



## **Balmer Lawrie & Co. Ltd.**

CONTAINER FREIGHT STATION

*[P-3/1 Transport Depot Road, Kolkata-700088.*

*Phone No 24506811 /24506818, Fax No. 24498355*

*E-mail: sett.a@balmerlawrie.com]*

**Tender No. BL/CFS-KOL/ Empty Supervision/17-18**

### **TECHNICAL / COMMERCIAL BID**

Tender Document for

### **EMPTY CONTAINER SUPERVISION**

**DUE DATE & TIME: [18 /05 /2017 AT 3.00 PM ]**

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### **NOTICE INVITING E-TENDER**

On line bids in Single 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 & Condition", for undertaking the subject contract for [ **Empty Container Supervision at our Container Freight Station at P-3/1, Transport Depot Road, Kolkata-700088** ]

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	Empty Container supervision at our Container Freight Station at P-3/1, Transport Depot Road, Kolkata-700088
2	Tender No	<b>BL/CFS-KOL/ Empty Supervision/17-18</b>
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	One year with provision of extension by 1 year upon mutual consent
5	EMD	Rs.5,000.00 [MSME/ NSIC Bidders are exempted from submission of EMD]
6	Downloading / Submission of Tender :	
	a. Starts on	08.05.2017
	b. Closes on	18.05.2017 BY 3 PM
7	Opening of Tenders	18.05.2017

#### **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 LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. Service Tax Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two 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.

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.5,000/- (**Rupees Five Thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. However (**MSME/NSIC Reg. Vendors are exempted from EMD** subject to their submission of valid relevant certificate. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. 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 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 are 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.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS and 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))										
Please email your issues before you call to helpdesk. This will help them serve you better.										
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers										
Name		E-mail				Phone Numbers				
1. Mr. Tuhin Ghosh		<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>				+91-8981165071				
2. Mr.Tirtha Das		<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>				+91-9163254290				
3. Mr.Ravi Gaiwal		<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>				+91-02266865633				
4. Mr.Ujjal Mitra		<a href="mailto:Ujjal.mitra@c1india.com">Ujjal.mitra@c1india.com</a>				+91-8986678058				

## 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 his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that 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.

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### **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 all facilities which may not be 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:

Strict Supervision and checking of records during receiving and delivery of the empty containers at CFS-Kolkata at P-3/1, Transport Depot Road, Kolkata – 700 088 as per following broad outline of jobs :-.

#### **A. Responsibility during receiving of the Containers**

1. Before acceptance of the container the successful contractor should check the slot letter with valid date against the respective container.
2. Entry passes to be prepared for entry of vehicle with containers and should observe any damage of the container. If damage is found then, vendor's person must inform to the field officer/Security before unloading of the same from the vehicle.
3. Bill against respective charges to be prepared and payment to be collected thereafter. At the end of the day the amount to be deposited to BL- Cash with generation of receipt, voucher etc.
4. Empty Container Handler/Reach-Stacker to be arranged for unloading of empty container and take care of any dent/damage of the container.
5. After unloading of the empty container the Out Gate-Pass to be prepared for removing of the vehicle.
6. Shipping Line system based report to be send for daily In & Out according to respective format supplied by the Shipping Line.
7. Stock reconciliation report to be made.
8. Monthly storage bill to be generated and to be submitted to respective Shipping Line.

#### **B. Responsibility during delivery of the Containers**

1. Before delivery of the container the successful contractor should check the validity of pick-up/slot letter and booking number against the respective container asked for taking delivery.
2. Co-ordination with representative of shipping line to provide faster & dispute free services.
3. Gate passes to be prepared for entry/exit of vehicle for receiving / delivery of empty containers.

4. Bill against respective charges to be prepared and payment to be collected thereafter. At the end of the day the amount to be deposited to Cash with generation of receipt, voucher etc.
5. Empty Container Handler /Reach-Stacker to be arranged for loading of empty container on to the vehicle and take care of any dent/damage of the container or property of the company.
6. After loading of the empty container the Out Gate-Pass to be prepared for removing of the vehicle.
7. Similarly after off loading of empty containers receipted copy of slot letter to be handed over to concerned party after taking the consent from concerned officer.

**C. Other Task and Responsibility**

1. The person of the contractor should be well behaved and possessed good moral character with Computer Knowledge
2. Vendor persons should report and available at our office at 1<sup>st</sup> two shifts duty and also may be required on 3<sup>rd</sup> shift on exigency.
3. The persons should be capable to Generate Daily In-Out movement report and should submit the same to the respective authority to the Operation Cell.
4. The person should able to prepare Inventory/Stock Report for both the In-bound and Out-bound empty containers.
5. The person should be well conversant with computer related job.

**GENERAL TERMS AND CONDITIONS**

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

- a) Payment of Interest Free EMD of Rs. **[5,000/-]**. *However, MSME/NSIC bidders are exempted from submission of EMD.*
- b) Should have minimum Average Financial Turnover of Rs. **[2.0 Lacs per year during the last 3 financial years.]**
- c) The bidder must have PF registration.
- d) The bidder must have ESI registration.
- e) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provided 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

**1. Submission Of Bids**

The bids must be submitted/ dropped in Tender Box in physical form in a single envelop along EMD within due date and time of the submission as mentioned in Tender Document.

**2. Tender Opening**

Tender shall be opened after due date and time of submission.

**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 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. Page | 8

#### **4. Negotiations**

- a. 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.
- b. 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.

#### **5. Price Variation**

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

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

#### **6. 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).

#### **7. Security Deposit**

EMD of successful bidder shall be converted into Security Deposit. The PG/Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of acts of omission/commission/gross negligence on the part of the contractor or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie to its customers or failure of the successful bidder to execute the work as per terms and conditions of the contract without prejudice to the other right or action that the Company is entitled to. The Security Deposit after adjustment, if any, may be refunded to the contractor after successful completion of the contract and after settlement of all dues. No interest shall be payable on the security deposit.

#### **8. EMD**

The bidder should submit Earnest Money of Rs. 5,000/- (Rupees Five Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. MSME/ NSIC bidders exempted from submission of EMD. In case bidder revokes or withdraws its offer within validity of the offer or fails to submit PG and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. While EMD of unsuccessful bidder shall be refunded without interest after finalisation of the contract.

#### **9. Payment Terms**



Payment will be made within 15 days from the date of submission of bills provided the same are correct in all respect and certified by authorised representative of the Company. 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.

#### **10. Duty Hours**

Every day requisite number of representative should be available according to requirement in 2 day shifts namely 1<sup>st</sup> Shift(6am-2pm) and 2<sup>nd</sup>(2pm-10pm) and if needed on exigency vendor has to provide services at 3<sup>rd</sup>(night) shifts also which shall be intimated to the successful vendor at least 4 hours in advance.

#### **11. Rate**

The rate should be quote in Price Schedule of the tender document should be inclusive of all taxes and duties etc. except for Service Tax, which shall be paid by BL extra as applicable.

#### **12. Contract Period**

The contract would initially be for a period 1 [One] year with an option for extension for further period of one year on same terms and conditions subject to mutual agreement.

#### **13. Volume Of Work**

Estimated volume of containers to be handled per year is 18000 TEUs. However, the volume is an indicative only and BL does not guarantee for any variation of the same.

#### **14. Penalty Clause**

If the successful vendor is unable to perform properly and complete the day to day job in time, Company may impose penalty as may deem fit and this may amount to 1% of the contract value per instance of such failure to perform.

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

The Contractor would be required to ensure adherence of all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the Contractor 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

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by the Contractor at the Company's premises.

The personnel deployed in the Company's premises by the Contractor shall be fully qualified in all respects to carry out the activities for which he/ she 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 the Contractor 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 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 labour enactment and as amended from time to time shall be fully charged to the contractor.

#### **16. Labour Laws**

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- (i) No manpower below the age of eighteen (18) years or above sixty years(60) shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to manpower engaged by him on Work.
- (iii) Contractor shall at his expense comply with all Labour Laws and keep BL indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

#### **17. Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment would be to the account of the contractor.

**The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative wherever necessary and shall comply with directions issued by any authorized official from time to time and at all times:**

- i) **Providing protective foot wear/head wear/safety jacket to personnel to protect them against any accident.**
- ii) **Avoiding open/live electrical wire etc., as they would electrocute the works.**
- iii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in & around the areas where machines, hoists and similar units are working.

#### **18.Termination**

The contract can be terminated by the contractor by giving 90 days notice to the Company in writing. Similarly, the Company can terminate the contract at any point by giving 90 days notice except otherwise mentioned. However, in case of serious breach of terms & conditions of the contract, the company reserves the right to terminate the contract without any notice and take action as may be necessary under provision of the contract. No compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

In case of recorded unsatisfactory performance of the contractor for two occasions, Balmer Lawrie will be at liberty to terminate the contractor by giving a notice of 21 days.

#### **19. 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, 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. Deliveries under the contract shall be resumed as soon as practicable. Page | 11

## **20. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Chennai to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and 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.

## **21. Alternative Arrangement**

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the **risk and cost** of the contractor and to recover charges and expenses in excess of the contractual terms from the 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, forfeiture of security deposit etc.

## **DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/CFS-KOL/ Empty Supervision/17-18 and hereby confirm our acceptance of the same.**

Place :

Date :

Signature of Tenderer

Name & Address

Telephone Nos.

ANNEXURE – I

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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Sl. 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 /LPP/ 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	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	<b>Whether registration under MSMED act</b>	
15	<b>In case registered under MSMED provide registration number and copy of registration certificate.</b>	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

**PRICE SCHEDULE**

**BALMER LAWRIE & CO. LTD.  
SCHEDULE OF RATES**

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Components to be quoted	Quantity	Rate (Rs.)	Amount (Rs.)
Charges for supervisory services of each person per shift (All inclusive)	Minimum guaranteed 25 days having 2.5 shifts per day =2.5 x 25 x 12 months = 2250 shifts		

Place :

Signature:

Date:

Name:

Seal:

Designation: