



**BALMER LAWRIE & CO. LTD.**

CONTAINER FREIGHT STATION

*[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707*

*Phone No 2724 0466 /2724 2988, Fax No. 2724 2943*

*E-mail:[ koli.ka@balmerlawrie.com]*

CIN - L15492WB1924GOI004835

e- TENDER NO: BL/CFS/MUM/672

**TECHNICAL / COMMERCIAL BID**

Tender Document for

***[Engagement of Surveyor for Carrying out Survey job]***

**DUE DATE & TIME: [ 15/11/2019 AT 5.00 PM ]**

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## **NOTICE INVITING E-TENDER**

On line bids in two bid system are invited from the reputed and experienced contractors who undertake Survey work at any CFS serving ports at Nhava Sheva and fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading "General Terms & Conditions" , for undertaking the contract for **Engagement of Surveyor for Carrying out Survey job at our Container Freight Station , Plot no.1, Sector-7, Dronagiri Node, Navi mumbai- 400707** with effect from the date of issuance of our Letter of Intent(LOI)/Work Order(WO).

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	<b><i>Engagement of Surveyor for Carrying out Survey job</i></b>
2	Tender No	<b>BL/CFS/MUM/672</b>
3	Validity Of Offer	120 days from the last date of submission of bid
4	Contract Period	01/01/2020 to 28.02.2022
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Rs.2,00,000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>01/11/2019 at 5.00PM</b>
	b. Closes on	<b>15/11/2019 at 5.00 PM</b>
8	Opening of Tenders	<b>15/11/2019 at 5.30 PM</b>

### **A. 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 for bidders other than sole proprietor.
- 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 certificate copy.
- d. GST Registration certificate copy
- e. Experience in operating as a surveyor at a CFS serving ports at Nhava Sheva for a minimum period of **[3 years as on 31.03.2018] – (Upload experience certificates of clients).**
- f. Certificate from bankers about financial soundness.

**In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.**

## B. VERIFICATION OF DOCUMENTS

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

## **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. Interested parties submit an interest free EMD of Rs. [2,00,000/- (*Rupees Two Lakhs only*)] by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at [Mumbai /Navi Mumbai]. EMD can be submitted by way of Bank Guarantee in prescribed format of the company. Copies of the instruments (DD/PO/BG) evidencing payment OF EMD should be scanned & uploaded before bidding. **Parties with Valid MSMED/ NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificates should specifically mention. 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 documents / 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.**

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

### **1. Procedure to submit On-line Bids**

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

### 1.1 Registration with e-procurement platform

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a> Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66866608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

### 1.2 Digital Certificate authentication

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

All the bidders who do not have digital certificates need to obtain 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.
- 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 Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 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 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.

## **DETAILS OF OUR REQUIREMENTS**

### **[1] Brief description of work**

Survey of Import/Export Cargo and Loaded/Empty containers and generation of necessary reports. Bidders are requested to go through **Annexure-B** thoroughly before quoting the rate for detailed description of work for Import Cycle and Export Cycle etc.. The list is merely illustrative and not exhaustive.

Company is having on line computerization of all operational data, report etc. through a suitable software program. The surveying company will take full responsibility to introduce the same in their area of operation by positioning their own hardware compatible to the software developed. For this purpose the personnel deputed to CFS should have required qualification and experience to operate computer. The required software will be installed by us in the PC to be provided by surveying company.

The surveyor will have to render necessary assistance to Balmer Lawrie in preparation and lodgement of all claims including insurance pertaining to cargo and container without any additional charge.

### **[02] Normal operating hours**

The contractor will be obliged to provide services round the clock  
**[24 hrs x 7 days].**

## **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

**The detailed scope of work which the successful tenderer would have to undertake is prescribed in Annexure-B**

The list is illustrative and not exhaustive, and the contractor will arrange for necessary survey operations as and when required and as instructed by the Company officials.

### **1. Deployment Of Manpower & Working Hours**

The Contractor should provide all safety equipments (including reflective jackets, safety shoes etc) required by all their workmen for discharging their work. The Company will not be responsible for non adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy.

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

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

The contractor will have to provide services round the clock (24 hours x 7 days)

It will be the duty of the Contractor to engage adequate number of efficient and effective Managers, Supervisors etc at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.

The Contractor will have to submit a list of their equipments and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter CFS. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.

## **GENERAL TERMS AND CONDITIONS**

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

- a) Payment of Interest Free EMD of Rs. [2,00,000/-].
- b). Bidder Should have at least three years' experience in doing survey work at any CFSs IN Nhava Sheva as on 31.03.2018 (Proof to be attached).
- c). Bidder Should have minimum average turnover of Rs. 80.00 lakhs per year during the last 3 financial years ending 31.03.18 [Copy of Certificate of Chartered Accountant Or P&L Account/Balance Sheet to be enclosed].
- d )At least one person working with the Bidder must have valid Marine Surveyor License issued by the Ministry or Statutory Authority. (Proof to be attached).
- e) Bidder must be in position to place at least one person with valid IICL certificate at our CFS. (Proof to be attached).
- f) Successful Bidder shall have to nominate a duly authorized official to coordinate the entire survey work at our CFS and shall be available on call for any emergent need. He/She must visit our CFS at least twice a week and/or for any emergent need, as and when required. In this regard, undertaking to be submitted.
- g) At least one Supervisor shall be deployed on regular basis for day-to-day supervision and coordination of the survey operations at our CFS. In this regard, undertaking to be submitted.
- h) The bidder should not be black listed ever in the past in any of the PSU's or private organizations and a self-certification to this effect would need to be provided on contractor's letter head. If this turns out to be false on verification by BL, the contract may be terminated/the bidder may be blacklisted permanently for all future jobs for the entire company.
- i) Bidder should have GST/ PF/ ESI registration (Proof to be submitted)
- j) The bidder must submit bankers solvency certificate for Rs.15.0 lakhs issued by their bankers valid for six months from the due date of submission of tender.

### **2. Submission Of Online Bids**

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

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who are found techno-commercially qualified.

### **4. Acceptance of offers**

- 4.1 The rates is to be quoted in the prescribed format **[as specified in Annexure C]** on a monthly basis.
- 4.3 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 would like to place order for appointment of surveyor as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted for Import and Export cycle of monthly delivery volume of **4500 TEU's** by the bidder. In other words L1 status will be determined based on item number 1 to 2 of Price Bid (Annexure-C) and items number 3 & 4 is only for rate purpose and not for determining L1 status.
- 4.4 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.
- 4.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (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 till the validity of the contract period without any escalation.

6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the last date of submission of bid .

## 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. Trial Period & Period of Contract

The Total Period of Contract will be with effect 01/01/2020 to 28.02.2022. However, the contract will be on trial basis initially for a period of 6 (six) months with effect from the day of commencement of work. On satisfactory performance during the trial period of 6 months, the Company at its option will extend the period of contract for balance period of 20 months under same rate, terms and conditions by issuing a confirmatory letter to this effect. The Company reserves the right to foreclose the contract prior to expiry date of contract if the business scenario at the prevailing time so demands.

On satisfactory performance during contract period of **[26months]**, the contract may be extended as mutually agreed for another period of one year on the existing terms & conditions.

## 9. Volume of work

No definite volume of work is guaranteed during the period of the contract. However, the estimated volume of traffic is expected to be around **140000 TEU's** during contract period. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

No assurance is given about any item of work at any time during validity of the contract. The nature of work will be subject to variation depending on the requirements. Any variation/ addition/deletion in the items of work to be actually carried out shall not form the basis of any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

## 10. Performance Guarantee

Performance Guarantee for **Rs.5.00 lakhs [Rs. Five 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 caused due to negligence of staff employed by the contractor or non performance. The Performance Bank Guarantee should be valid for a period of 31 ( thirty one) months from the date of commencement of contract. This performance guarantee will not bear any interest.

## 11. Security Deposit / EMD

The Earnest Money Deposit of the successful bidder would also be retained as Security Deposit, (If the same is provided by way of Bank guarantee the period of the same should be extended till completion of the contract period. The EMD of unsuccessful bidder will be returned after finalization of the contract.

## **12. Payment Terms**

Payment will be made on monthly cycle basis in the following month within 5 (Five) working days of submission of bills duly certified by company officials with all relevant supporting documents.

## **13. WORK RESPONSIBILITY**

The contractor will be responsible for the welfare and discipline of his employees inside our CFS premises. He must also undertake to comply with all statutory regulations for employment of his workmen. Any expenses incurred by us under these regulations will have to be reimbursed by him. The contractor will be deemed to be the ultimate employer of his men.

All personnel employed by the contractor are to be engaged as their own employees in all respect and absolve Balmer Lawrie of any responsibility to this effect. The contractor would have to employ about 24 staff including those who are presently working on similar job along with the existing Surveyor.

The contractor shall ensure that proper Uniforms are provided to their personnel deployed by them.

The responsibility to comply with provisions of various labour laws of the country such as Factories Act, Minimum Wages Act, Workmen's Compensation Act, Contract Labour Act, E.S.I Act, Bonus and Gratuity Act, etc. or any other Acts/Rules, which are applicable as per the Statute, will be that of the contractor.

