raxaul and allied services shall be operated and managed by Successful bidder in accordance with Good Industry Practices and as per terms and conditions set out in this Contract.
- 1.3 After the expiry of Contract Period, the business of cargo terminal and allied services at ICP shall be handed over by bidder to BL.
- 1.4 For the achievement of objective of clause 1.1, 1.2 and 1.3 of this contract the terms and conditions, including responsibilities and obligations of the respective Parties, relationship for the operation and management of cargo terminal at ICP, Raxaul are provided below:

2 EXCLUSIVE RIGHT TO SUCCESSFUL BIDDER

- 2.1.1 BL shall facilitate the work during the Contract Period only.
- 2.1.2 The bidder will be required to do the following:
 - a) Hold, occupy, access, enter upon, use the ICP/ plots/ built up area/ units developed facilities for the purpose of operation and management of cargo terminal and allied activities at the ICP.
 - b) The right to determine, demand, charge, collect, enforce and periodically revise the charges and prices from the users remains with BL only.
 - c) Carry out any other strategic, commercial, construction, operational or business activity in relation to cargo terminal at ICP or allied services as instructed by BL.
- 2.2 The bidder shall be responsible to the customs and other statutory authorities for loading, unloading and safe custody of import / export goods at Cargo Terminal till the goods are cleared for home consumption /warehoused or transhipped or exported out of India, as the case may be.
- 2.3 BIDDER shall comply with all the provisions of section 45 of the Customs Act, 1962 as well as rules and regulations and instructions issued by the Central Board of Excise and Customs and the jurisdictional Commissioner of Customs and for that purpose.

3 RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BL

The following shall be the rights, obligations and responsibilities of the BL;

- 3.1 BL shall arrange handing over possession of the Cargo terminal or ICP-Raxaul to Successful bidder in the manner as provided in this Contract.
- 3.2 Subject to measures under their control BL shall assist Successful bidder to remove any inconvenience, obstruction or any kind of hindrance, with regard to usage of the cargo terminal or any permission required for ICP, in continuing the business and operations Of cargo terminal and related activities at the ICP. Successful bidder shall however deal directly with any inconvenience, obstruction or any kind of hindrance which can be settled at local level to ensure continuity in operations only after notifying BL.
- 3.3 Successful bidder shall assist BL to make all the arrangements, obtain and maintain all requisite regulatory approvals, licences or permissions, relating to construction of buildings, infrastructure, sheds etc. at the ICP. It is further agreed that in case of any objections/problems arising

during the period of this Contract because of the ownership of land /building or land used for cargo terminal operations, BL shall be responsible for getting the same remedied at their cost.

3.4 BL shall help and co-operate with Successful bidder in obtaining all the requisite approvals / permissions/ licenses / permits / consents to start or carry on the operations of cargo terminal and allied activities.

3.5 BL shall arrange suitable and periodical repairs & maintenance to the ICP at their cost so as to ensure safe, secure and smooth flow of cross-border movement of goods only after consent of BL or any other statutory body present at ICP. However, the day-to-day minor repairs as set out in shall be carried out by Successful bidder at its cost. For any other major repairs in the Cargo Terminal and colour/whitewash (with standard quality of paints and distempering) in the administrative block of cargo terminals will also be carried out by Successful bidder as instructed by BL at the cost and request of BL and with the prior approval of BL.

3.6 Successful bidder shall be entitled to receive consideration as per the terms of this Contract from BL **on monthly basis within 15 days of raising monthly invoices to BL**. Such consideration shall be subject to deduction of TDS as per Income Tax Act, 1961

3.7 The respective border guarding forces deployed at the borders of India shall be responsible for security around an Integrated Check Post. However, the bidder shall make its own arrangement for internal security, marshalling of trucks & trailers both inside and outside the premises and proper supervision of transaction in the cargo terminal area as per instructions of BL personnel at site.

