



Balmer Lawrie & Co. Ltd

(A Govt. of India Enterprise)
Container Freight Station – Kolkata
P-3/1, Transport Depot Road
Kolkata – 700 088
CIN-LI5492WB1924GOI004835

Ph No.:24506806/24506818
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Email No.: sett.a@balmerlawrie.com

TENDER DOCUMENT FOR
ENGAGEMENT OF CONTRACTOR FOR LIASONING
WITH DOCK OPERATIONS FOR REMOVAL
OF CONTAINERS

e-Tender No : BL/CFS/KOL/DOCK.LIASON/18-19

DUE DATE & TIME OF SUBMISSION

On 29.03.2019 till 6.00pm

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NOTICE INVITING TENDER

On line bids **in two 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 **ENGAGEMENT OF CONTRACTOR FOR LIASONING WITH DOCK OPERATIONS FOR REMOVAL OF CONTAINER**

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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	ENGAGEMENT OF CONTRACTOR FOR LIASONING WITH DOCK OPERATIONS FOR REMOVAL OF CONTAINER
2	Tender No	BL/CFS/KOL/DOCK.LIASON/18-19
3	Validity Of Offer	120 days from the date of opening of the price bid.
4	Contract Period	2 Years to be extendable by 1 year upon mutual consent.
5	Tender Fee	NIL
6	EMD	₹ 50,000.00(MSME/NSIC Reg. Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	09.03.2019
	b. Closes on	29.03.2019 till 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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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
- Income Tax PAN number
- GST** Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- 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.

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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 ₹ **50,000/- (Rupees Fifty thousand only)**, by Demand Draft/Pay Order/RTS/NEFT/IMPS at our above address. , The DD/PO/RTGS/NEFT/IMPS (RTGS details given below) for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. However **(MSME/NSIC Reg. Vendors under Micro and small category are exempted from EMD** subject to their submission of valid relevant certificate Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. However, MSME/NSIC vendors are being exempted from submission of 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.** 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.**

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.

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

The Company reserves the right to accept or reject any bid without assigning any reason thereof. 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 at 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.

1.1. 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

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		

1.2 Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (**Class 2B & above with signing & encryption**) 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.

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

4. Bank Details for RTGS details

NAME : BALMER LAWRIE & CO LTD

PERMANENT ACCOUNT NUMBER (PAN) : AABCB0984E

NAME OF BANK : STANDARD CHARTERED BANK

BRANCH NAME : 19, N.S. ROAD

BRANCH PLACE: KOLKATA

BRANCH CITY : KOLKATA

PIN CODE : 700001

MICR NO : 000036000

NEFT/ RTGS IFSC CODE : SCBL0036008

ACCOUNT NO (As appearing on cheque) : 331-0-5122876

TYPE OF ACCOUNT : CURRENT

SCOPE OF WORK AND TASK & RESPONSIBILITY.

Area of activity to protect the interest of Removal.

- 1) Obtain permission from AC/DC. Customs.
- 2) Checking of Form-1 through POMS system for upload all data from ICE gate to POMS system.
- 3) Filing for payment of port charges as per S/lines or instruction.
- 4) Submission of all paid Form-1 to port shed for checking & filing manually as per KDS of KOPT system of work.
- 5) Checking of updation of landing of container in POMS system of KOPT.
- 6) Generation of SDO number through POMS as per KOPT system of work.
- 7) Segregation of ODC container for allotment of transporter for arrangement of semi low bed/Low bed trailer.
- 8) Segregation of Haz-1 to obtained permission from Shed Foreman for placement of trailer at vessel hook.
- 9) Submission of port permission at the time of off loading of container containing Haz-1 cargo to port super cargo & LS.
- 10) Physical identification of container at port.
- 11) Receipt of trailer no. & verify of valid CPL for Preparation of WGP through our nominated vendor.
- 12) Endorsement of WGP from in gate to enter empty trailers for loading of containers through our transporters.
- 13) Arrangement of proper loading of container to our nominated transporter's trailers with the help of KOPT nominated equipment after taking necessary endorsement through port system.
- 14) Completion of documentation endorsement from KOPT officials & arrangement in POMS for updation of loading equipment & other information as per port rule.
- 15) Submission of Form I & Form 2 duly prepared & endorsed by BL authorised representative to customs officials for verification of shipping lines seal for allow removal of containers after endorsement from customs.
- 16) Submission to port shed for taking delivery after completion of system base formalities including the necessary endorsement.
- 17) Submission of Form 2 along with endorsed WGP for gate warder endorsement.
- 18) CISF checking of container with all documents for rolling the loaded trailers.
- 19) In addition with co ordination with port & customs for arrangement of removal of containers like damage container ,Preventive officer escorting needed as case to case basis or taking the permission for offloading of ODC container for any unavoidable situation occurred.
- 20) Processing of port claim to refund the excess payment made ei on behalf of BL or Shipping lines account.

Tasks & responsibility.

The vendor is responsible to absorb any type of expenses incurred for speedy completion of removal formalities for faster removal of containers as per requirement of trade and also to ensure increase number of trips of transporter trailer for movement of more containers with timeframe.

- 1) Co-ordination with Balmer Lawrie officials for taking different endorsement as per port rules to avoid any delay in removal.
- 2) Vendor is responsible for checking of Form 1 through POMS through port officials to avoid for any wrong entry of consignment prior to payment of port charges.
- 3) Vendor is responsible for faster debit of port charges through S/lines or our accounts as per port rules according to the instruction of BL officials.
- 4) Vendor is responsible to file the paid Form-1 as per port rule and also initiated with port officials to complete all system based formalities to avoid any delay in removal .
- 5) Vendor is responsible to deal with our transporters representative like Driver/Khalasi or Supervisor for making arrangement of placement trailers within the stipulated time to avoid any delay in removal.
- 6) Vendor is responsible to intimate the transporter representative or their driver about the location of container where the trailer will be placed and also responsible for arrangement of loading with the help of KOPT equipment as per port rules within the stipulated time generally loaded by other users at port to ensure the multiple trips of transporter vehicle.
- 7) Vendor is responsible to take the challenges of all sort of incidents and any type of expenses require for faster movement of container to making the multiple trip of trailer to protect the transporter/BL 's interest for faster removal.
- 8) Vendor is responsible for any expenses require to complete all Customs formalities including the checking of shipping lines seal of container & endorsement on Form-2
- 9) Vendor is responsible to resolve the issue in case of any discrepancy found after loading of containers on trailers and similarly the vendor is responsible for any type of expenses for such activity.
- 10) Vendor is responsible to take up with port officials for any odd incident occurred to release the loaded trailers without any delay in removal of containers or proper utilization of trailers to avoid delay in removal and also to be ensure that BL will not require to take any liability for such incidents.
- 11) Vendor is responsible for any wrong debit while debiting the charges from port deposit account & they have to arrange to refund from port authority.

GENERAL TERMS & CONDITIONS

1.0 Pre-Qualification Criterion

- [1] Deposit of Earnest Money of Rs.50,000/- (MSME/NSIC Reg. Vendors under Micro and small category are exempted from submission of EMD).
- [2] Minimum Experience of 1 year in working in Dock Liason job for any Dock/ICD/CFS in Kolkata area.
- [3] Average turnover of Rs.30 Lacs per financial year during last three years. (IT Return/Balance Sheet-P&L report/CA certificate to be submitted in this regard)
- [4] Bidder must have PF & ESI registration.
- [5] 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.

1. Submission Of Online Bids

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

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

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

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

3. Tender Opening

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

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

- [B] Price Bid Opening

4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 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.
- 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 (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

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

6. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever 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 minimum period of 120 days from the last date for submission of tender

7. Notification Of Award

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

8. Contract Period

The contract will be for a period of **[24 months effective from the place of LOI/ WO]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **12 months**, the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

9. Performance Guarantee

Performance Guarantee for **[Rs.2 lakhs]** has to be submitted in the form of a Bank Guarantee, as per prescribed format of the Company, to cover the "Risk & Cost" of any damages. The Performance Bank Guarantee should be valid for a period of 18 (eighteen) months from the date of commencement of contract. In the event of extension of contract for a further period 1(one) year after initial contract period of 1 year, the Performance Guarantee in form of BG/DD/RTGS/NEFT will be required to be extended for 30 (thirty) months.

Alternatively successful bidder may agree that 5% payment from every bill would be deducted and retained by BL till end of Contract plus 6 months claim period. In that case the EMD money would be retained as part of Security Deposit. Maximum amount to be retained through EMD & 5% deduction would be Rs.2.0 lakhs. In case bidder is MSME/NSIC then the equivalent amount has to be deposited by DD/RTGS/BG.

This performance guarantee will not bear any interest.

10. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would be retained till Performance Guarantee deposit is submitted. The EMD of unsuccessful bidder will be returned after finalization of the contract.

11. Volume

Anticipated volume to be handled are mentioned in "PRICE SCHEDULE". This is purely an estimate. No claim shall be entertained in the event; the volume of work is substantially different. The contractor should also be prepared to increase the manpower in case volumes of business are higher than anticipated.

12. Payment Terms

Payment will be made on monthly cycle basis in the following month within 15 (Five) working days of submission of bills duly certified by company officials with all relevant supporting documents.

13. Sub-letting of Work

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

14. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

15.0 Labour Law

- a) Contractor shall comply with all the provisions of all applicable labour legislations of the State/Central Government or any competent authority in respect of all work person employed by them in executing the contract.
- b) The contractor shall ensure that any authorized sub-contractor under them similarly comply with the above requirements.
- c) The contractor shall be responsible to bear cost and expenses whatsoever arising out of any failure on the part of contract 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.
- d) The contractor or any of its authorized sub-contractor shall pay to its employees Minimum Wages as revised from time to time. If the workers employed by the Contractor or any of its authorized sub-contractors work on piece rate basis , such Contractors or its authorized Sub contractors shall pay minimum wages in line with Section 17 of the Minimum Wages Act, 1948.

- e) The contractor or any of its authorized sub-contractor shall disburse wages in the presence of a representative of the Principal employer and shall maintain wages registers as per the Contract Labour (R&A) Act and Rules ,1970. The registers shall be produced for inspection as and when called for.
- f) Contractor shall be responsible to settle all the disputes with the employees engaged by them or by any authorized sub-contractor.
- g) The Contractor or any of its authorized sub-contractor shall maintain the requisite records in prescribed forms as mandated under the Contract Labour (R&A) Act,1970 or any other statutes like Minimum Wage Act,1948, Payment of Wages Act., 1936, Employees' Compensation Act. 1923, Provident Act. 1952, Gratuity Act.1972, Employees State Insurance Act. 1948, Payment of Bonus Act. 1965. It shall be incumbent upon the contractor to produce such records when called for.
- h) Contract workers deployed by the Contractor or of any of its authorized sub-contractor shall not claim or have any claim for employment in the Company (BL)
- i) 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/comply with all the requirements and maintain information as per the registers/forms as required under the Minimum Wages Act,1948, Payment of Wages Act., 1936, Employees' Compensation Act. 1923, Contract Labour (Regulation & Abolition) Act. 1970, Provident Act. 1952, Gratuity Act.1972, Employees State Insurance Act. 1948, Payment of Bonus Act. 1965 and all other applicable labour legislations and statutory Acts governing this contract.
- j) Any penalty or other loss accruing to BL on account of violation of any of applicable Statutes or loss on account of Industrial Relations shall be the sole responsibility of the Contractor including its sub-contractor and they shall compensate BL for the same.
- k) The contract workers or any of its authorized sub contractors shall be provided ESI and PF coverage and to this extent the Contractor shall provide appropriate documents to BL.

Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.

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 for the services rendered other than the rates fixed by the company.

16. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

17. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

18. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing.

However, 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 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 stated under clause 19.0 (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 agents of Balmer Lawrie & Co. Ltd. [BL]
- 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.

19.0 Dock Conditions

It will be imperative on each tenderer to fully acquaint themselves of all local conditions and factors which may affect on the execution of the works covered under this contract. Balmer Lawrie shall not entertain any request for clarification from the tenderer, regarding such local/dock conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender bid. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by Balmer Lawrie. Neither any change in the schedule of the contract nor any financial adjustments arising thereof shall be permitted by Balmer Lawrie, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

20.0 Alternative Arrangement

In absence of timely and proper performance by the contractor, Balmer Lawrie [BL] 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 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.

21. Force Majeure Conditions:

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

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22. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

DECLARATION

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

Place :

Signature:

Date:

Name :

Office Seal:

Designation:

Tel No. :

ANNEXURE – A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Enclosed	
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	If MSME vendor is SC/ST to be mentioned and Certificate to be attached	

PRICE SCHEDULE

Sl.No	Description of work	Qty	Unit	Rate	Amount
1	Per Container removal rate from Dock to CFS (both import/export).	2200 containers per month	nos		

Note : 1. Quantity mentioned above is only indicative. There is no minimum guaranteed quantity for the Contract.

2. All taxes and duties to be inclusive in the quoted rate. GST to remain as extra

Place :

Signature:

Date:

Name :

Office Seal:

Designation: