



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

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

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

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

**e- TENDER NO: BL/CFS-KOL/Trspt HDC Container/18-19**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**TRANSPORTATION OF EXIM LOAD CONTAINERS BETWEEN  
HDC AND BL- CFS- KOLKATA**

**DUE DATE & TIME**

**23.07.2018 BY 4.00 P.M.**

SIGNATURE OF TENDERER

DATE:.....

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**NOTICE INVITING E-TENDER**

Physical Tender in Single Bid System are invited from Balmer Lawrie's registered and experienced transport Vendors, who fulfil the eligibility criteria mentioned in the tender document under the Heading "General Terms & Conditions" as well as in any other place in the tender document for undertaking the subject contract for **TRANSPORTATION OF EXIM CONTAINERS BETWEEN HDC AND BL-CFS- KOLKATA .**

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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>TRANSPORTATION OF EXIM CONTAINERS BETWEEN HDC AND BL-CFS- KOLKATA.</b> |
| 2     | Tender No                            | <b>e- TENDER NO: BL/CFS-KOL/Trspt HDC Container/18-19</b>                 |
| 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.15,000.00(MSME/NSIC Reg. Vendors are exempted)</b>                  |
| 6     | Downloading / Submission of Tender : |   |
|       | a. Starts on                         | <b>09.07.2018</b>   |
|       | b. Closes on                         | <b>23.07.2018 BY 4 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 three years
- Certificate from bankers about financial soundness.

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**2. VERIFICATION OF DOCUMENTS**

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.15,000/- (**Rupees Fifteen Thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. However (**MSME/NSIC Reg. Vendors are exempted from EMD** subject to their submission of valid relevant certificate. **MSME/ NSIC vendor are required to 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 MSME's order 2012.** Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

**1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

**1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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Bidder may contact the following resource persons for any assistance required in this regard.

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST<br>(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)) |  |                 |                            |
|---|--|-----------------|----------------------------|
| Please email your issues before your call helpdesk. This will help us serving you better.                         |  |                 |                            |
| Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road,<br>Kolkata - 700 001  |  |                 |                            |
| Dedicated Helpdesk for Balmer Lawrie  |  |                 |                            |
| Contact Person  | E-Mail ID  | Tel. No.        | Helpdesk Nos are open from |
| 1. Mr. TirthaDas (Kolkata)  | <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>                           | +91-9163254290  | MON - FRI                  |
| 2. Mr.Partha Ghosh (Kolkata)  | <a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>                       | +91-8811093299  | MON - FRI                  |
| 3. Mr. CH. Mani Sankar (Chennai)  | <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> | +91-8939284159  | MON - SAT                  |
| 4. Ms. Ujwala Shimpi (Mumbai)   | <a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>                     | +91-22-66865608 | MON - FRI                  |
| 5. Helpdesk Support (Kolkata)   |  | +91-8017272644  | MON - SAT                  |
| Escalation Level 1  |  |                 |                            |
| Mr.Tuhin Ghosh  | <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>                         | +91-8981165071  |                            |
| Escalation Level 2  |  |                 |                            |
| Mr.Ashish Goel  | <a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>                         | +91-9818820646  |                            |
| Escalation Level 3  |  |                 |                            |
| Mr.Achal Garg   | <a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>                           |                 |                            |

## 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.

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- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

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## **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed in BOQ and outlined 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 explicitly covered below /BOQ 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. Transportation of Loaded ISO containers(including Reefer, Tank Containers/Flat Rack etc.) from Haldia Dock Complex (HDC) to Balmer lawrie CFS at P-3/1, Transport Depot Road , Kolkata-700088.
2. The transporter is responsible to supply trailer with valid permit of trailers & man permit of of HDC for transportation of containers from /to port.
3. The representative of the company would give written requisition or verbal instruction to the authorized person of the contractor for the required number of vehicles in advance normally on previous day. There may be instances when the transporter would be required to place vehicles on receiving short notice of 12/24 hours. The transporter should place trucks/trailers at the nominated place well within the time mentioned on the requisition or as per verbal instruction of the company's representative. Contractor must ensure that the complete picture on movement position of the containers is to be provided from time to time but definitely latest by 9.30 a.m. the next morning to the Dock Operation Executive/officer of BL.

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4. The driver of the vehicle and supervisory staff should be present all the time till loading/unloading of containers at HDC or our CFS. The supervisor should be responsible for getting the job done i.e. loading/unloading of containers and should constantly interact /coordinate with Port operating personnel and Shipping Lines without any interruption/hindrances.
5. It will be the responsibility of the contractor to draw the attention of officers of BL if any damage observed to containers while loading at HDC / BL-CFS and get it surveyed by the surveyor through the concerned representative of BL and duly noted and counter signed in the challan issued by the contractor before the container is moved out of the dock/BL-CFS.
6. Containers should be transported through the route nominated by the company and any deviation required for exigencies/emergency should be informed to the company in advance with valid reasons.
7. Containers should be delivered from point of lifting at HDC/BL-CFS to point of delivery i.e BL-CFS/HDC within reasonable time.  
If the trailer do not report at destination within the stipulated time, the company reserve the right to impose suitable penalty towards detention of containers due to delay in reaching the destination.
8. The contractor should follow all the applicable rules & regulations of the concerned authorities. Any penalty due to violation of any rule would be to the contractors account.
9. For Containers, while in the custody of the contractor, the contractor should take all precautionary measures including safety and security of the containers for safe transportation and delivery of the container at the destination.

## **GENERAL TERMS AND CONDITIONS**

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

- a) Deposit of Earnest Money of ₹15,000/-. However, MSME/NSIC bidders are exempted from submission of EMD subject to their submission of relevant Certificate.
- b) Submission of Trade Licence.
- c) Proof for **ownership** of own fleet of trucks/trailors (minimum 30 nos.).
- d) Working experience (minimum 3 years) in KDS/HDC.
- e) Minimum turnover of ₹50.00 Lacs per financial during last three financial years.
- f) Registration Certification with PF/ESIC.
- 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. 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.

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## **2. Acceptance of Offer**

Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted for the entire job. However, Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

## **3. 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.

## **4. Price Variation**

- 4.1 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.
- 4.2 The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

## **5. 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).

## **6. Security Deposit / EMD**

The bidder should submit Earnest Money of Rs. 15,000/- (Rupees Fifteen 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 does not perform 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. EMD of the successful bidder may be refunded upon submission of full security Deposit.

## **7. Payment Terms**

Payment will be made within 30 days from the date of submission of bills provided the same are correct in all respect and certified by authorized representative of the Company. Bill may be submitted on half yearly basis after completion of preceding half year period. Appropriate tax

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[if applicable] like Income tax, Works contract tax and statutory charges, if any will be deducted from the bills as per statutory regulations.

## **8. Rate**

Rates to be quoted as per Price Bid Schedule attached. Rates quoted shall be inclusive of all duties & charges except for GST which shall be paid by BL extra as applicable and as per Govt. norms from time to time. The rate should be kept firm during the period of contract. Page | 9

## **9. Contract Period**

The contract would be for a period 2 [Two] years from the date of issuance Work Order/ LOI.

## **10. Insurance**

The contractor should take necessary insurance for their vehicles but not limited to third party liability. It is further clarified that in case of any accident through their vehicle, 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.

In case of any shortage/damage/loss to goods for whatsoever reason while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage/shortage/loss. The fleet owner should have a Carrier's Legal Liability cover for all the vehicles that are engaged in transportation of container & cargo contained therein for Balmer Lawrie-CFS (from Port to CFS & vice-versa). The limit of indemnity in this policy should cover Rs. 1.00 lac AOA and Rs. 1.00 lacs AOY (1:1) for loss / damage to container and Rs.50.00 Lacs AOA and Rs. 50.00 Lacs AOY (1:1) for loss/damage to cargo contained in the container.

## **11. 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 and/or any other legislation as is in force and as applicable in respect of this tender, etc.

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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.

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.

## **12. 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.

## **13. Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within KoPT, CFS/Empty Container yard where jobs under scope of this contract are being carried out by them. Any damage to any life and/or property therein as mentioned due to negligence/mishandling of vehicle by the Operator and /or malfunctioning of the vehicle 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 vehicle used under this contract.

## **14. Volume of work**

Anticipated/estimated volume of works by way of Containers those will be handled during the contract period of two years are being provided in Quantities of PRICE, SCHEDULE given below .However this is purely an estimate. No claim shall be entertained in the event, the volume of work is substantially lower. The contractor should also be prepared to increase the fleet strength as well as manpower in case volume of business stated above are higher.

## **15. Security Deposit**

The successful bidder shall deposit **an amount of Rs 1 lakhs** within seven days from the date of Letter of Intent (LOI)/Work order whichever is earlier 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.

## **16. Force Majeure Conditions:**

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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.

### **17. 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.

### **18. 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/Trspt HDC Container/16-17 and hereby confirm our acceptance of the same.**

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

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**Annexure A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

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| <b>S. No</b> | <b>Description</b>  | <b>Tenderers Details</b> |
|--------------|---|--------------------------|
| <b>1</b>     | Name of the Tenderer  |                          |
| <b>2</b>     | Address of the Registered Office  |                          |
| <b>3</b>     | Address of the branch / office quoting against the Tender   |                          |
| <b>4</b>     | Year of commencement of business  |                          |
| <b>5</b>     | Whether Sole Trader/ Partnership /LLP/ Private Limited Co., or Public Limited Co.                       |                          |
| <b>6</b>     | Registration No. (Under companies Act )   |                          |
| <b>7</b>     | Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded         |                          |
| <b>8</b>     | Income Tax PAN no.  |                          |
| <b>9</b>     | Whether copy of PAN enclosed  |                          |
| <b>10</b>    | Whether copy of latest Income Tax Return uploaded   |                          |
| <b>11</b>    | GST Registration. No.   |                          |
| <b>12</b>    | Whether copy of GST Registration certificate Uploaded   |                          |
| <b>13</b>    | Name of the Banker  |                          |
| <b>14</b>    | <b>Whether registration under MSMED act</b>   |                          |
| <b>15</b>    | <b>In case registered under MSMED provide registration number and copy of registration certificate.</b> |                          |
| <b>16</b>    | <b>If MSME vendor is SC/ST must furnish their relevant document.</b>                                    |                          |

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**PRICE BID :BOQ**

| Sl.No. | Description of Transportation Job                                      | Qty. | Unit | Rate | Value |
|--------|--|------|------|------|-------|
| 1      | Cost of Transportation of Import Loaded Container from HDC to BL-CFS . | 150  | TEU  |      |       |
| 2      | Cost of Transportation of Import Loaded Container from HDC to BL-CFS . | 60   | FEU  |      |       |
|        | TOTAL  |      |      |      |       |

**Rate above to be quoted excluding GST. GST to be applicable as extra**

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