

#### BALMER LAWRIE & CO LTD.

Container Freight Station P-3/1, Transport Depot Road Kolkata-700088 Phone No. 24506816 / 24506818 Fax No.-2449-8355

E-mail No: sett.a@balmerlawrie.com

# **NOTICE INVITING TENDER**

TENDER . NO.: CFS-KOL/DESTRUCTION/1 DATE-20.01. 2017

# SUB: <u>Destruction of cargo lying at CFS, Kolkata-700088.</u>

Sealed tenders in Single Bid Physical form are invited from only reputed vendors for above subject works as per **Annex-I** and to quote bidders competitive price as per Price Schedule attached as **Annex-II**.

You are required to submit your complete offer in a sealed envelope super scribing the Name, due date of tender submission and your quotation complete in all respect should reach us latest by 3.00PM on 30/01/2017.

Thanking you.

Yours truly,

For Balmer Lawrie & Co Ltd

[Abhrajit Sett]
Dy.Manager [Comm]

Note: Offer must be sealed envelope. Open offer or offer through Fax or email will not be considered.

# **ANNEXURE-I**

SI. No	Description	Details
1	Name of Work	Destruction of cargo lying at CFS Kolkata-700088
2	Tender No	CFS-KOL/DESTRUCTION/1
3	Validity Of Offer	60 days from the last date of submission
4	Completion Period	30 days
5	Downloading / Submission of Tender :	
	a. Starts on	<mark>20.0</mark> 1.2017
	b. Closes on	30.01.2017 AT 3.00 P.M.
6	Opening of Tenders	On or after due date and time for submission.

# **SCOPE OF WORK**

The work relates to destruction of identified unserviceable General & Non-Hazardous Cargo inter alia covering the following responsibility areas:

- 1. Deciding location for carrying out destruction activities by dumping/burial underground as per instruction of Customs and obtain necessary permission /NOC from the Customs, Health Department, Municipality or such similar agency, PESO, Port Health Office, Drug controller office, M.P.C.B and any other concerned authorities as per requirement as the case may be.
- 2. Sample collection and Laboratory test, if required to justify the nature of cargo
- 3. Arrangement of Relevant Authorities involved in Destruction Activity.
- 4. Furnishing all the necessary Compliances, Certificates etc. to justify the destruction of the cargo for onward submission to Customs.
- 5. Carrying destruction and allied job like bagging etc (if required) as per instruction of Customs.
- 6. Transport arrangement of Cargo/Container from CFS to destruction site as also transport arrangement for carrying container with cargo and return back the empty to yard or directly to shipping line, if required.
- 7. Payment for Customs P.O./Official booking and Sundries etc., if any.
- 8. Arrangement of transportation for Customs Officials involved in destruction work, if required.
- 9. Arrangement of Labour, safety aids, chemicals, medicines, necessary equipment, tools and tackles Etc. required for destruction activity.
- 10. Arrange for destruction of unclaimed cargo and obtain final Destruction Certificate along with signed copy of Panchnama from Customs/ Police /health/Shipping Lines/CHA/Customs or any other authorities as per statutory requirement.
- 11. Any other job incidental to carrying out the required destruction of the cargo.

# **GENERAL TERMS AND CONDITIONS**

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

- a) The tenderer should have Four years' experience of successfully executing similar unclaimed cargo destruction activity as on 31<sup>st</sup> March 2016 for any PSU or other reputed organizations. Copies of order/experience certificate should be enclosed as supportive documents.
- b) Work Order/ Credential Certificate of destruction of cargo in Kolkata Dock/CFS area for minimum 20 containers in a year.
- c) The bidder should not have been black listed in any of the PSU's or private organizations and a **self-declaration** 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 Bids

a) The bids should be submitted in single bid process Technical / Commercial Bid [Unpriced] with Price bid.

### 3. Tender Opening

Unprice and price bid will be opened as per tender calendar as it is a single bid.

### 4. Acceptance of offers

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

# 5. Negotiations

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated. 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 Indent on the successful bidder(s).

### 8. Completion Period

Contract under this tender will be valid for 2(months) effective from the date of issuance of Work Order/LOI and the same may be extended on mutual consent in writing for another one year.

#### 9. Payment Terms

Payment will be released within 30 (Thirty) working days from the date of submission of invoice along with copy of Destruction Certificate/Panchnama etc.

### 10. Sub-letting of Work

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

#### 11 Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

## 12. General Safety, Security & Other Regulations

The contractor will be responsible for ensuring proper conduct & behavior of the personnel deployed by him so as to maintain the laid down safety and security rules & regulations at BL-CFS, Kolkata. If the contractor's workers are engaged within the BL premises they will be governed by the labour laws and rules, Factory Acts and Rules and Balmer Lawrie & Co. Ltd. Safety / Security Rules as applicable. It shall be the responsibility of the Contractor to see that the statutory provisions are complied with.

# 13. Special Instruciton

In case of any query/clarification, the tenderer may contact our Mr. Abhrajit Sett Dy. Manager (Comm.), Ph- 033-2450-6811.

# **PRICE BID**

Tender	No. CFS-KOL/DESTRUCTION/1			
ITEM : <b>TE</b>	NDER ENQUIRY FOR DESTRUCTION OF UNCLAIM	ED / UN DELIVEI	RED CARGO.	
Sl.No.	Description of Item	Approx.	Rate	
		Quantity	[Rs.]	
1.	Charges for destruction by dumping/burial underground of Unclaimed / undelivered cargo as per		Rs	
	scope of work covered in this NIT	2	PER 20ft Container	
2.	Charges for destruction by dumping/burial underground of Unclaimed / undelivered cargo as per		Rs	
	scope of work covered in this NIT	1	PER 40ft Container	
	Taxes if any		Rs.	

Note: Above rates include all taxes and duties or any additional charges incurred for completing destruction activities. Quantity mentioned above may vary at actuals

dt and confirm our acceptance of the same.						
Date :		Signature	:			
Place :		Name	:			

We have understood the terms and conditions indicated in the tender enquiry no