



**BALMERLAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

**[No.32, Sattangadu Village, Manali, Chennai-600068**

**Phone No 25941813 /25942557, Fax No. 25941863**

**E-mail: [mukherjee.am@balmerlawrie.com](mailto:mukherjee.am@balmerlawrie.com)]**

**CIN - L15492WB1924GOI004835**

**e- TENDER NO: BLC/CFS/Handling/02**

**Dt. 25.04.2020**

**TECHNICAL/COMMERCIAL BID**

**Tender Document for  
Handling of Export/Import cargo by Manual Labour**

**DUE DATE & TIME: 15.05.2020 at 16.00 Hrs ]**

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## NOTICE INVITING E-TENDER

Online bids in two bid system are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions for undertaking the subject contract for Handling of Export/Import cargo by Manual Labour.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidders credentials are to be uploaded along with the tender documents through the appropriate link.

S.No	Description	Details
1	Name of Work	Handling of Export/Import cargo by Manual Labour
2	Tender No	<b>BLC/CFS/Handling/02</b>
3	Validity Of Offer	120 days from the date of opening of the Technical Bid
4	Contract Period	<b>Two years w.e.f. 01.08.2020</b>
5	EMD	<b>Rs.1,50,000/- (Online Mode)</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>25.04.2020</b>
	b. Closes on	<b>15.05.2020 at 14.00 Hrs</b>
7	Opening of Tenders	<b>15.05.2020</b>

### 1. LIST OF DOCUMENTS TO BE UPLOADED

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company/certified copy of/partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN number.
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- f. 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 ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of **Rs 1,50,000 (Rupees One Lakh fifty thousand only)** by on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd. payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK). Parties with Valid MSMED/NSIC Certificates is exempted from EMD. SCT/ST Category having MSMED/NSIC certificate should specifically mention Copies of the instruments (NEFT) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However, submission of EMD are exempted for small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission, of valid copy of registration certificate. It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012. 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 tender 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>

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

<b>HELPEDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</b>		
<b>Please email your issues before you call helpdesk. This will help them serve you better.</b>		
<b>Contact Nos. and email IDs for Balmer Lawrie helpdesk officers</b>		
<b>Name</b>	<b>E-mail</b>	<b>Phone Numbers</b>
<b>Tuhin Ghosh</b>	<a href="mailto:tuhin.das@c1india.com">tuhin.das@c1india.com</a>	<b>+91-8981165071</b>
<b>Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>Chikkavarappu Manishankar</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-8939284159</b>
<b>Ravi Gaiwal</b>	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	<b>+91-22-66865633</b>

## **1.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform. All the bidders who do not have digital certificates need to obtain the same. They may contact help desk of C1 India Pvt. Ltd.

## **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 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.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Only at the time of inviting offers, there will be a paper advertisement. There will no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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

## **3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.
- 3.5 10% contingency on the total L-1 value quoted would be considered towards quantity variation & rate only items

## **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 successful tenderer shall have to undertake the following work:

### **Detailed Scope of work:**

#### **1. The broad responsibility areas of the contractor will inter alia be as under:**

- a. Unload Export bound cargo using manual labour from load vehicle and arrange to stack the same at the nominated place for stuffing inside the Container strictly as per instruction of Company's representative.
- b. Give delivery of imported cargo using manual labour either from the warehouse or directly from the Containers and load on to the load vehicles provided by the customers strictly as per directive of Company's representative.
- c. Undertake loading/unloading of import/export cargo as well as stuffing/de-stuffing of said cargo into/from Containers by using manual labour.
- d. Ensure that all cargo/packages are handled carefully. They should also ensure that the shop floor and yard are maintained properly. All waste materials which may include packing boxes, waste paper, broken pallets, crates, straps, thermos coals, etc are to be kept in a designated place.
- e. In case of handling liquid cargo, it should be ensured that there is no spillage and in case of any spillage on the shop floor, arrange to clean it immediately at their cost.
- f. Handling of cargo in a manner as required by the Custom authority.
- g. Sealing/cutting and locking of containers as and when required.
- h. Rendering necessary assistance for periodic checking of Inventory both in shed and in open yard in presence of Balmer Lawrie officials at no extra cost.
- i. Ensure that container which has damaged/tampered seal or whose contents appear to be damaged / pilfered shall be handled by following the procedure prescribed by Customs/other concerned authorities/Company Officials.
- j. Ensure that the materials are handled with care and no damage is caused to the material/property of the Company and its customers.
- k. Ensure adherence to all safety norms.

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

## **2. Incidental Operation**

The contractor shall be required to perform the following miscellaneous work for which no separate payment will be made:

- a) Handling of cargo in a manner required by the Customs Authority
- b) Sealing / seal cutting and locking of containers as and when required
- c) Rendering necessary assistance like shifting of cargo for periodic checking of the Company officials
- d) Covering the cargo with tarpaulin as and when required
- e) Properly Closing the door of the containers after the de stuffing is completed

## **3. Deployment of Manpower & Working hours**

The contractor should provide all Personal Protective Equipment (PPE) required by their workmen for discharging their work. The company will not be responsible for non-adherence of any of the safety norms by the contractor or by his workmen while performing their duty inside CFS premises. The contractor will take out all insurance cover of all his employees under workmen compensation policy and as required under any other statute.

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 workmen engaged are contractor's work workmen and not the employees of the company. The contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

It will be the duty of the contractor to engage adequate number of efficient and effective supervisors at his own cost for carrying out the work. It will also be the responsibility of the contractor to ensure that there should not be any kind of demand of gratification from the CFS customers by him or by his workmen. If it comes to the notice of the company, the same will be taken up seriously and may lead to cancellation of the order.

The contractor will have to submit the list of their workmen to the company. All workmen engaged by the contractor should have necessary Aadhar card and photo identity card issued by the contractor. Bidder must be capable of providing adequate workmen to complete the assigned job in time and with quality.

## GENERAL TERMS AND CONDITIONS

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

- a) Payment of Interest Free EMD of Rs.1,50,000/-.  
Note: EMD is exempted for the MSME and NSIC registered vendors however they have to produce valid registration certificate
- b) At least 5years' experience of doing similar handling work at any CFS serving the ports at Chennai or Public/private bonded warehouse ending March 2020 (Proof to be attached)
- c) Should have minimum average turnover of Rs.30 lakhs per year during the last 3 years ending March 2019. (Proof to be attached)
- d) The Bidder must submit a valid Labour License issued by the Ministry or Statutory Authority (Copy of license within 45 days from the date of placement. (An undertaking to be submitted and attached in this regard)
- e) The bidder must have ESI and PF Registration (Copy to be attached)
- f) Bidder must have GST Registration , copy of GST Registration number is to be submitted
- g) 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 be provided on contractor's letter head. 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.

### 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

**Bidders are required to take the print out of price bid, fill the rates and upload the same after signing & stamping**

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 Tender

- 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. All the pages should be signed and sealed without fail as a token of acceptance of the terms and conditions mentioned in the tender documents

- 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 would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the bidder based on the summation of all line items. (Estimated quantity against a line item as given in the tender document will be multiplied by the rate quoted by the bidder and the sum total of all line items will be arrived at.) However, 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 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.

## **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 with the attendant remedies available to them.

## **6. Price Variation**

6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.

6.2 The quoted rates shall be valid for acceptance for a period of minimum 120 days from the date of Opening technical 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. Earnest Money

Non MSME & NSIC bidders shall furnish **an interest free** EMD of Rs.1,50,000/- (Rupees One lakh Fifty thousand only) through on-line Bank Transfer in NEFT / RTGS / IMPS mode in favour of Balmer Lawrie & Co Ltd payable at Chennai available in e-portal. (In case of difficulty please contact HELP DESK).. The EMD of unsuccessful bidder would be returned after finalization of contract. The EMD of successful bidder would be retained and would be returned after satisfactory completion of **contract period/extended contract period**.

**EMD is liable to forfeiture in the event of:**

- a) **Withdrawal of offers during validity period of the offer**
- b) **Non acceptance of orders by the bidder within the stipulated time after placement of order**
- c) **Any unilateral revision made by the bidder during the validity period of the offer.**
- d) **Non submission of Security Deposit.**
- f) **Bidders submitting false/fabricated/bogus documents in support of their credentials**
- g) The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform the contract.

## 9. Contract Period

The contract will be for a period of **[24 months effective from 01.08.2020]** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **[24 months]**, the contract may be extended at the discretion of the Company for another period of one year on the existing terms & conditions by mutual agreement.

## 10. Performance Guarantee

A Performance Guarantee for **Rs.2,00,000/-**(Rupees Two Lakhs only) in the form of bank guarantee is required to be submitted by the successful bidder to cover loss / damage of material / container / property during handling of cargo at CFS, lack of interest to perform as per work instruction or failure to perform etc. The format for the Bank Guarantee will be provided by the company.

## 11. Payment Terms

Payment shall be made within 15 days from the date of submission of fortnightly bills subject to clearance from operation department. Appropriate tax [if applicable] like Income tax, Works contract tax and statutory charges, if any will be deducted from the bills as per statutory regulations.

## 12. 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.

### **13. 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 or non-performance, the Company reserves the right to terminate the contract without notice.

### **14. Volume of work**

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

### **15. 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 +15% range, 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 MSE (within 15% band with non MSE vendor) vendor subject to matching with L1 price of non MSE vendor. If more than one number of MSE vendors have quoted the rate with in the price band of L1 +15 % then the rate of lowest among them will be considered and he will be given 100 % value subject to matching the L1 price of non MSE vendor.

### **16. Declaration of UAM by MSME vendors**

It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012.

### **17. 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.

### **18. TDS Compliance :**

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST. TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

### **19. Safety and penalty:**

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 of your personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal Protective Equipment all the time during the working hours and must follow all laid down safety norms of CFS without any deviation.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 500/- will be charged.

### **20. Insurance**

The contractor shall take a suitable workman compensation policy for the number of persons engaged by him during the contract period.

### **21. Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipment 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.

### **22. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 & 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. **In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018**

### **23. Working Hours & Holiday**

CFS works round the clock on all working days. However normal operations would be done between 10 am to 11 pm.

In case the above services are required before / after stipulated time / holiday / off-days, the contractor will be obliged to undertake the same without any additional charges.

The Contractor should strictly follow holiday list of CFS for fixing holidays for his personnel deployed in the Company's premises, i.e. they shall follow Balmer Lawrie & Co. Ltd (CFS) list of holidays.

#### **24. 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 of your personnel would be to the account of the contractor. All the employees of the contractor must wear applicable Personal Protective Equipment (PPE) all the time during the working hours and must follow all laid down safety norms of CFS without any deviation. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipment operating inside the CFS.

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs. 500/- will be charged.

Contractors shall ensure that their work area is kept clean tidy and free from debris/oil particles/ wooden pieces/ pallets/ ply woods/ angels etc. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor.

#### **25. Penalty Due to Non-performance**

The successful bidder shall nominate a supervisor, who will be present during the operations and shall report to the nominated staffs of the company at the end of the day to obtain details of requirements for the next day and plan accordingly, In case of successful bidder failing to honor the terms and conditions of contract, the company shall be at complete liberty to make alternate arrangements at the bidder's "**Risks and Cost**" and any additional cost incurred by the company in this regard shall be fully recovered from the successful bidders. The Company shall also be at liberty to recover in full the charges towards demurrage or detention, if any, imposed by the Company's clients on the Company.

In case of damage to the cargo / containers / property, by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the surveyor / shipping line / or any other competent authority within stipulated time failing which the company or its authorized agency will be free to make good the losses at contractor's '**Risk and Cost**' and charges on account of such losses will be fully recovered from Contractor's bills/security deposit.

#### **26. Alternative Arrangement**

In absence of timely and proper performance by the contractor, Balmer Lawrie (BL) reserve the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources / arrangements. This will be without prejudice to the rights of BL for any other action including termination, encashment of Bank Guarantee etc.

This contract also does not restrict the right of Balmer Lawrie to take recourse to the above conditions. The rate will be inclusive of all costs towards engaging experienced personnel. The rate should be kept firm during the period of contract. If there is variation between the rates quoted in the figures and in words,

only the lower of the two rates quoted shall be considered. The rate quoted should be in line with the "Minimum Wages Act" notified by Ministry of Labour, Government of India, irrespective of piece rate or time rate.

## **27. ESI/PF/Other Statutory obligations:**

The contractor would be required to ensure adherence of all statutory obligations related to his/her employees who would be working inside Balmer Lawrie CFS premises. On award of the contract, he/she shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

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

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by him/her in the Company's premises. The personnel deployed in the Company's premises by him / her shall be fully qualified in all respects to carry out the activities for which he has been deployed. The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by him/her for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by him / her in the Company's premises along with the ESI/PF numbers allotted to them. Cost if any, incurred by the Company in ensuring statutory compliance with the existing labor enactment and as amended from time to time shall be fully charged to the contractor.

## **28. 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.

The contract can be terminated by either party by giving 3 clear month's 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.

## **29. 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.

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BLC/CFS/Handling /02 and hereby confirm our acceptance of the same.

Place: Signature of Tenderer

Date: Name & Address

Telephone Nos.

Office:

**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./ LLP	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belongs to SC/ST Category	



**BALMER LAWRIE & CO. LTD**

(A Government of India Enterprise)

**Container Freight Station**

Manli, Chennai – 600 068

Phone No.25941813 / 25940643

CHAPTER – III

PRICE BID

Handling Job

The work involves Stuffing / De-stuffing of Cargo from and to Containers of 20 ft / 40 ft / 45 ft or any other standard including Reefer Containers at open yard or inside warehouse stacking / loading the same at the appointed place in warehouse or open yard or loading / unloading into / from vehicles and shifting of cargo within CFS from one place to another by manual labour.

MANUAL LABOUR

Balmer Lawrie & Co. Ltd will not provide any manpower and the same has to be provided by the Contractor as per requirements from time to time.

Contractor shall deploy additional manpower depending upon the requirements. Contractor will ensure that such manpower is made available immediately on requisition by the company.

JOB DESCRIPTION

A.IMPORT CARGO HANDLING (INCLUDING LCL/FCL cargo)

De-stuffing of cargo from container and stacking in warehouse / open yard & delivery of cargo from warehouse / open yard to road vehicle.

Or

De-stuffing of cargo from container & direct loading to road vehicle.

B.CUSTOM INSPECTION / EXAMINATION OF IMPORT CONTAINER / EXPORT CARGO

Cutting seal of the Container and de-stuff the cargo as directed by the custom officials and cut open the packages for custom verification and repack the same and stuff into the container and close the door and seal the container. In case of export, cargo should be cut opened as per custom requirement for customs verification and repacking the same after customs examination. The handling contractor should provide necessary tools, packing materials and labour to carry out custom inspection as per requirements of the custom official.

EXPORT CARGO HANDLING (including LCL cargo)

Unloading the cargo from the truck and stacking in warehouse / open yard as per officer's instruction and stuffing the cargo into container

**PRICE BID**

**EXPORT**

S.No.	Job Description	Estimated Quantity for Two years		RATE	
		20 ft	40/45 ft	20 ft	40/45 ft
A) i)	<b><u>HANDLING OF CARGO</u></b> Unload & stuffing of cargo into container either from warehouse or open yard.	2500	1500		
ii)	Unloading & stuffing of cargo into container either from warehouse or open yard <b><u>with your labour involving our forklift</u></b>	1900	1200		
iii)	Unpacking & Repacking of cargo for customs inspection.	3000	2000		

iv) Loading of cargo from warehouse or open yard into the truck (including shutout)

a) Minimum up to 5 MT                      500 Deliveries                      Rs \_\_\_\_\_/- per delivery

b) Rate per above 5 MT                      150 MT                      Rs \_\_\_\_\_/- per MT

**PRICE BID**

**IMPORT**

S.No.	Job Description	Estimated Quantity for 2 years		RATE	
		20 ft	40/45 ft	20 ft	40/45 ft
A)	<b><u>HANDLING OF CARGO</u></b>				
i)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard.	3750	1200		
ii)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard, <b><u>with labour involving our forklift</u></b>	1200	2100		
iii)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard, <b><u>with labour involving our Crane</u></b>	350	200		
iv)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard <b>(Hazardous Cargo)</b>	1800	100		
v)	Seal cutting & de-stuffing the cargo from the Container & direct loading of cargo into truck or De-stuffing of cargo from the container and stacking in warehouse/open yard, <b><u>with labour involving our forklift (Hazardous Cargo)</u></b>	200	100		
vi)	Unpacking & Repacking of cargo for customs inspection.	8000	7000		
vii)	Seal cutting Charges	20000		/- per Container	

viii) Loading the cargo from warehouse  
or open yard into the truck

a) Minimum up to 5 MT                         7500 Deliveries                         Rs \_\_\_\_\_/- per delivery

b) Rate per above 5 MT                         500 MT   Rs \_\_\_\_\_/- per MT

**Rate only Items**

**MISCELLANEOUS WORK**

Providing unskilled labour                         :     Rs \_\_\_\_\_ /- per shift per head

Nailing of wooden packages related to exports                         :Rs \_\_\_\_\_/- per container

Cutting Sheet / coils etc. for Customs inspection                         :     Rs \_\_\_\_\_/- per container

Providing unskilled labour for putting hook / sling  
For de-stuffing jumbo bag and loading the ODC /  
Pipes / project cargo                         :     Rs \_\_\_\_\_ /- per shift per head

Note: Applicable GST to be mentioned separately.

Office Seal   :     Signature

Date   :     Designation

Place   :     Name of the company

Tel .No.   Address

Fax. No.

Email.

**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 at least 2 years from the date of commencement of Contract/Work Order of Balmer Lawrie & Co. Ltd.
3. The indicative quantities are approximate and will be used only for evaluation purpose. The indicative quantities may widely fluctuate depending on business volume and the Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual quantity which could be more or less than the indicated quantity.