4 RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF SUCCESSFUL BIDDER

The following shall be the rights, obligations and responsibilities of Successful bidder which the bidder undertakes to, perform and comply with:

4.1 Successful bidder shall operate and manage the cargo terminal and allied activities at the ICP in accordance with Good Industry Practices as prescribed by BIS/IS.

4.2 For any required permission for operation and management of cargo terminal, Successful bidder will assist BL in obtaining the same.

4.3 Successful bidder shall regulate entry/exit of trucks/vehicles carrying import & export goods through efficient traffic marshalling both inside ICP and the approach roads (if needed).

4.4 Successful bidder shall keep proper computerized record of imported goods, goods brought for export/cross-border movement through the BL software on real time basis. BL will arrange for the required software to be installed in the location and the vendor shall ensure proper connectivity for real time updation in the BL Software.

4.5 Successful bidder shall display or make available information of process or movement or handling of import/export goods.

4.6 Successful bidder shall not permit import/export goods to be removed from the custom area/cargo terminal, or otherwise dealt with, except in accordance with the permission from the custom authorities.

4.7 Successful bidder shall be responsible for safety and security of import and export goods, while in its custody.

4.8 Successful bidder shall abide by the provisions of the Customs Act and all applicable statutory laws and the applicable rules, regulations/notifications in discharge of its functions and will be solely responsible for compliance of regulatory Laws/Provisions.

4.9 Successful bidder shall deploy adequate trained/experienced manpower, contract labour/porters, and handling equipments for achieving optimum productivity level at the cargo terminal, as may be determined by BL from time to time, Successful bidder shall deploy such additional equipments as may be required for efficient running of the Cargo terminal.

4.10 Successful bidder shall coordinate with other agencies/ authorities working at ICP border in connection with operation and management of the cargo terminal.

4.11 Successful bidder shall arrange to obtain insurance of the equipments & manpower brought by Successful bidder, in the case of any mishap, at their cost and expense.

4.12 Successful bidder shall maintain proper records & MIS reporting of all financial transactions on behalf of BL in relation to cargo terminal operations and may be in a position to share any financial details as & when sought by BL.

4.13 Successful bidder shall arrange necessary repairs and maintenance of all plant, machinery and equipments brought by the said party at the ICP including regular calibration of weighbridges for the purpose of operating the cargo terminal at ICP, Raxaul.

4.14 Successful bidder shall ensure conformance of the activities with the requirements/obligations mandated by the respective authorities through various notifications, orders, rules and regulations including "Handling of Cargo in Customs Areas Regulations, 2009" as amended from time to time.

4.15 Successful bidder shall be responsible to provide/bear expenses in respect of: -

- i. Dedicated back-up lease line and adequate air-conditioning of space for Customs EDI system etc.
- ii. Computerized system for location/tracking of vehicles, accounting of goods and processing of documents.
- iii. Networking and other equipment for secure connectivity with Customs Automated System including for exchange of information with Customs and other ICP community partners.
- iv. Provision of vehicle for Customs.

v. Provide proper single accommodation and bear expenses for one BL personnel (estimated at ₹ 15 lacs approximately)

- vi. Any other expenses required for smooth functioning of ICP which would be notified by BL from time to time.

4.16 In case Successful bidder shall assist BL to sell the abandoned / warehoused goods by public auction or by tender or in any other lawful manner, BL shall apply the sale proceeds in accordance with provisions of section 150 of the Customs Act, 1962 and the rules made there under.

4.17 On completion /termination of this Contract Successful bidder shall be entitled to remove cranes, equipments and all other capital goods of movable nature brought in by Successful bidder without causing damage to the land, building and other immovable structure existing at the ICP.

4.18 Water & Electricity charges, day to day running (fuel consumption) and AMC of DG sets, weighbridges, AMC for outside electrical installations like poles, high mast, internal fittings in the godowns, office ACs, fire fighting equipments, water supply, etc, for the cargo terminal shall be borne by Successful bidder

4.19 The housekeeping of the Cargo Terminal building, open and covered area of godowns, parking including roads, paved area, pre & post monsoon cleaning of drainage system and grass/wild bushes cutting in the entire complex shall be the responsibility of Successful bidder

4.20 Minor day-to-day repairs of Cargo Terminal at ICP Raxaul will be the sole responsibility of Successful bidder and shall be carried out by Successful bidder for the items listed below, as referred under Clause 5.5.

4.21 The Successful bidder shall ensure that under no circumstances, charge any fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the BL is charged by the Successful bidder from the users. Printing of receipts shall be arranged by the Successful bidder at its own cost.

4.22 Fees cannot be changed by Successful bidder without prior sanction of BL. User fees needs to be displayed bilingually or trilingually in prominent places inside the ICP and no new fee will be charged till the display is changed.

LIST OF THE ITEMS FOR THE WORKS UNDER DAY TO DAY REPAIRS AN MAINTENANCE TO BE CARRIED OUT BY Successful bidder FOR CARGO TERMINAL AT ICP RAXAUL

Changing of water taps as per requirement.

Changing of wash basins in toilets as per requirement.

Changing of water closet as per requirement.

Changing of related toilet fittings.

Attending of rolling shutters for smooth operations except for full replacement.

Attending of water coolers for minor works like changing of fittings, PVC connections, down take pipe for disposal of water except of full replacement of water-coolers.

Fixing of doors/windows etc on detachment, fixing of glass panes in windows.

Attending of the electrical light points/replacement of boards, MCBs etc.

Replacing of mirrors in the washrooms as per need and also in the rooms of the officers as per the requirement.

Replacing of cables for shorter lengths for restoration of electric supply except for full re-cabling on expiry of life of cables.

Attending of minor roof leakages in the godowns as well as in the administrative blocks.

Changing of switches sockets and minor electrical fittings and fixtures.

Changing of locks in the doors, tower and sliding bolts etc.

Leakage from water supply pipelines, sanitary lines etc.

Replacement of ceramic tiles in the toilets etc.

Minor day to day repair & maintenance of DG set along with AMC to be done by the successful bidder.

Minor repairs of the tiles around the water coolers. However, the capital expenditure for replacement of entire tilling work is to be borne by BL.

AMC for various installations like Lorry Weighbridges including calibration, firefighting system, water system R.O. System after the defect liability period. Successful bidder shall deploy required manpower for operating these installations.

GENERAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA FOR TECHNO-COMMERCIAL BID

- a. Payment of Interest Free EMD of Rs. 3,00,000/-. (In case of MSMED /NSIC vendors , a photo of Certificate of MSME/ NSIC must be submitted for considering their exemption from EMD)

The EMD of successful bidder will be converted to 'Security Deposit (SD)' and will be returned after successful supply and installation and submission of performance bank guarantee(PBG) till the end of guarantee period in the final payment. The EMD of unsuccessful bidders shall be returned back after finalization of the tender. No interest will be paid against EMD & SD Tenders submitted without EMD shall be rejected. Tenderer (s) belongs to MSME/NSIC are not required to pay any EMD but they have to provide valid proof of their MSME/NSIC status along with UAN details.

- b. **The bidder should have experience in handling operations work at a ICP for a minimum period of (1 year as on 01.06.2018. Work Order copies or completion certificates for the ICP operations done to be submitted.**
- c. The bidder must have minimum average turnover of Rs. 90 lakhs for last three financial years ending FY 2016-17. Bidder must submit copies of audited Annual report/ Balance Sheet/ Profit & Loss statement/ CA certificate as an evidence to establish the Minimum average turnover criteria.
- d. Should not have been blacklisted by any PSU /Govt. Department (a self-certification is required).
- e. A self-declaration is required stating that bidder is not related to any Directors of BL.
 - f. A self-declaration by the bidder that they have visited the operations site ICP at Raxaul and have estimated the revenue and expenses on their own and that they are aware that BL cannot be

made responsible for giving any indicated business volume or any additional costs being incurred during the course of execution of Contract.

- g. GST registration is mandatory, or needs to be taken within 1 month of obtaining the work order.(Self declaration needs to be submitted)
- h. ESI and PF registration details are required and the same needs to be submitted within 3 months of obtaining Work Order. (Self declaration needs to be submitted)

The financial bids submitted by ineligible bidders shall be declared non-responsive

Documentary evidence has to be submitted along with Techno-Commercial bid &/ or uploaded at eproc portal of the bid.

01. SUBMISSION OF ONLINE BIDS

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

- [A] Technical / Commercial Bid [Unpriced]
- and
- [B] Price Bid

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

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

03. TENDER OPENING

- [A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

- [B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, price bid will be opened.

04. ACCEPTANCE OF OFFERS

- 4.1 BalmerLawrie 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 BalmerLawrie at any stage.
- 4.3. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

- 4.4 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.
- 4.5 Bids from the tenderer of same business will not be considered to avoid the conflict of interest.
- 4.6 **The Bidder is advised to visit the ICP at Raxaul and make an assessment of the Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract. The BL does not guarantee extent of Revenue during the contract period. A declaration stating that the bidder has made its own assessment about the revenue and expenses after visiting the site and from its own sources needs to be submitted along with the bid**

05. NEGOTIATIONS

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

06. Price Variation

- 6.1 The contract agreement on revenue sharing should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be kept valid **for acceptance** for a period of minimum 120 days from the date of opening the price Bid.

07. Consideration

Consideration that will be payable by Balmer Lawrie to the successful bidder shall be:

The percentage of retention applied on the gross revenue after reducing the amount payable/paid for the specific period to the handling contractor (i.e. Price Schedule-B as given in the "price bid- BOQ")

The successful bidder will be entitled to the above consideration subject to Balmer Lawrie receiving the Minimum Guarantee as indicated under price schedule A of "Price Bid" with final adjustment to be done on a half yearly basis in the subsequent month at the end of half yearly term from the time of commencement of work.

In other words, Balmer Lawrie must realize a minimum amount of Rs.2.50 Crores per annum from this operation which will be computed on a quarterly basis. BL should get this minimum guarantee irrespective of level of operation and it shall be the responsibility of the successful bidder to first meet this liability to BL.

Further, BL shall reimburse to the successful bidder at the agreed rates the amount of handling charges payable to the "handling contractor" against which the billing has been made during the relevant month and included in the gross revenue for the month. The amount payable shall not be higher than the published tariff based on which the user is billed in ICP. The payment for handling charges shall be made upon submission of proper invoices.

Gross revenue would mean aggregate of all revenues collected from operations and management of the cargo Operations at ICP-Raxaul (Bihar) minus the amount paid to the Handling Contractor, if any which includes but not limited to

1. All revenue realized from pest control services within the ICP
2. Income from Dwell time/Storage charges from Cargo
3. Income from parking/entry fee levied on trucks/other vehicles carrying import & export goods
4. Weighment Charges
5. Any other charges as notified by BL.

08. NOTIFICATION OF AWARD

Prior to the expiration of the period of Bid validity, BL will place work order or letter of intent on the successful bidder(s). The letter of acceptance along with the security deposit is to be submitted within 15 days of notification by e-mail

9. TENDER EVALUATION

- 9.1 Selection will be done based on the quotation given by the bidder in Price Bid-BOQ.
- 9.2 Total marks will be 10. Criteria-B - Retention of Revenue will carry maximum marks of 7 (seven) and Criteria A -Minimum Guarantee of revenue will carry maximum marks of 3 (three).
- 9.3 The bidder quoting lowest "Percentage of Retention" in criteria B will be given maximum marks 7 (seven) and other bidders will be given marks as per percentage obtained against the highest bid. However for Criteria-A the bidder quoting highest "Minimum Guaranteed Revenue" will be given maximum marks 3 (three) and other bidders will be given marks as per percentage obtained against the highest bid.
- 9.4 The successful bidder will be the one who receives the maximum marks against total marks 10 (ten).

[An example for evaluation of marks for different scenarios in mentioned as Annex-3 at the end of this document]

10. Contract PERIOD

The contract will be valid for period of two years from the date of LOI/Work Order.

11. Payment Terms

All invoices alongwith GST for the collection from operations (as per clause no 7) would be raised in the name of Balmer Lawrie & Co Ltd through BL's own billing software.

The Successful bidder shall remit the agreed amount w.r.t. profit sharing of BL alongwith full GST collected during that month within 7th working day of the Corresponding month and in case it is a holiday it has to be remitted within the next working day through RTGS, drawn in favour Balmer Lawrie & Co Ltd. The Minimum Guaranteed revenue needs to be remitted within one month of end of every year of the contract period. The monthly GST invoice of vendor for its share of revenue to reach in hard copy within 10th of every month. The GST portion of the invoice raised by bidder would be paid within 15 days of submission of bill to BL.

In case the Successful bidder fails to submit the remittable amount as per timeline specified in para above, then bidder is liable to pay the bank interest charge @12% per annum till the date the total amount is remitted to BL.

12. SECURITY DEPOSIT/Performance Guarantee

Along with LOA the successful Bidder shall furnish to BL the Performance Security consisting of Bank Guarantee amounting to Rs. 2,50,00,000/- (Rupees Two Crore fifty lakhs only) issued by a Scheduled Bank in India, in favour of the Balmer Lawrie & Company Limited and payable at Kolkata valid for a period of 30 months from the date of LOA.

The Performance Security shall be forfeited and appropriated by the BL as mutually agreed genuine pre-estimated compensation and as damages payable to the Authority for inter-alia, time, cost and effort of the BL, without prejudice to any other right or remedy that may be available to the BL hereunder, or otherwise, under the following circumstances :

- (a) if the successful Bidder fails to sign the Contract;
- (b) in case the Selected Bidder having signed the Contract Agreement commits any breach thereof.
- (c) In case any Conflict of interest is observed and established during course of Contract.
- (d) If the contract is terminated due to malafide practices

13. TAXES

GST & other taxes as applicable will be applied. GST registration needs to be there.

14. SUB-LETTING OF WORK

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

15. INSURANCE & Labour laws

All insurances for cargo and other mandatory insurances need to be taken by the contractor. Labour laws as per Government of India needs to be complied.

16. Alternative Arrangement

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 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 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.

17. INDEMNITY

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment's employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to ICP operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

18. PRE- BID MEETING

On downloading the tender document the intending bidder is requested to review the document and send all queries in written form to any one of the contact persons mentioned below within 10 days of hosting the tender and the Pre-Bid meeting shall be organized in next 3 days (**date specified in page 3 of this document**). As this is a specialized work, attending the pre-bid meeting is mandatory. Prospective & willing vendors are required to contact any of the following persons for intimation of the date of Pre-bid meeting.

[1] Mr. Abhrajit Sett, Dy.Manager[Commercial]. PH: 033-24506811, sett.a@balmerlawrie.com

[1] Mr. Gautam Paul, Sr.Manager[T&L]. PH: 033-24506816 , paul.g@balmerlawrie.com

19. Force Majeure Conditions:

19.1 If the performance of obligations under this Contract is prevented, restricted or interfered with by reason of any contingencies which are outside the control of the Party, the Party so affected shall not be liable to perform the terms of the Contract to the extent of such prevention, restriction or interference. Such contingencies shall be limited to flood, fire, earthquake, explosions, riots, acts of terrorism, Acts of God, Acts of Government and war, whether declared or not, or enemy action, strikes, civil commotion and similar events which are absolutely beyond the control of the party.

19.2 The obligation to perform during the period of and under this Contract shall arise again immediately upon the termination of the contingency or such moderation of the contingency so that performance is no longer prevented, restricted or interfered with.

19.3 Any Party desiring to invoke force majeure shall notify the other Party of the occurrence of the contingency in question subject to approval of BL.

