



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION

CONTAINER FREIGHT STATION
[P-3/1 Transport Depot Road, Kolkata-700088.
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E-mail: sett.a@balmerlawrie.com]

TECHNICAL / COMMERCIAL BID

Tender Document for

IGM ENTRY IN BL SYSTEM,

DUE DATE & TIME: [22/06/2018 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 & Conditions” for undertaking the subject contract for **IGM ENTRY IN BL SYSTEM & ALLIED SERVICES.**

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.

SL. No	Description	Details
1	Name of Work	IGM ENTRY IN BL SYSTEM
2	Tender No	BL/CFS-KOL/IGM Entry/18-19
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	One year to be extended by one more year upon mutual consent
5	EMD	Rs.5,000.00(MSME/NSIC Reg. Vendors are exempted)
6	Downloading / Submission of Tender :	
	a. Starts on	12.06.2018
	b. Closes on	22.06.2018 By 3.00 PM
7	Opening of Tenders	On or after due date and time for submission.

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. 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.

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- 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.

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. **MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.** 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.

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HELPSDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
OFF HOURS & HOLIDAY SUPPORT Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos. Please email your issues before your call helpdesk. This will help us serving you better.			
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers			
Balmer Lawrie & Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001			
Balmer Lawrie e-Tendering Support Staff:			
Nodal officer (For Escalation): C1 India Mr. Ritabrata Chakraborty (PM), Contact Details:+91 8697910411, E-mail-ritabrata[at]chakraborty[at] c1india[dot]com	Name	E-mails	Phone Numbers
	1. Mr. Tuhin Ghosh	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071
	2. Mr. Tirtha Das	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
	3. Mr. Ravi Gaiwal	ravi[dot]gaiwal[at]c1india[dot]com	+91-022-66865633
	4. Mr. Ujjal Mitra	ujjal[dot]mitra[at]c1india[dot]com	+91-8986678058
<input type="button" value="close"/>			

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.

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- 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

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:

1. Entry of IGM/Form-1 and allied documents at our CFS.
2. Provide information to customers regarding removal status.
3. Provide information regarding location of containers inside CFS.
4. After entering into the system the respective person should take a print out of entered IGM/ Form-1 and prepared a list of containers vessel wise after tallying with list of customs movement permit which had received at port with IGM for awaiting removal from Dock and handover to the officers as advised to them.
5. Also enter into the system required date/information as may be needed from time to time to ensure better control of operations to improved customer services.
6. The agency shall deploy person (s) who should receive the Form-1 from Customers, observe thoroughly with container No., size detail of cargo, Line No., Voyage, Vessel, Package Mark, Importer, Shipping Agent and Clearing Agent etc before accepting and making entry into the computer system.
7. On receipt of verbal/written instruction from representative of the company, the agency should immediately depute the person and should promptly undertake the job.

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8. Every working day representative should be available according to requirement during office hours. and depending upon the urgency of the work the respective person should complete the job within the day, if necessary staying beyond the working hours.
9. The agency engaged for the assignment should be keeping upto date information of the person deployed by him so that work does not suffer due to lack of co- ordinations/communication /absenteeism and any other reason what so ever.
10. Depending on the requirement, the company may advise the agency to undertake work during weekly off-days, holidays and on any shift or time. The agency should be prepared to undertake the assignment without any additional remuneration.
11. The representative of the agency should bear good moral and strictly obey the administrative rules of CFS. The Agency shall be answerable for all complaints due to negligence, misconduct, malpractice on the part of any person engaged by the Agency. All persons employed by the Agency should carry identity card and their names should be informed to the company.
12. Persons engaged by the Agency shall not demand and/or seek any payment/gift or undue favour by way of influencing company's customer, indulge and/or encourage any corrupt practice.
13. The Agency shall remove/replace any of their employees or person who as per opinion of the company charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the company.
14. The Agency shall take necessary instruction from no other person than the authorized/nominated person of the company and undertake the assigned work as per work guideline to be issued by the company from time to time.
15. The Agency should be capable to provide sufficient manpower as per requirement of the company for the job on all working days without any exceptions.
16. The Agency shall comply all statutory obligations including employment regulations in respect of all staff employed by them in executing the contract and shall settle all disputes with their employees and shall indemnify to absolve company of all liabilities to employment condition and also adequately safeguard company against any possible IR problem/claim including permanent/temporary disablement or death due to accident while on duty. The Agency will ensure that the services rendered are discharged company by the employees engaged by them.

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. **[10 Lacs per year during the last 3 financial years.]**
- c) The bidder must have PF, ESI and GST registration.
- d) The Bidder must have Trade Licence.
- e) Experience in data entry/document generation job for at least 2 years.(Copy of credential to be attached).
- f) 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 Single part titled as Technical / Commercial Bid [Unpriced]

For Price Bid, only the rates are to be submitted in the eproc format.

3. Tender Opening

Tender will be opened in the eproc portal on the pre-determined due date/time.

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.

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

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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 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

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. Performance Guarantee

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.15,000/- [Rupees Fifteen thousand only] 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 one year 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.

9. Security Deposit / 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. 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. While EMD of unsuccessful bidder shall be refunded without interest after finalisation of the contract, EMD of successful bidder shall be converted into part of the Security Deposit or else shall be refunded after receipt of full SD money.

10. Payment Terms

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Payment will be made within 30 days from the date of submission of monthly 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.

11. Duty Hours

Every day requisite number of representative should be available according to requirement during office hours and depending upon the urgency of the work the respective person should complete the job within the day, if necessary, staying beyond the working hours.

12. Rate

The rate should be quote in Price Schedule of the tender document should be all inclusive except for GST, which shall be paid by BL extra as applicable..

13. Contract Period

The contract would initially be for a period of 1[One] year 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.

14. Eligibility & Capacity

The bidder should be well experienced and capable of undertaking data entry of large number of containers at a time and should be able to provide information to the customers in a decent manner in English/Hindi & Bengali as well as per the callers requirement. They shall be able to deploy required number of qualified staff for smooth operation on all days of work with proper back up of people to render this service.

15. Volume Of Work

The volume of work may increase or decrease but consolidated charges for the services to be rendered by the awardee contractor shall remain unchanged.

16. 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

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- 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.

17. 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.

18. 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.

19. 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.

20. 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 e-Tender No BL/CFS-KOL/ IGM Entry/18-19 and hereby confirm our acceptance of the same.

Place :
Date :

Signature of Tenderer
Name & Address
Telephone Nos.
Office:
Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

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

PRICE SCHEDULE

Sl. No.	Description of Work	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Cost of Services for IGM Entry in Balmer Lawrie Systems & Package and Allied Services as per the Scope of Work and in Compliance with General Terms & Conditions of contract.	12	Months		

GST %