



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
21, N.S. Road, Kolkata-700001.
E-mail:
e- TENDER NO: BL/LS/KOL/006/17-18

TECHNICAL / COMMERCIAL BID

Tender Document for Procurement of 20 ft ISO SOC (Shipper's Own Containers), stuffing, lashing/choking, handling, survey, fumigation & transportation of Class 1.1D ammunition

DUE DATE FOR SUBMISSION

0900 hrs of 08th Dec. 2017

INDEX

SL. NO.	PARTICULARS	PAGE NO.
1	INDEX	2
2	NOTICE INVITING E-TENDER	3 - 4
3	SPECIAL INSTRUCTIONS FOR PARTICIPATION IN E-TENDERING	4 - 7
4	TENDER FORM	8
5	SCOPE OF WORK	9 - 10
6	GENERAL CONDITIONS OF CONTRACT	10 - 15
7	PRICE BID FORMAT	16 - 17
8	ANNEXURE - 1 (SECURITY DEPOSIT FORMAT)	18 - 19

NOTICE INVITING E-TENDER

M/S BALMER LAWRIE & CO. LTD. invite online e-tender bids from competent, experienced and reliable Vendor/Contractor / Agencies, for procurement of 335 X 20 ft empty ISO SOC's (Shipper's Own Containers), fit for seaworthy movement with +/- 12% variance for the movement of IMDG Class 1.1D ammunition and delivery of the same to Army depot Narangi, Guwahati and Army depot Phulgaon, Dist: Wardha, for further export. The containers will move in 2-3 lots. The arrangement for the containers have to be done accordingly. The operation of the 1st lot will be done at Guwahati, followed by Phulgaon (Dist: Wardha) in 2nd lot. Around 167 empty containers to be delivered to Army depot Narangi, Guwahati & around 168 empty containers to be delivered at Phulgaon, Dist: Wardha. Stuffing of these containers with Class 1.1D ammunition, handling operation at the depot with necessary equipments for lift on/ lift off & stuffing, internal movement inside Army depots from empty container storage yard to warehouses for stuffing & back, lashing/chocking of the packages inside the container with lashing belts & wooden chocks, fumigation, lashing supervision survey & transportation of laden containers from Narangi Depot to ICD Amingaon & from Phulgaon depot to ICD, Nagpur.

There will be approx. 3334 crates and 4 boxes to be stuffed in containers. These 4 boxes will have to be stuffed in a single container & should not be combined with the crates during stuffing. The dimension & weight of each crate & box are:

Dimension & weight of each crate: 1130 X 990 X 580 mm weighing 600 Kgs

Dimension & weight of each box: 102 X 122 X 84 cm weighing 500 Kgs

The crates are non-stackable and 10 crates will be stuffed in each containers.

Transportation of these laden containers from ICD, Chennai (CWC CFS, Balmer Lawrie CFS, Concor terminal) to inside Chennai Port (CILPT) for under hook delivery OR,

Internal shifting of laden container, if required, from yard inside Chennai port to under hook delivery of the vessel (This operation would be optional and the decision to undertake this operation will be taken later)

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The price bid has to be submitted online mandatorily and the other credentials and supporting documents of the bidder to be submitted online as well as in hard copies before 0900 hrs on 8th Dec'17.

S. No	Description	Details
1	Name of Work	Tender Document for Procurement of 20 ft ISO SOC (Shipper's Own Containers), internal handling inside Army depot, stuffing, lashing/choking, survey, fumigation & transportation of Class 1.1D ammunition.
2	Tender No	BL/LS/KOL/006/17-18
3	Validity Of Offer	1 year from the date of opening of the price bid.
4	Contract Period	1 year or completion of the project, whichever is earlier
6	EMD	₹ 4,75,000.00(MSME/NSIC registered Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	04 th Dec 2017
	b. Closes on	08 th Dec. 2017 at 09.00 am
8	Opening of Tenders	08 th Dec. 2017 at 11.00 am

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. GST 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. Solvency Certificate duly certified by any scheduled bank for an amount upto Rs. 2 Cr and the same must remain valid for minimum period of 1 year from the date of tender addressed to COO-L , Balmer Lawrie & Co. Ltd , 21, N.S. Road , Kolkata - 700001
- g. Bidder must submit their latest PF & ESI challan copies as proof of due payment to the authority on account of their concerned staff.
- h. Trade license / MTO certificate to be furnished.

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 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, and 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 interest free EMD of ₹ 4,75,000/- (**Rupees Four Lakh Seventy Five Thousand only**), by Demand Draft/Pay Order. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. However, MSME/NSIC vendors are being exempted from submission of EMD subject to their submission & uploading of relevant valid certificate for the same. The physical original instruments/drafts /MSME/NSIC certificate 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. Price bid to be submitted on line and under no circumstance 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 C1 India 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 your 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
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299
CH. Mani Sankar	chikkavarapu.manisankar@c1india.com	+91-8939284159
Sachin Toraskar	sachin.toraskar@c1india.com	+91-022-66865610

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.

3. 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.

- Hard copies of all tender documents other than Price bid to be submitted physically before 10.00 am of 8th Dec'17.
- 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 Printed or posted Price Bid / offers shall be accepted. The Price bid to be strictly submitted on-line.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified date 6 & time of tender submission.
- 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.

4. Filling of Tender Documents

- 4.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 4.4 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.
- 4.5 The bidder has to quote for entire job. Part quotation in the Price Bid will lead to rejection of the bid.

4. Deactivation of Bidders

The bidders found defaulting in submission of hard copies of original DD for EMD /MSME/NSIC Certificate and other documents to the Tender Inviting Authority on or before the time stipulated in the tender will not be permitted to participate in the tender.

5. Tender Document

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if in doubt, from the Tender Inviting Authority. 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.

6. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained as given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the

incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

- a. Such uploaded documents pertaining to Tender Form and Commercial Bid need to be attached to the tender while submitting the bids on line.
- b. The bidders can furnish hard copies of all the uploaded documents other than PRICE bid which has to be online only..

7. Disclaimer Clauses

The Company [Balmer Lawrie & Co. Ltd.] nor the service provider [C1 India Pvt. Ltd.] is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever. Balmer Lawrie & Co. Ltd., reserves the right to cancel the tender at any point of time without specifying any reasons for cancellation.

1. Submission of credentials and Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company(Balmer Lawrie) is detected at any stage

CONTACT PERSON

For any clarification / queries regarding the tender, you may please contact the below mentioned numbers of Balmer Lawrie & Co. Ltd., Kolkata - 700001, Phone : (033) 22225631 / 9800879665

**BALMER LAWRIE & CO. LTD.**

(A Govt. of India Enterprise)
21, NS Road, Kolkata – 700 001

PART – I :
FORM – I ::TENDER FORM

1.0 COMPANY

1.1	Name of the Company				
1.2	Constitution (Whether Govt., PSU, Public Ltd., Private, Proprietorship, Partnership) [If Public or Pvt. Ltd. Company Memorandum and Articles of Association to be enclosed]				
1.3	Office Address:				
1.4	Communication :	Telephone No.	Fax No.	E-mail ID	Mobile No
		No.	Date	Valid Till	
1.5	Trade License Details [photocopy to be enclosed]				
1.6	The following will be mentioned as also Photo copy of the Certificate to be enclosed				
	PAN No.	Service Tax Registration No.	ESI Registration No.	P F Code No.	
1.7	MSME/NSIC Registered. (To mention & Certificate to enclose)	In case of MSME/NSIC, if vendor is SC/ST (To mention & Certificate to enclose)			
1.8	Key persons of the organization				
	Name				
	Designation				
	Contact Telephone No.				
	Mobile No.				



BALMER LAWRIE & CO. LTD.
(A Govt. of India Enterprise)
21, NS Road, Kolkata – 700 001

PART – I :

SCOPE OF WORK

1. Sourcing/Procurement of around 335 IMDG Class I, ISO Containers (SOC), fit for seaworthy movement with +/- 10% variance. The below mentioned specifications of the containers should be considered while procuring:
 - The Class-I ISO containers shall be of 20 ft sea worthy, with valid CSC 1972 standard plate & in compliance with IMDG regulations.
 - The containers should be CSC approved standards & shall be inspected by a surveyor who certifies the fitness of the containers. The containers should not be more than 15 years as per CSC plate.
 - The floor of the containers should have wooden platforms.
 - The containers should be inner lined with 12mm thick wooden sheets.
 - No holes or cracks or rust on the walls, roof, side or bottom.
 - Doors should be properly operated.
 - No adhesive labels from the previous cargo.
2. The containers will move in 2-3 lots. The arrangement for the containers have to be done accordingly. The operation of the 1st lot will be done at Guwahati, followed by Phulgaon (Dist: Wardha) in 2nd lot. The 1st lot of around 167 containers have to be procured and moved to Narangi, Guwahati depot within 12 days from the date of receipt of LOI / work order. 2nd lot of around 168 containers to be procured and moved to Phulgaon, Dist: Wardha by the completion of execution of the 1st lot.
3. Empty container survey by International Registered surveyor for carrying ammunition of class 1.1D & obtaining fitness survey report.
4. Transportation of around 167 empty containers & deliver the same to Narangi, Guwahati depot.
5. Transportation of around 168 empty container & deliver the same to Phulgaon (Dist: Wardha) depot.
6. Inner lining of all the containers with 12 mm ply board at depots. To be covered from all the 3 sides.
7. Arrangement of internal movement of the containers, handling it with necessary loading equipments within the depot for & after the stuffing and storage. The nos of equipment and vehicles required are specified on the Price Bid.
8. Stuffing & lashing/chocking of the containers with lashing belts / wooden chocks at Guwahati depot & Phulgaon depot.
9. There will be approx. 3334 crates and 4 boxes to be stuffed in containers. These 4 boxes will have to be stuffed in a single container & should not be combined with the crates during stuffing.
 - Dimension & weight of each crate: 1130 X 990 X 580 mm weighing 600 Kgs
 - Dimension & weight of each box: 102 X 122 X 84 cm weighing 500 Kgs
 - The crates are non-stackable and 10 crates will be stuffed in each containers.
10. Handling of the containers with necessary equipments during stuffing at Guwahati Depot & Phulgaon Depot for lift on & lift off of the empty & laden containers.
11. Arrangement of registered surveyor for lashing/choking survey & issuance of fitness certificate thereafter.
12. Fumigation of all the containers at Guwahati & Phulgaon depots.
13. Labeling of all the containers as per MMD norms/classifications.
14. Self sealing of all the containers with seal.
15. Obtaining necessary permissions from the appropriate authorities for transportation of IMDG Class 1.1D ammunition laden containers from Narangi, Guwahati to ICD, Amingaon & from Phulgaon to ICD, Nagpur.

16. Transportation of containers from different terminals at Chennai to CILPT berth inside Chennai Port under hook of the vessel. Consider 5 days detention free days. OR
The transportation from the storage yard inside Chennai port to under hook of the vessel. Consider 5 days detention free days .
17. Liasoning with all Govt. departments, local Police Stations, Port authorities, MMD authorities, ICD Amingaon authorities, Phulgaon authorities & ICD Chennai authorities for movement of consignment for export.
18. Any damage to the container or material while handling , the repairing of the same have to be fully borne by the successful bidder without any cost implication to BL.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Pre-Qualification Criteria

- a) Interest Free EMD of Rs. [4,75,000/-] *either by DD, Pay Order or BG. However, MSME/NSIC bidders are exempted from submission of EMD subject to submission of MSME/NSIC Certificate.*
- b) The successful bidder to provide Inspection Certificate for each container before transportation at site from a competent Inspection authority.
- c) The bidder should have experienced staff to handle such huge consignment.
- d) Self-certificate for the number of the staff employed in the organization to be furnished.
- e) The bidder should have handled at least one defense consignment with a single contract value of minimum Rs. 5 Cr in the last 3 financial years including current financial year. Work order & completion certificate of the same to be submitted.
- f) The bidder should have experience in handling of SOCs at any Port or at any CFS/ICD in India. Copy of certificate for last two years to be provided.
- g) The bidder should have minimum Average Business Turnover of ₹ 7.00 Crore during last three financial years ending 2016-17. Audited copies of accounts / CA certificate to be submitted.
- h) Bidders are required to submit Solvency Certificate duly certified by any scheduled bank for an amount up to Rs.2 crore & the certificate must remain valid for a minimum period of 1 year from the date of tender addressed to M/S, Balmer Lawrie & Co. Ltd , 21, N.S Road , Kolkata – 700001.
- i) The bidder must have valid PF registration. Copy of the same to be submitted.
- j) The bidder must have valid ESI registration. Copy of the same to be submitted.
- k) The Bidder must submit their latest PF/ ESI challan copies as proof of due payment to the authority on account of their concerned staff.
- l) The Bidder must have Trade license / MTO license.
- m) 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 provide in 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.

Note : Price-bids of only those tenderers, who fulfill the above Compulsory criteria, will be opened.

2. Submission of on-line Bids

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

[A] Techno Commercial Bid [Unpriced]

and

[B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

3. Tender Opening

UNPRICED [TECHNO-COMMERCIAL] BID OPENING

Techno-Commercial Bids will be opened online as per the Tender Calendar at 1100 hrs on 8th Dec'17.

PRICE BID OPENING

After opening and processing of the Technical Bid, Price bid will be opened at 1700 hrs on 8th Dec'17..

4. Validity of offer for acceptance

The rate should be valid for acceptance upto 1 year from the date of opening of Price Bid.

5. Validity of Rates

The rate should be firm for a period of 1 year from the date of finalization of the contract with option for extension for a further period of one year.

6. Payment

Payment will be done in phases.

- Container procurement & transportation at site upon delivery in Full at (Guwahati & phulgaon) site.
- Cargo handling with equipment , survey , fumigation , lashing / choking (including material and labour), internal shifting of containers (empty to stuffing point and laden to the demarcated area)at site , loading of laden on to trailers for onward movement at ICD Amingaon / Nagpur and from CFS's/CONCOR yard at chennai to under hook inside Chennai port within 30 days after the loading of the containers on to the vessel upon submission of the invoice.
- Specific services rendered as per Price bid will be considered for payment.

7. Performance Guarantee/Security Deposit

The contractor should provide Interest Free Security deposit of 2% of the order value on acceptance of the bid within 15 days . SD amount to be deposited through BG as per format attached (Annex-I). The Guarantee shall be issued on any scheduled Commercial Bank as per format to be given by the Company. . The Bank Guarantee is to be valid for 1 year and further 3 months for submission of claims, if any. Alternatively, the contractor at their option can also deposit Bank Draft or Pay Order of the same amount which will be drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata. No interest will be paid on the said amount.

Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of 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, or failure to execute the work as per terms and conditions of the contract without prejudice to execute other right, or action by the company.

During tenure of the agreement, in the event of forfeiture of full or part of security deposit or encashment of part/full amount of the Bond, the contractor shall make good of the amount within 15 days on receipt of notice from the Company.

8. Work Place

Guwahati and Phulgaon army depots, ICD Guwahati, ICD Nagpur, ICD Chennai, CFSs/terminal at Chennai & Chennai Port.

9. Period of Contract

The contract would be for a period of 1 year. Further, Company retains an option for extension for further period of one year on same, rate, terms and conditions of contract on mutual consent. However, the contract may be terminated by giving 10 days notice by either side. However, in case of violation of contract by vendor, Balmer Lawrie reserves the right to terminate the contract forthwith .

10. Acceptance/Rejection of Tender

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

11. Labour Laws

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to labourers 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.

12. The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract. Necessary Insurance against his liability with an insurer until the completion of this contract shall be done by the vendor.

In addition to what it is stipulated above the successful contractor shall execute Indemnity

Bond to indemnify and hold harmless the Owner for complying with the provision of the following:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970.
- vii) Any Other Laws/Rules/Regulations as per the Statute

13. Discipline of Workmen Engaged by the Contractor

Workmen engaged by the contractor should be well behaved & disciplined and have good moral background. They should not be influenced under any drug/liquor nor engaged in any anti-social activities. The contractor should ensure that their employee refrain from demanding/accepting any tips, speed money or any gift from the customer/clients etc. The operator & helper should not use mobile phone during the operation time.

Contractor should strictly follow work instruction given by Company's officer only and should not encourage any instruction by Company's clients, customs officials etc. Any such activities will be considered indiscipline on the part of Contractor and Company will be entitled to take any action which may deem fit for such default.

14. Contractor's responsibility, liability and ensuring safety

The contractor should be responsible for any liability in the event of any accidental death or disablement of any person engaged by them during operations or caused by their equipment to any person, while undertaking the operation for Balmer Lawrie & Co. Ltd. It is mandatory that necessary 3rd party insurance cover is kept valid by the bidder for the equipment operating at site – Narangi depot & Phugaon depot.

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 / masks to workers 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.

15. Financial Background

The bidder should be financially sound Organization and should furnish Banker's Solvency Certificate in this regard. The audited Balance Sheets for the last three financial years are to be attached.

16. Commencement of work

The work shall have to be commenced as per instruction of the Company on placement of LOI/ Work Order and submission of Performance Guarantee as stipulated.

17. Termination of the Contract

Balmer Lawrie reserves the right to terminate a part or full contract by serving 10 days' notice without assigning any reason whatsoever. However, if the contractor fails to execute the job as per requirement of the company or fails to meet the contractual obligations or any other reasons which are detrimental to the interest of the company, BL shall have the right to terminate the contract forthwith without serving any notice to the contractor. The contractor may also terminate the contract by giving three months notice

18. Force Majeure Conditions

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine restrictions, strike, lock-outs, change in Government / Port / Customs policy or acts of God (hereinafter referred as events), then notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

19. Taxes, Duties & Other Statutory Payments

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc.(except for Service Tax which shall be paid by BL extra) now or hereafter imposed, increased, or modified and all the sales taxes, duties, etc. from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by Central or State Government Authority or any administrative sub-division thereof.

20. Alternative Arrangement

The contractor is required to reposition empties at site within 12 days from the date of issuance of LOI/ Work Order from Balmer Lawrie. The stuffing execution to be done @ of 20 teus per day on an average within 6 hours of working time at site. 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.

This contract also does not restrict the right of BL to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

Liquidated Damage clause will be implemented @ 0.50% of contract value for each week of delay or part thereof. The LD shall be limited to 10% of contract value.

21. Damage to Property

- (i) Successful bidder shall be responsible for making good to the satisfaction of Owner any loss and/or any damage to any structures and properties belonging to Owner or being executed or procured by Owner/Owner's representative or of other Agencies within the premises of work, if such loss or damage is due to fault and/or the negligence or willful acts or omission of Contractor, his employees, agents, representatives or Sub-Contractors.
- (ii) Successful bidder shall indemnify and keep Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of Contractor, his employees, agents, representative or Sub-Contractors.

22. Settlement of disputes by 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 and Managing Director, Balmer Lawrie & Co. Ltd. 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.

23. Final Negotiation

In the interest of the company Balmer Lawrie reserves the right to carry out a final negotiation with the L1 bidder activity wise or otherwise before finalization and issuance of Work Order .

ACCEPTED ALL TERMS AND CONDITIONS FROM SL. [1] TO [23] AS STATED ABOVE.

Office Seal

Signature

Date :

Name

Designation

BALMER LAWRIE & CO. LTD.

(A Govt. of India Enterprise)