19.4 In the event the force majeure situation continues for a period exceeding 180 days, in any spell, the Contract should be further extended beyond the period to the extent operations were affected by force majeure conditions in any spell.

20. 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.

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.

DECLARATION

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

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax 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	PF & ESI registration no.	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

PRICE BID – BOQ
Format for Commercial/Price/Financial Bid.

Notice Inviting Tender for appointment of Operating Agency for the Cargo Terminal at ICP-Raxaul (Bihar).

A	Minimum Guaranteed revenue to BL per annum (should not be less then ₹ 2,50,00,000) (Rupees Two Crore fifty lakhs only)	In figure In words.....
B	Percentage of Retention of Gross revenue by Successful Bidder (as defined in clause no 7) which shall not be more than 44.7 % of gross revenue, as defined in Clause 7 in the Tender	In figure Percentage In words..... Percentage

Note:

- (i)** The Percentage of revenue is exclusive of GST or any other applicable tax/cess.
- (ii)** If there is any discrepancy in the rates quoted in figure and in words, the higher of two will be considered.

Annexure-2 –List of equipment to be deployed

SL No.	Equipment	Owned	Will be rented

Annexure-3 : Selection Criteria [as described in clause no 9 of Gen T&C of NIT]

1. Selection will be based on the figures quoted given by the bidder in the prescribed format at Price-Bid BOQ.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
 eTender No.:BL- CFS-KOL/ICPRaxaulOPSICPRaxaul/18-19/RT

2. Price-Bid BOQ provides two columns i.e. minimum Guaranteed revenue(MGR) by BL (Criteria-A) and Percentage of Retention of Gross revenue(PoR) by Successful Bidder (Criteria-B).
3. Total marks will be Ten(10). Criteria – A (MGR) will carry a maximum mark of 3(Three) marks and Criteria-B (PoR) will carry maximum marks of 7 (seven).
4. The highest Bidder in criteria- A (MGR) will be given maximum 3 (Three) marks and other bidders will be given marks as per the percentage obtained against the highest Value. The bidder quoting the highest value will get maximum marks.
5. However, the lowest bidder in Criteria – B (Percentage of Retention in percentage points) will be given maximum marks of 7 (seven) and other bidders will be given marks as per the percentage obtained against the lowest bid value. The bidder quoting the lowest value will get maximum marks.
6. The successful bidder will be the bidder who obtain maximum marks against the total marks of 10(Ten).
7. Explanation of selection methodology through example.
 - (i) Total bidders assumed as 3 (three) i.e. A,B,C and quots of A,B,C against selection criteria is as follows:-

<u>Criteria-A</u>	<u>Criteria-B</u>
(MGR by BL)	(Percentage of Retention of Gross revenue) by successful bidder
A. Rs. 2.6 Crore	44%
B. Rs. 2.8 Crore	40%
C. Rs. 2.5 crore	37%

(ii) Marks against Criteria –A

<u>Quote</u>	<u>Percentage</u>	<u>Marks</u>
A. Rs. 2.6 crore	92.85 [= {1-(2.8-2.6)/2.8}x100]	2.78[=(92.85/100)x3]
B. Rs. 2.8 crore	100	3.00
C. Rs. 2.5 crore	89.28 [= {1-(2.8-2.5)/2.8}x100]	2.67[=(89.28/100)x3]

(iii) Marks against Criteria –B

<u>Quote</u>	<u>Percentage</u>	<u>Marks</u>
A. 44	81.08[={1-(44-37)/37}x100]	5.67 [=(81.08/100)x7]
B. 40	91.89[={1-(40-37)/37}x100]	6.43 [=(91.89/100)x7]
C. 37	100	7.00

(iv) Total Marks

<u>Criteria-A</u>		<u>Criteria-B</u>		<u>Total</u>
A. 2.78	+	5.67	=	8.45
B. 3.00	+	6.43	=	9.43
C. 2.67	+	7.00	=	9.67

(v) Conclusion

Successful bidder is C.