Sufficient supervisors at Import GATE IN, CY/CFS Delivery, LCL Delivery and Export stuffing to be provided during the working hours. The contractor shall at his expenses comply with all the labour laws and keep Balmer Lawrie indemnified in respect thereof. The contractor should comply with all rules and regulations of Maharashtra State/Labour Board or any other bodies as required.

## **14. PENALTY DUE TO NON-PERFORMANCE**

Any delay in executing the assigned job due to fault of the contractor may give rise to demurrage / detention claims on the company, which will be at Contractor's Risk & Cost and the additional amount incurred by the Company thereon shall be recovered from the contractor's bills.

Any claims arising out of mis-reporting with regard to any damage to cargo, container, the contractor will be responsible to make good the losses as assessed by the surveyor/shipping lines/any competent authority.

## **15. 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 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. 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 would be to the account of the contractor.

**16. 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.

**17. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are **within the range of LI+15%**, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

**18. Compliance of GST**

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor

**19. 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.

**20. 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.

**21. 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/MUM/672 dated 01/11/2019 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**

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.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSEMED Act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

## **ANNEXURE – B**

The Job Description of the Surveyor shall inter alia include the following job responsibility areas:

### **1. IMPORT CYCLE :**

The broad job details for import cycle are as follows:

#### **Job Details**

##### **a) For CFS Delivery:**

- Survey of Loaded container at the time of Gate In for external condition & including noting down of seal number. This should be done by a competent surveyor. Survey Reports to be submitted to the CFS.
- Attending to Custom's Examination prior to destuffing & note down seal number at the time of opening the container.
- Attend to the destuffing operation of cargo from the container.
- On completion of destuffing, inspection of empty container to ascertain its condition & Survey Report to be submitted to CFS.
- Attend to delivery of cargo to respective consignee.
- Survey report to be prepared & to be submitted for the destuff container. Each destuffed container to be personally inspected and status report to be made.
- Empty Containers which have been destuffed in CFS to be surveyed at the time of Gate out & Report to be submitted to CFS.

##### **b) LCL Containers**

- Besides the jobs mentioned above, attending to storing of cargo in the warehouse in the allotted slots. Carting slip to be fixed on the cargo.
- Each LCL destuff of container to be tallied along with Line surveyor /IGM and survey report to be prepared jointly. In case of Excess/Short landing both surveyor should prepare and sign the tally sheet affixing the Seal in the report
- When LCL cargo is issued to Customer, items are to be accurately checked for the quantity and number of packages with respect to D.O. If any mistake in issuing is found later, all costs & charges arising out of the said mistake billed by the shipping company will be passed on to the Surveyor.
- LCL cargo delivery to be manned by a separate person and destuff of LCL container and documentation by a separate person both to be employed by the bidder. The bidder will be totally responsible for any deficiency or error in delivery.

##### **c) For CY Delivery:**

- Survey of Loaded container at the time of Gate in for external condition & including noting down of seal number.
- Attend to on chassis/ground Custom Examination and noting down seal number.
- Attending to Locking/Sealing of the Container for delivery.
- Survey of loaded container at the time of Gate out for external conditions.

**d) Reports to be generated.**

- EIR to be generated at the time of Gate in
- Preparation of Destuffing Tally Sheet for each container indicating condition of package & excess/shortage if any.
- Inspection report for container after destuffing.
- Report on short loading/over loading/part delivery/discrepancies
- EIR report for container against CY delivery at the time of Gate out. And EIR report for empty container against LCL/CFS delivery at the time of empty gate out.
- 

**2. EXPORT CYCLE:**

The broad job details for export cycle are as follows:

**a) Job Details:**

- Assistance to Shippers/Clearing agent in processing documents prior to carting.
- Inspection of empty containers for its suitability & sea worthiness.
- Inspection and tally of cargo being carted in for export & fixing identification marks.
- Inspection of cargo & container prior to stuffing.
- To attend stuffing operation & preparation of tally sheet.
- Fixing of Seal & Levels
- Preparation of CLP on completion of stuffing & recording seal numbers.

**b) Records to be generated:**

- Preparation of EIR for all empty containers received.
- Tally sheet/Carting report for cargo carted for individual consignment meant for export
- Preparation of Stuffing tally sheet for cargo for individual consignment
- Special memo for shortage/damage to the Cargo

**b) Records to be generated**

- EIR for all empty containers for Gate in / Out.

**4. ENTERING THE DETAILS IN OUR CFS COMPUTER SYSTEM**

- Entering all the details of EDI IGM in our Import Operation System.
- Entering the Gate In details of Loaded containers in our system and releasing the computer entry pass.
- Entering the details of Carting/Empty Container entry in our Export Operation System.
- Any other operations in our Computer System as and when required.

**5. CUSTOMER SERVICE:**

Providing information for the customer's enquiry during working hours about the Container Gate In Date/LCL Destuff status etc. from the computer. For this, separate PC to be installed by the contractor. Necessary software will be provided by Balmer Lawrie.



**6. ENQUIRY WORK AT THE CUSTOMER ENQUIRY COUNTER:**

- Details of container status to be given to our customers at the counter.
- Entry to be made at their request for container entry if required.
- The normal timing of enquiry counter will be from 9.00 am to 7.00 pm on all working days.

**Note:**

1. Any other job/reports required to complete the cycles mentioned in item 1,2 ,3 ,4, 5 and 6 will have to be carried out without any additional charge to Balmer Lawrie.
2. Rates shall be quoted in the Price Bid strictly as per the prescribed format in term of per TEU (Twenty Equivalent Unit).

ANNEXURE – C

**PRICE BID FORMAT**

TENDER NO. BL/CFS/MUM/672 DATE 01/11/2019

[ JOB DESCRIPTION AS PER ANNEXURE-B]

SL.NO.	NUMBER OF TEUs (SLABS)	RATE
1.	Rate for Minimum Guaranteed Volume upto 3500 TEUs per month of Loaded Containers. Volume to be considered for Import and Export cycle on Gate Out basis.	Rs._____ <b>DO NOT PUT RATE HERE</b> _____per TEU  Rupees in words
2.	Rate for the actual volume between 3501 and upto 4500 TEUs per month of Load Containers Volume to be considered for Import and Export cycle on Gate Out basis.	Rs. _____per TEU  Rupees in words
3.	Rate for actual volume of 4501 and above TEUs per month of Load Containers. Volume to be considered for Import and Export cycle on Gate Out basis.	Rs. _____per TEU  Rupees in words
4.	Rate for issuing Lashing certificate for Export ODC Containers	Rs.-----Per container Rupees in words

TAXES & DUTIES, IF ANY \_\_\_\_\_ @ \_\_\_\_\_%  
[Please mention as applicable]

**NOTE:**

1. Rates should be inclusive of all taxes & duties except GST, which if applicable, shall be noted against appropriate column.
2. Rates quoted shall be valid for entire contract period from the date of commencement of Contract/Work Order of Balmer Lawrie & Co. Ltd.

Place-----

Signature of Tenderer

Date-----

Name & Address

**ATTACHMENT - I**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To  
Balmer Lawrie & Co. Ltd.  
SBU- Logistics  
21, Netaji Subhas Road  
Kolkata – 700 001

Whereas ..... (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the ..... (purpose) (hereinafter called “the Bid”) against Tender reference No. .... dated ..... M/S. BALMER LAWRIE & CO. LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs..... (Rupees ..... only) (hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said ..... (name and address of the Bidder) have approached us and at their request and in consideration of the premises we, ..... (Name of the Bank) having our office at .....(address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we, .....(name of the Bank) of .....(address of the Bank) having our office, inter alia, at ..... (hereinafter called “the Bank”) are bound unto BALMER LAWRIE & CO. LTD.....(address) (hereinafter called “the Purchaser”) in the sum of Rs. .... (Rupees ..... only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ..... day of .....

THE CONDITIONS of this obligation are :

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
- a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
- ii) This Bank Guarantee shall be valid upto .....
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (Last date of validity)

We, ..... (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... 2016 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

**ATTACHMENT - II**

**BANK GUARANTEE AGAINST PERFORMANCE**  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

**Letter of Guarantee No.**

Dated : the                day of

THE GUARANTEE is executed at Kolkata on the                day of                .....by  
.....(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which  
expression shall unless expressly executed or repugnant to the context or meaning thereof mean and  
include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), ..... an existing company  
within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas  
Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being No.  
dated                (hereinafter referred to as "the said Tender") for (set out purpose of the job) and  
pursuant thereto Messrs/ Mr.                .....(set out full name and address of the  
Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the  
context so requires shall mean and include the partner or partners of the  
Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete  
which are not applicable) has accepted the said Tender and field its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance  
thereof an Order being No..... dated ..... (hereinafter referred to as "the said  
Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at  
their/his/its own costs and expenses a Bank Guarantee for Rs.....(Rupees  
..... only) as performance guarantee for the fulfilment of the terms and  
conditions of the said Tender and to do execute and perform the obligations of the Contractor under the  
Agreement dated the ..... day of ..... (hereinafter referred to as "the  
Agreement") entered into by and between the Company of the one part and the Contractor of the other

part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we ..... (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.
7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we,

.....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.

8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :