

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

Tender No : - BL-CFS/KOL/MGR-TAG/18-19



**BALMER LAWRIE & CO. LTD.**

Container Freight Station  
P-3/1, Transport Depot Road  
Kolkata – 700 088

Phone No. 2450-6810 & 811

Fax No. 2449-8355

Email No.: sett.a@balmerlawrie.com

Tender No: BL-CFS/KOL/MGR-TAG/18-19

**Tender Document for**

[ TENDER FOR RENDERING SERVICES FOR POSITIONING RFID-TAG  
ON CONTAINERS COMING THROUGH RAKE FROM KOPT TO CFS  
OR VICE VERSA]

**DUE DATE & TIME: [ 22/01/2019 by 15:00 Hrs ]**

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**Fax No. – 2449-8355**  
**E-mail No : [sett.a@balmerlawrie.com](mailto:sett.a@balmerlawrie.com)**

**NOTICE INVITING TENDER**

**TENDER NO. BL-CFS/KOL/MGR-TAG/18-19**

**DATE-12.01.2019**

**NOTICE INVITING TENDER**

Sealed tenders in Single Bid System are invited from registered vendors of Balmer Lawrie, who fulfill the eligibility criteria indicated in General Terms & Conditions subsequently, for undertaking the subject contract for **[TENDER FOR RENDERING SERVICES FOR POSITIONING RFID-TAG ON CONTAINERS COMING THROUGH RAKE FROM KOPT TO CFS OR VICE VERSA]**

Tenderers are advised to download the Tender Document along with terms and conditions from our web site “www.balmerlawrie.com”. Interested parties may please inspect the site and understand the job-scope on ground before submitting quote.

The offer against Tender, complete in all respect and sealed in a Single envelope should reach the office of the undersigned latest by 3-00 PM on 22/01/2019 , super scribing the Name & Tender Ref. No. and the last date of submission, on the envelop.

Interested parties are advised to quote their rates in conjunction with compliance of all Terms & Conditions, specification and Price Bid as stipulated in this NIT.

<b>S. No</b>	<b>Description</b>	<b>Details</b>
<b>1</b>	Name of Work	TENDER FOR RENDERING SERVICES FOR POSITIONING RFID-TAG ON CONTAINERS COMING THROUGH RAKE FROM KOPT TO CFS OR VICE VERSA
<b>2</b>	Tender No	BL-CFS/KOL/MGR-TAG/18-19
<b>3</b>	Validity Of Offer	90 days from the due date of submission of the tender.
<b>4</b>	Contract Period	Two years
<b>5</b>	EMD	Rs.3000.00 [MSME / NSIC bidders under micro

		and small category are exempted from submission of EMD]
<b>6</b>	Submission of Tender :	
	a. Starts on	12.01.2019
	b. Closes on	22.01.2019
<b>7</b>	Opening of Tenders	22.01.2019 till 6PM

**1. LIST OF DOCUMENTS TO BE ATTACHED WITH THE TENDER**

The photocopies of following documents should be attached with the tender bid which may be verified with original:

- a. Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- b. Income Tax PAN number
- c. Trade Licence.

**2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative may be required to come to our office **POSITIVELY** as intimated along with all original documents, photo copies of which have been submitted with the 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 put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.
- g. Bids of any tender may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
- h. Party conforming with the tender conditions and quoting the lowest rates in totality may be selected.

**3. FILLING OF TENDER DOCUMENTS**

- a. The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- b. The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.

- c. Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- d. The sole proprietor or authorised representative shall sign all documents as required. 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 produced.

**4. SUBMISSION OF TENDER :**

The tender in prescribed format to be submitted superscribing “TENDER FOR RENDERING SERVICES FOR POSITIONING RFID-TAG ON IN-BOUND CONTAINERS COMING THROUGH RAKE FROM KOPT TO CFS”, with reference Tender No. and date.

**5. SITE VISIT :**

Parties are advised to check the job area physically before quoting the rates.

