



**BALMER LAWRIE & CO. LTD.**  
CONTAINER FREIGHT STATION  
*[P-3/1 Transport Depot Road, Kolkata-700088.*  
*Phone No 24506818 /24506811, Fax No. 24498355*  
*E-mail: sett.a@balmerlawrie.com]*

e- TENDER NO: BL/CFS-KOL/Hiring of FLT/17-18

## **TECHNICAL / COMMERCIAL BID**

Tender Document for

**HIRING OF FORKLIFT SUITABLE FOR  
CONTAINER STUFFING / DESTUFFING  
AT CFS, KOLKATA**

**DUE DATE & TIME**

**08.03.2018 BY 3.00 P.M.**

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

On line bids in Two Bid System are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned in the tender document under the Heading "General Terms & Conditions" or elsewhere, for undertaking the subject contract for **HIRING OF FORKLIFT SUITABLE FOR CONTAINER STUFFING / DESTUFFING AT CFS, KOLKATA**. Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

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

S. No	Description	Details
1	Name of Work	<b>HIRING of Forklift suitable for container Stuffing/ De-stuffing at CFS Kolkata</b>
2	Tender No	BL/CFS-KOL/Hiring of FLT/17-18
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	<b>Two Years</b>
5	EMD	<b>Rs.25,000.00(MSME/NSIC Reg. Vendors are exempted)</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>15.02.2018</b>
	b. Closes on	<b>08.03.2018 By 3 PM</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

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

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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- 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
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- Certificate from bankers about financial soundness.

#### **2. VERIFICATION OF DOCUMENTS**

- 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.
- 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.
- 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.
- Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.

- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.25,000/- (**Rupees Ten 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. Copies of the instruments (DD/PO/BG) evidencing payment of Tender Fee and 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.

## Scope of Work & Responsibility

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

### **Detailed Scope of work & Related Responsibilities**

1. To engage 2nos. of **3MT capacity Fork Lift( 1 FLT on immediate basis and 1 FLT upon requirement given by BL) and 1 no 5MT Forklift at CFS Kolkata. The forklifts deployed by vendor/s under this Contractor should be** suitable for container stuffing/destuffing upto maximum height, loading, unloading, stacking and storing etc from/to containers, trucks/trailers or warehouse etc as per operational requirement of the Company and instruction of Officer-In –Charge or any person nominated by him. The Forklifts should be able to perform stuffing and de-stuffing of cargo inside containers by fully moving in and outside ISO 20 ft and 40ft Containers and stacking of cargo inside container upto maximum permissible height. The 3MT forklifts (with low mast height) to be deployed shall not be manufactured earlier than 2016.
2. All the costs for running and maintenance of the equipment's shall be exclusively borne by the bidder, e.g. costs towards fuel (petrol/diesel), lubricants, maintenance, regular servicing, driver's salary, etc.
3. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of equipment's, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, PUC, etc.
4. The equipment as stated above should be placed on call basis at P-3/1, Transport Depot Road/ or any location within a radius of 5 k.m. of the CFS to undertake the jobs of loading /unloading/stacking of cargo as and when required.
5. Successful bidder shall depute required driver for operating the Fork Lift for handling /stuffing/destuffing /loading / unloading / stacking operations etc as per requirement of the unit and instruction of operation in-charge of the unit.
6. The driver of the equipment should be present at all the time till loading/ unloading operation etc as required and they should be responsible for execution of the job.
7. The contractor should take all precautionary measures including safety and security of the cargo & goods being handled.
8. The contractor should repair/replace immediately the equipment's in the event of a breakdown at any point of loading/unloading operation. Else, break-down penalty @Rs.500/- per hour will be deducted from the bill of the contractor owing to non-availability of the Fork Lift.
9. The Drivers/Operators of the equipment should possess valid license to operate the equipment. The Drivers/Operators, of the equipment, Mechanics (If any) shall have good health and strictly abide by the administrative rules and regulations of BL.
10. The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury and damages to any person or any property whatsoever which may arise out of in consequence of the work and against all claims, demands proceedings, damages, cost, charges and expenses whatsoever.
11. The Contractor or any of their employee/representative shall not demand and/or accept any **payment or gift or any favour** whatsoever from any customer of the Company for providing the services other than the payment from the Company against services as per the terms of the contract. The Contractor **shall not indulge and/or**

**encourage any corrupt practice** nor seek any undue favour by way of influencing Company's/Customers' employees in whatsoever manner. Indulgence of such practice will be considered as breach of this agreement.

12. Contractor shall remove and/or replace any of their employees or person who as per opinion of the Company are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the Company.
13. Contractor shall at all time take precautions to prevent any unlawful, riotous or disorderly conduct by or among their employees and for perseverance of peace and protection of persons and property inside BL.
14. Contractor shall take necessary instruction from the authorized/nominated person of the Company and undertake the assigned work as per work guideline issued by the Company from time to time.
15. Safety regulation shall be applicable to the total contract. All Safety Regulations in vogue as amended from time to time shall have to be satisfied, as the equipment will be working within the BL premises.
16. Company shall not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the workmen engaged by the contractor and such demand shall be settled by the contractor directly.
17. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.
18. The Driver/Operator of the equipment has to wear Personal Protective Equipment like protective Shoes, Safety Jackets, Helmets etc.

## **GENERAL TERMS AND CONDITIONS**

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

- a) Payment of Interest Free EMD of Rs. **[25, 000/-]**. **However, MSME/NSIC bidders are exempted from submission of EMD.**
- d) Should have minimum Average Financial Turnover of Rs. **[25 Lacs per year during the last 3 financial years ending 2016-17]**
- c) Bidder must own/attach at least 2 nos. of 3MT capacity Fork Lift and 1 no 5MT Forklift.
- d) The bidder must have PF/ ESI and GST registration.
- e) The Bidder must have Trade Licence.
- f) Experience in executing Operation Contract of Fork Lift for least for least 2 years.(Copy of credential to be attached).
- g) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to be provided on contractor's letter head.

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

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

[A] Technical / Commercial Bid [Unpriced]

and

[B] Price Bid

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

### **3. Tender Opening**

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

### **4. Acceptance of 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 also reserves the right to split the order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

4.4 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.

4.6 Order may be placed for 3MT and 5MT FLT separately on respective L1 bidders on BOQ wise L-1 basis.

### **5. 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.

### **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 kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

### **7. Notification of Award**

Offers would be evaluated for each Price schedule independently on BOQ wise L-1 basis.

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

### **8. Escalation / De-escalation**

In case of any upward/downward revision in the price of diesel during the contract/extended period, the escalation/de-escalation will be calculated as follows:



$$0.30 \times A \times \frac{(C - B)}{B}$$

A= Per month rate as per contract.

B= Ruling price of diesel applicable at Kolkata as on date of tender.

C= Revised price of diesel at Kolkata as on the last date of the month.

The escalated/de-escalated rate would be applicable from the 1st of the month following the month in which the diesel price revision takes place.

### **9. Security Deposit**

The successful bidder shall deposit within seven days from the date of Letter of Intent (LOI)/Work order whichever is earlier a sum of **Rs.50,000/- [Rupees Fifty thousand] per Forklift** deployed in CFS by way of Demand Draft in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata as Security deposit. Bank Guarantee in the prescribed format, issued by Scheduled Commercial Bank can also be accepted by the company in lieu of the deposit. The Bank Guarantee is to be valid for a period of two years and six months.

The 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.

### **10. EMD**

The bidder should submit Earnest Money of Rs. 25,000/- (Rupees Ten Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case bidder revokes or withdraws its offer within validity of the offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. EMD of unsuccessful bidder shall be refunded without interest after finalization of the contract. EMD of the successful bidder would be returned upon submission of Security Deposit.

### **11. Payment Terms**

Payment will be made within 15 days from the date of submission of bills provided the same are correct in all respect supported by job requisition slips for additional work and duly certified by Officer-in-charge of the company. Appropriate tax [if applicable] and statutory charges, if any will be deducted from the bills as per statutory regulations.

### **12. Duty Hours**

12 Hours a day basis and generally duty hours shall be between 11.00Hrs to 19.00Hrs (8 hour shift). Payment for half shift or full shift beyond 8 hours normal shift would be paid on pro-rata basis. However, this duty timing may change on need base and shall be intimated to the vendor at least by 12 hours notice.

### **13. Rate**

Rates to be quoted as per Price Bid Schedule attached. Rates should be inclusive of providing equipment, drivers & PPE, all running and maintenance expenses etc. and rates to be quoted shall be inclusive of all duties & charges except for GST which shall be paid by BL extra as applicable. The rate should be kept firm during the period of contract. The quoted rate should include all statutory charges like R.T.O, licence, insurance charges etc. Bidder shall undertake to keep all licences and insurance policies (for the vehicle and operator) valid

during the contract period. No additional charges of any nature would be paid by Balmer Lawrie & Co Ltd over and above the quoted rate. Balmer Lawrie shall only supply the required quantity of diesel for operation of the forklifts.

#### **14. Log Book**

A Log Book to be maintained by the contractor incorporating operational information, like cargo handled, time of completion of work , breakdown period etc. Format for the Log Book will be designed by BL.. The logbook after incorporating all the required information to be signed by contractor and counter signed by officer /staff in charge of BL-CFS on a daily basis, failing which no bills will be settled.

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#### **15. Work Place**

Balmer Lawrie & Co. Ltd. at P-3/1, Transport Depot Road, Kolkata – 700 088 or any location as required and advised by Officer/In-charge of BL-CFS within 5 km radius of the mentioned address.

#### **16. Breakdown and Maintenance**

It will be the responsibility of contractor to ensure proper maintenance of the equipment being offered by them from time to time during the entire tenure of contract. The contractor should repair/replace immediately the equipments in the event of a breakdown at any point of loading/unloading operation. Else, **break-down penalty @Rs.500/- per hour** will be deducted from the bill of the contractor owing to non-availability of the FLT.

#### **17. Handling of Cargo/Container**

The cargo shall be handled with maximum care without any damage to the cargo or any other property. The contractor will be held responsible for any damage to cargo etc. during the handling and the loss will be recovered from the contractor.

#### **18. Contract Period**

The contract would initially be for a period 2 [Two] years with the Company retaining an option for extension for further period of one year on same terms and conditions. Also company reserve the right to avail the service/facility or may discontinue the service/facility by giving one month notice.

#### **19. Insurance**

The contractor should take necessary insurance for their equipment's but not limited to third party liability. It is further clarified that in case of any accident through their equipment's, the contractor shall be liable to BL or any third party for any loss/damage for cargo or person. A copy of such policy is required to be provided to BL-CFS.

#### **20. Labour Law**

The Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men/women employed by them in executing the contract. The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contractor to comply with all or any of the Acts and Regulations, of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Coverage of ESIC/WC for operator/helper to be undertaken by contractor copy of which is to be provided to BL-CFS, failing which BL will deduct at the applicable rate of ESI contribution from contractor's bill and the same will be deposited with the concerned Authority.

Contractor shall be responsible to settle all the disputes with Workmen engaged by them. Contractor shall 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 related to

employment. Notwithstanding the above the contractor should adhere to all employment regulations such as Minimum Wage Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, Provident Fund Act, Gratuity Act, Employees State Insurance Act, Bonus Act, etc.

The Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly. Page | 11

Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the Company for the services rendered other than the fixed rates as covered in this tender.

## **21. 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 (for % monthly availability falling below 80%) of the contractor for two occasions, Balmer Lawrie will be at liberty to terminate the contractor by giving a notice of 21 days.

## **22. 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. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

## **23. 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.

## **21. 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.

## 22. 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.

## **SAFETY CLAUSE**

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

### **List of safety violations and penalty clause for the same**

- B. The list of safety violations have been classified in the following categories :

<b>Category</b>	<b>Details of Violation</b>
Minor	Annexure-1
Subsequent-Minor	Annexure-1
Major	Annexure-2
Subsequent-Major	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.

3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

**C. The penal actions for different types of violations will be as under :**

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-

Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower.  ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee
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**MODE OF DEDUCTION OF PENALTY**

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1<sup>st</sup> violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

**CASE - I**

**MINOR VIOLATIONS**

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over handing burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site

13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding )violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

### **CASE – 2**

#### **MAJOR VIOLATIONS**

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Painting, Maintenance jobs etc)
7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS-KOL/Hiring of FLT/17-18 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 /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	GST Registration. No.			
12	Whether copy of GST 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	<b>If MSME vendor is SC/ST must furnish their relevant document</b>			
17	Number of own/leased/attached 3MT FLT suitable container stuffing/destuffing. Registration number of each equipment [Attach copy of documents/letter from associate Company or arrangement] ]	<b><u>Make</u></b>	<b><u>Capacity</u></b>	<b><u>Yr. of Mfg</u></b>
18	Number of own/leased/attached 5MT FLT suitable container stuffing/destuffing. Registration number of each equipment [Attach copy of documents/letter from associate Company or arrangement]	<b><u>Make</u></b>	<b><u>Capacity</u></b>	<b><u>Yr. of Mfg</u></b>
19	Time required for mobilizing of the Equipment (no of days)			



### BOQ for 3MT FLT

Sl.No.	Job Description	Qty	Unit	Rate	Amount
01	Monthly hire charges: 1 no 3 MT Low Mast Forklift on a monthly basis (excluding Sundays) for Stuffing & destuffing of cargo from 20/40/45 ft Containers with max permissible stacking height, stacking of cargo in warehouse and or yard, shifting etc on 8 hours working a day and 26 days per month	24	Month		
02	Rate for working on Sundays/Public Holiday for 8 hrs. shift	20	Day		

**Note:** 1. Rate should be inclusive of all taxes/duties except GST if any.

- Rate to be quoted in Price bid above for 1 no FLT. 2<sup>nd</sup> FLT to be deployed on approval of BL-CFS upon requirement at the same rate quoted above.
- Payment towards half shift or full shift beyond 8 hours duration would be made on pro-rata basis.
- The 3MT Forklifts should be able to perform stuffing and de-stuffing of cargo inside containers by fully moving in and outside ISO 20 ft and 40ft Containers and stacking of cargo inside container upto maximum permissible height.

### BOQ FOR 5MT FLT ON CALL BASIS

#### Service charges for handling Cargo with low mast height 5MT capacity Fork Lift Services.

Sl. No.	Description of Work	*QTY	UNIT	RATE	AMOUNT
1	Providing <b>5MT capacity Fork Lift with low mast height</b> for handling cargo inside ISO containers like stuffing/destuffing storing, loading, unloading etc. [Including one Operator & One helper(if required) for the said equipment]	10000	MT		
2	Providing above mentioned 5MT FLT for Full Container Stuffing/Destuffing, storing, loading, unloading etc. from/to 20 feet ISO containers .	200	TEU		
3	Providing above mentioned 5MT FLT for Full Container Stuffing/Destuffing , storing, loading, unloading etc. . from/to 40 feet ISO containers .	200	FEU		

**Note:** 1. Rate should be inclusive of all taxes/duties except GST if any.

- The above mentioned Quantity is an indication only. The Company shall not guarantee any volume commitment.
- The 5MT Forklift should be able to perform stuffing and de-stuffing of cargo inside containers by fully moving in and outside ISO 20 ft and 40ft Containers and stacking of cargo inside container upto maximum permissible height