



**BALMER LAWRIE & 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***

**CIN - L15492WB1924GOI004835**

**TENDER NO: BLC/CFS/Escort Hire/18**

**Dt. 31.10.2020**

**Tender Document for**

**Providing escort crane on hire for stuffing and  
de-stuffing of cargo**

**DUE DATE & TIME: *[11/11/2020 at 16:00 Hrs]***

**INDEX**

<b>S. NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1	Index	2
2	Notice Inviting tender	3
3	Special Instructions for Participation in tender	4-6
4	Scope of Work	6
5	General Terms and conditions	7-12
6	Declaration accepting terms & conditions by bidder	12
7	Particulars of the organization	13
8	Price Bid	14

**NOTICE INVITING e-TENDER**

On line bids are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned under General Terms & Conditions covered elsewhere in this document, for undertaking the subject work for providing escort cranes on hire for stuffing and de-stuffing of cargo on contract basis.

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 in the appropriate link.

**Only those vendors who are registered with our Company would be considered for issuance of tender form directly/ acceptance of the tender. The parties who are not registered with us, are requested to get the registration done by collecting requisite vendor registration form from our office prior to submission of tender. Once the registration process is completed, the said vendor would be able to submit their bid.**

S.No	Description	Details
1	Name of Work	Providing of escort crane on hire for stuffing and de-stuffing of cargo
2	Tender No	BLC/CFS/Escort Hire/18
3	Validity Of Offer	60 days from the date of opening of the price bid
4	Contract Period	1 Year from 01.01.2021
5	EMD	Rs.3000/-
6	Submission of Tender :	
	a. Starts on	31.10.2020
	b. Closes on	11.11.2020 at 16.00 Hrs
7	Opening of Tenders	11.11.2020

**GeM Declaration**

*Providing of escort crane on hire for stuffing and de-stuffing of cargo is not available in GeM.  
Balmer Lawrie & Co Ltd has no objection in providing this information for making available such products/services on GeM.*

**1. LIST OF DOCUMENTS TO BE UPLOADED**

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- b. Certificate of registration/incorporation in the case of Pvt Ltd /Public Ltd companies/certified copy of partnership deed in the case of LLP/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 may 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 proper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be put on Black Listed, EMD 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 pay submit an interest free EMD of Rs.3,000/- (**Rupees Three 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). Offer submitted without EMD will be rejected. However, submission of EMD is 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. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed as 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 secured and transparent manner maintain 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>

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

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b>		
<b>(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))</b>		
<b>Please email your issues before your call helpdesk. This will help us serving 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>Tirtha Das</b>	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	<b>+91-9163254290</b>
<b>Tuhin Ghosh</b>	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	<b>+91-8981165071</b>
<b>Mani Sankar (Chennai)</b>	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	<b>+91-8939284159</b>
<b>Ravi Gaiwal (Mumbai)</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 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.
- 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 their own 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.

**SCOPE OF WORK**

**Detailed Scope of work:**

Supply of Escort Crane on hire with capacities of **10 MT, 12MT, 14 MT and 20 MT** on need basis for de-stuffing and loading of various types of cargo at our CFS, Manali, Chennai.

**ESTIMATED HOURS**

The estimated hours of the escort crane to be utilized during the contract period would be as follows

- 10 MT Escort Crane - 100 Hrs
- 12 MT Escort Crane - 340 Hrs
- 14 MT Escort Crane – 100 Hrs
- 20 MT Escort Crane - 40 Hrs

There is no privity of contract between the workmen of the contractor and BL. Issues whatsoever should be settled by the contractor with the workmen deployed by him. No claims from the workmen of the contractor will be entertained by the company.

The successful bidder shall be solely responsible for all matters, including safety, welfare and discipline, in respect of personnel deployed by them in the company's premises and shall keep the company indemnified thereof.

The estimated quantity mentioned in the price bid is for indicative purpose only and not an assured quantity. Balmer Lawrie will not be responsible for any variation in the quantity.

The contractor should be in a position to place Escort Cranes of all above mentioned Capacities anytime as per requirement of Balmer Lawrie during contract period.

In case any day during contract period, the Contractor is not in a position to place any of above mentioned Capacity's Escort Crane as per requirement of Balmer Lawrie then, the Company would make alternate arrangements at the risk and cost of the Contractor. The cost of making alternate arrangements along with excess if any over the contractual rates will be recovered from the Contractor's bills.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria**

- 1) Payment of EMD Rs.3000/- (MSMED /NSIC bidders are exempted from payment on Submission of proof of valid certificate)
- 2) Experience of having carried out handling of cargo by escort crane or any other crane for two years as on 30.09.2020.
- 3) Should have an average turnover of Rs.2 lakhs per year during the last three years ending 31<sup>st</sup> March 2019.
- 4) Audited Balance sheet and Profit and Loss account of the company for the last 3 years ending 31<sup>st</sup> March 2019.
- 5) The bidder must have PF/ESI registration (Proof to be submitted)
- 6) Should not have been blacklisted by any PSU / Govt. Department (a self-certification should be attached)

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

The Single bid tender documents may be uploaded in e-Procurement platform at <https://balmerlawrie.eproc.in>

[A]

Only the rates are to be filled 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] Bid would be opened as per Tender Calendar

### **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 would like to place order for carrying out the said work as mentioned in the scope of the work and 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.
- 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 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 a period of minimum 60 days from the date of opening the price Bid.

## **7. Notification of Award**

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

## **8. Earnest Money**

The bidder shall furnish an EMD of Rs.3000/- (Rupees Five 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.
- e) Bidders submitting false/fabricated/bogus documents in support of their credentials
- f) 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 is valid for One year commencing from 01.01.2021. The contract may be extended for further period of one year to the successful bidder if performance found to be satisfactory under the same rate and terms conditions.



## **10. Payment Terms**

Payment would be made within 15 days from the date of submission of monthly bills on the basis of actual working hours of the crane worked inside our CFS. No mobilization and demobilization charges would be payable by Balmer Lawrie & Co.Ltd.,

## **11. Sub-letting of Work**

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

## **12. Termination**

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

## **13. 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.

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

MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. 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. Micro & small scale manufacturing/ service units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

### **15. 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.

### **16. 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 as per current applicable rate on 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.

### **17. Safety**

The bidders are strictly advised to follow the various safety aspects as per HSE norms while carrying out their work in the yard. The sling / Rope /Belt and other lifting and handling accessories must be complied with required industry HSE norms and bidder should have proper load test certificate issued by the competent authority. The operator must have valid licence to operate the crane and the helper must be experienced enough to assist the operator. Under no circumstances Balmer Lawrie would be liable for any kind of deviation in following the safety instructions by the bidder.

### **18. 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.

### **19. 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.

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.

## **20. Statutory Regulations**

The bidder should conform to all the statutory regulations like GST or any other tax as applicable from time to time.

## **21. Liability & Ensuring Safety**

The contractor would be fully responsible to ensure safety of lives, cargo, vehicles, property and containers within Balmer Lawrie-CFS yard. Any damage to life and / or property inside the CFS yard due to negligence would be to the account of the contractor.

## **22. 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.

## **23. Force Majeure Conditions:**

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

## **24. 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.*

## **DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No :BLC/CFS/Escort hire/18 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. /LPP	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
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 registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED bidder must state whether they belong to SC/ST category	

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai]  
Tender No : BL/CFS/Escort Hire/18

<p style="text-align: center;"><b>Balmer Lawrie &amp; Co Ltd</b>  <b>CFS, Chennai</b>  <b>Tender No.BLC/CFS/Escort hire/18</b>  <b>RATE SCHEDULE / PRICE BID</b></p>				
SI No	Description of work	Estimated Hrs per Annum	Rate per Hour	Total Amount per year
	Providing Escort Crane on Hire			
1	10 MT Capacity	100		
2	12 MT Capacity	340		
3	14 MT Capacity	100		
4	20MT Capacity	40		
	<b>Net Amount</b>			
	Add: GST @			
	<b>Gross Amount</b>			