**SCOPE OF WORK & RESPONSIBILITY**

- The rate should be quoted per container basis as per format enclosed as ‘Price Schedule’ which should be inclusive of all cost i.e. workmen, tools & tackles etc.
- Workmen engaged for the job should be covered under ESI/PF and contractor will be solely responsible for any accident/death to the workmen engaged for the said job at CFS.
- The workmen should be with well physique and would be competent to deliver such physical activities like climbing on the ladder as well as top of the containers during positioning on the wagon and to be able for coopering, lashing, chocking etc.
- The contractor should be able to provide the services after placement of verbal/official work order as and when required. There will be no guarantee of work.
- Work entrusted should be completed within the time frame stipulated by the Company.
- Any delay in completing the work may attract penalty if imposed by our customer.
- Workmen engaged should follow rules & regulations of the company while working inside CFS and they should not claim/take any money from our customers.

**GENERAL TERMS AND CONDITIONS:**

**1. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of EMD for Rs. [3,000/-]. However, MSME/ NSIC bidders under micro and small category are exempted from submission of EMD.
- b) Experience of Executing similar work at any CFS/Dock within KoPT area for a minimum period of 1 *year*
- c) GST registration number
- d) Trade Licence

**2. RATE :**

The rates should be quoted as per Price Bid format only which shall be all inclusive. However, GST shall be paid by BL extra at the prevailing rate.

**3. PAYMENT:**

Payment will be made within 30 [thirty days] from the date of submission of monthly bills after conducting the required services for preceding month.

**4. VALIDITY OF OFFER :**

Offer should be valid for 120 days for acceptance by BL from the due date of submission of the Tender. Rate quoted shall remain firm during the contract period and for extended period if mutually agreed upon.

**5. CONTRACT PERIOD :**

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

**6. COMPLIANCES:**

The services as and when required would be done by persons authorized with permit by the party for carrying out the servicing/ spraying job. Such persons should be covered under All statutory and other obligations regarding such persons would be with the vendor. BL reserves the right to make statutory deductions from bills if required by the law of the land. It shall be responsibility of the contractor to ensure that he conforms to the various provisions of statutory Acts as detailed below wherever applicable in respect of contract labour to be engaged by him. He shall also indemnify the Company against all losses/claims in respect of injuries to any contract labour engaged by him or physical damage to any Company property whatsoever, arising out of the execution of the work/carrying out of the contract. The contractor shall also indemnify the Company against claims or losses arising on account of non compliance of statutory provisions or for any reason whatsoever in respect of the various Acts mentioned below or any other Act not mentioned hereunder as and when applicable :

- Contract Labour (Regulations & Abolitions) Act 1970

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- Employees Provident Fund & Miscellaneous Provision Act 1952
- Employees State Insurance Act 1948
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Employees' Compensation Act 1923
- Payment of Bonus Act 1965

**7. TERMINATION :**

The contract may be terminated by either party by giving at least two months notice. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only.

**8. ACCEPTANCE OF OFFERS**

- a. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- b. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- c. Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- d. Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- e. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

**9. SECURITY DEPOSIT / EMD**

A non-interest bearing Earnest Money Deposit of [Rs.3000/-] by way of DD/PO Bank Draft shall be deposited with the Company along with Bid Submission. In case of successful bidder this EMD shall be converted into Security Deposit and the same shall be retained till completion of the contract/extended contract period. EMD of unsuccessful bidder shall be refunded after BL's awarding the contract to successful vendor.

**10. 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 other firm at the 'Risk & Cost' of the contract.

**11. FORCE MAJEURE CONDITIONS :**

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

**12. 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 Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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 Tender No. BL-CFS/KOL/PEST CONTROL/18-19 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :



**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return uploaded	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy of GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSEMD Act	
<b>15</b>	In case registered under MSME provide registration number and copy of registration certificate.	
<b>16</b>	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

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**Price Schedule**

Sl.No.	Description of Work	Rate per Container
01	Fixing of RFID Tag on 20ft/40ft Containers coming through Wagon from KoPT to our CFS-Kol for both export and import containers including lashing, chocking etc. as and when required.  Estimated Quantity: 5000 Containers (approx.)	In Figure Rs.  In Word [Rupees]

**Note:**

- [a] Rate should be inclusive of all taxes/duties but GST if any may be charged extra
- [b] Rate is valid from the date of contract/work order of Balmer Lawrie & Co. Ltd. till end of the contract.
- [c] Rate should be quoted both in figures and words
- [d] Bids of any tenderer may be rejected if a conflict of interest between the bidder and the Company (Balmer Lawrie) is detected at any stage.
- [e] Our Company reserves the rights to cancel the tender/offers without assigning any reason whatsoever.

Place :

Signature :

Date :

Name of the Signatory:

Seal

Designation

Name of the Company