Logistics Services,

21, NS Road, Kolkata – 700 001

PART-II : PRICE SCHEDULE

S. No.	Activities	Unit Cost (in Rs.)	Total Units (in Nos.)	Total cost (in Rs.)
1.	Sourcing/Procuring of fit seaworthy containers certified by competent authority around 167 X 20 ft (with +/- 12% variance) IMDG Class I, ISO Containers (SOC), deliver at Narangi, Guwahati.		167	
2.	Sourcing/Procuring of fit seaworthy containers certified by competent authority around 168 X 20 ft (with +/- 12% variance) IMDG Class I, ISO Containers (SOC), & deliver at Phulgaon, Dist: Wardha.		168	
3.	Survey charges of empty containers and obtaining fitness certificate. Survey to be conducted before delivery of the empty containers to Narangi, Guwahati		167	
4.	Survey charges of empty containers and obtaining fitness certificate. Survey to be conducted before delivery of the empty containers to Phulgaon, Dist: Wardha		168	
5.	<p>Loading/Unloading from trailer, Container cleaning, Stuffing, internal movement & handling within the Army depots at Narangi & at Phulgaon, 12MM ply inner lining from all the 3 sides, supply of lashing /choking material and Manual labour for lashing choking and final loading & lashing, Survey certificate, fumigation, labelling /placarding as per IMDG code.</p> <p>Fork lift : 1 no for one stuffing point.</p> <p>Equipment for Loading / Unloading: 1 no for empty container placement at stuffing point and laden back to demarcated area and final loading on trailer for movement to ICD.</p> <p>Trucks / Trailers : 5-6 for internal transportation, repositioning.</p> <p>The service provider has the flexibility to operate in multiple stuffing points simultaneously or other wise to meet the commitment deadline as specified in the Work Order.</p>		335	
6.	Movement of loaded container from Narangi army depot to Amingaon, Guwahati terminal (3 days vehicle detention free period to be provided at Amingaon)		167	
7.	Movement of loaded container from Phulgaon army depot to Nagpur ICD terminal (3 days vehicle detention free period to be provided at Nagpur)		168	
8.	Movement of Loaded container from Chennai CFS/terminal in Chennai to Under hook delivery of the vessel (5 days detention free period to be provided at Chennai Port)		335	
	Total		335	
9.	Movement of containers from yard inside Chennai port to under hook of the vessel at Chennai. ((5 days detention free period to be provided at Chennai Port) - Alternative operation		335	

NOTE: The sum total of the “Total Cost (in Rs.)” of activities as per serial no. 1-8 of the Price bid shall be considered for finalizing L1 Bidder, once technically qualified.

Taxes will be extra as applicable.

Vehicle detention charges beyond 3 days free period each at ICD Amingaon , ICD Chennai & 5 days free period inside Chennai Port.

S. No.	Detention at location	Charges beyond free period (in Rs.)
1.	At ICD Guwahati	
2.	At ICD Chennai	
3.	Inside Chennai Port	

Vehicle detention charges 3 days free period each at ICD Nagpur , ICD Chennai & 5 days free period inside Chennai Port.

S. No.	Detention at location	Charges beyond free period (in Rs.)
1.	At ICD Nagpur	
2.	ICD Chennai	
3.	Inside Chennai Port	

Office Seal

Signature

Date :

Name

Designation

Proforma of the Guarantee
(Security Deposit)

Messrs/ Mr. & Co. Ltd
(Address)

Dear Sir,

That Messrs/Mr. (set out full name and address and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their/his/its quotation against your Tender being Tender No. dated (hereinafter referred to as "the said Tender") for the work (set out the purpose of the job) and in pursuance thereto an Order being No. dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

Page |
18

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. (set out full name of the Contractor) have/has approached us and at their/his/its request and in consideration of the premises We, (set out full name of the Bank) having our office, inter alia, at (state the address of the Bank) have agreed to give such guarantee in the manner following :

1. We, (set out full name of the Bank), hereby undertake and agree with you if default is made by Messrs/Mr. (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and/or Order or in payment of the security deposit or any other or in payment of money payable to you, We, (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs. (Rupees only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. (set out full name of the contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. (Rupees only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

- 5. Our liability under this guarantee is restricted to Rs.... (Rupees... only).
- 6. Our guarantee shall remain in force and effect until ...(set out the date of Expiry), and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. .. (set out last date of Claim period),the said Guarantee all your rights under this guarantee shall be forfeited and We, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.
- 7. We, (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
- 8. We, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the day of One Thousand Nine Hundred and Ninety Nine granted by the Bank.

Yours faithfully,

Dated :(Place)

.....
(Signature of the Officer on behalf of)
(Set out name of the Bank)

.....(Date)