

Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23



BALMERLAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[No.32, Sattangadu Village, Manali, Chennai-600068

Phone No 25941813 /25942557, Fax No. 25941863

E-mail: shankar.vb@balmerlawrie.com

CIN - L15492WB1924GOI004835

e- TENDER NO: BLC/CFS/RST Hire/23

Dt.27.08.18

TECHNICAL/COMMERCIAL BID

Tender Document for

Hiring of 3 Nos. Reach Stackers

DUE DATE & TIME: [17/09/2018 at 16:00 Hrs]

INDEX

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	7
5	General Terms and conditions	9
6	Declaration accepting terms & conditions by bidder	16
7	Details of our requirements	17
8	Details of Equipment to be placed	19
9	Particulars of the tenderer's organization	23
10	Price Bid	24

NOTICE INVITING E-TENDER

On line bids in two bid system are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for **Hiring of 3 Nos. Reach Stackers**.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the 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	Hiring of 3Nos. Reach Stackers
2	Tender No	BLC/CFS/RST Hire/23
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	Two years w.e.f. 01.12.18
5	EMD	Rs.6,00,000/- i.e. @ Rs.2,00,000/-per Reach Stacker
6	Downloading / Submission of Tender :	
	a. Starts on	27.08.2018
	b. Closes on	17.09.2018 at 16.00 Hrs
7	Opening of Tenders	As per tender calendar

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 company/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 three years

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

- f. Certificate from bankers about financial soundness. [Scanned Sealed Envelope to be uploaded hard copy to be submitted to our office]
- g. Experience / Credential Certificate
- h. MSME / NSIC Certificate if applicable
- i. SC/ ST Self-Declaration in case of MSME / NSIC

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.

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.6,00,000/- (**Rupees Six lakhs only**) by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Chennai]**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. Offer submitted without EMD will be rejected. However submission of EMD is exempted for Small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission of valid copy of registration certificate. It is mandatory that MSME vendors must declare their UAM (Udyog Aadhaar Number) on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement policy for MSME's order 2012. 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. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

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 is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

Escalation

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159
Ravi Gaiwal (Mumbai)	ravi.gaiwal@c1india.com	+91-22-66865633

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.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

All the bidders who do not have digital certificates need to obtain the same. They may contact help desk of C1 India Pvt. Ltd.

02.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 Tenders/ submission of filled in tender documents by due date & time.
- 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. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

“ Any amendment / corrigendum, as and when required will be uploaded only on the website of the Company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for up-dation”.

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03. 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 in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorized representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorized 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/supply all facilities which may not be explicitly 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:

1. The broad responsibility areas of the Contractor will inter alia be as under:

- a. Loading/ Unloading/ Shifting of loaded/ empty 20'/ 40'/ 45' containers of all types including provision of making necessary arrangements for loading/ off-loading ODC's / OOG's as well. Necessary slings and ropes for handling ODC container/cargo shall be provided by the hirer free of cost. If the equipment at any time is found capable of handling only 20' containers and not of 40'/ 45', it would be treated as breakdown. However if its services are used at sole discretion of the Company during this situation for 20' containers, the eligibility for payment will stand same as per instruction of Company's representative.*
- b. Give delivery of import and export load /empty containers and Over Dimension cargo(ODC) cargo by using sling as per directive of company representative.*
- c. Ensure that all the containers / Over Dimension cargo(ODC) containers / cargo are handled carefully.*
- d. In case of handling of tanker container, it should be handled very carefully. The operator along with helper should assess the yard surface properly before grounding the tank container. Any damage to tank container due to improper unloading or negligence of operator would be borne by them and consequent repair cost if any would be recovered from the monthly bills.*
- e. Rendering necessary assistance for lifting for locking of containers as and when required.*
- f. All the reach stackers offered by the bidder should have a weight indication counter as a safety precaution measure before the container could be lifted by the reach stacker.*
- g. The twist locks of reach stackers should be properly load tested by the competent safety authority at least once in a year.*
- h. The lifting capacity of reach stackers offered must be of 45 MT*
- i. Rendering necessary assistance for shifting for weighment etc., in presence of Balmer Lawrie officials / customs officials.*

- j. Ensure that container which has damaged/tampered seal or whose contents appear to be damaged/shall be handled by following the procedure prescribed by Customs/other concerned authorities/Company Officials.*
- k. Ensure that the containers / materials are handled with proper care and no damage is caused to any material/property of the Company and its customers.*
- l. Ensure adherence to all safety norms.*

The above list is illustrative and not exhaustive, and the contractor will arrange for necessary handling operations as and when required and as instructed by the Company officials.

2. Deployment of Equipments

The Contractor will be required to position in fully operating conditions within 3 weeks from the date of contract. The equipment should be positioned and re-commissioned by the hirer at his cost.

The contractor should take out a third party insurance cover for all vehicles/equipment to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the equipments. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as salaries of drivers with valid driving license, fuel, lubricants, maintenance, etc shall be borne by the Contractor.

**We require 3 Nos. Reach stackers Model 2016 or later for immediate placement by 01.12.2018
(Two reach stackers for 16 hrs working in a day for 30 days working in a month and one reach stackers for 16 hrs working in a day for 26 days in a month)**

3. Deployment Of Manpower & Working Hours

The Contractor should provide all safety equipments required by the workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy.

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.

It is clearly understood that the labour engaged by the Contractor are his own workmen and not employees of the Company. The Contractor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

The contractor will have to provide services round the clock (24 hours x 7 days).

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

It will be the duty of the Contractor to engage suitable Managers, Supervisors, helpers to assist the operators while handling the containers, mechanics etc at his own cost for carrying out the work.

It will also be the responsibility of the Contractor to ensure that the labour engaged by him do not demand any gratification from the CFS customers.

The Contractor will have to submit the details of their equipments and personnel to the Company for issuance of entry pass. Only pass holders will be permitted to enter CFS. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.

Pre-Bid Meeting

Interested vendors are welcome to have a pre-bid meeting with our Company at Chennai on any working days with a prior appointment for any clarifications of the tender documents and proper understanding of our requirements of the work.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria for Techno-Commercial Bid

Requirement

3 Reach Stackers to be positioned by 1st Dec 2018

- a) Payment of Interest Free EMD of Rs. Rs 6,00,000/-(@ Rs. 200,000 per equipment)(MSME and NSIC bidders are exempted from payment subject to submission of proof of valid certificate)
- b) At least 2 years' experience of handling containers at any CFS/ Port/ Terminal ending as on 31st March 2018
- c) Model of reach stacker offered shall be a well-known brand manufactured in 2016 or later
- d) All the reach stackers should be owned by the bidder and should be in the name of the bidder and the RC copies of the same should be submitted.
- e) Should have minimum average turnover of Rs. 1 crore per year during the last 3 financial years (2014-15, 2015-16 and 2016-17). The copy of chartered Accountants or Audited P& L Account or Balance Sheet copies to be enclosed
- f) Should be capable of placing 3 Reach Stackers manufactured in or after the year 2016.
- g) Bidder should have PF/ESI registration (Proof to be submitted)
- h) The bidder must submit bankers solvency certificate for Rs.40 lakhs issued by their bankers valid for six months from the date of the tender (Proof to be submitted)
- i) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head. If this turns out to be false on verification by BL, the contract may be terminated/the bidder may be blacklisted permanently for all future jobs for the entire company.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

- j) No. of Reach Stackers owned by the bidder should enclose the valid load test certificate of each equipment offered along with certificate from licensed organization of its load lifting capacity in different situations as prescribed in Annexure A of this tender.

Note: The proof of documents wherever sought in the eligibility criteria should be submitted by the bidders at one short along with the technical bid itself. The supporting documents submitted by the bidder on the face of opening the technical bid alone would be considered for evaluation and no further communication would be entertained by Balmer Lawrie in this regard for seeking time for submission of documents.

02. 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.

03. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, the date of opening of the PRICE BIDS will be intimated individually to the bidders who will be found techno-commercially qualified.

04. RATES

- The rate is to be quoted in the **Price Bid Format** on monthly rental basis for the equipment to be stationed at Company's premises at Manali, Chennai for use by the Company on exclusive basis for 16 hours a day, 30 days in a month for 2 reach stackers and 16 hours a day, 26 days in a month for one reach stacker. Rate for additional Working beyond stipulated time/ days should be quoted separately [Please refer Price Bid].
- The rates should be kept firm during the entire period of the contract, subject to Escalation/ De-escalation Clause (Clause-17).

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

- The rates shall include the cost of statutory charges including R.T.O. License, Insurance charges and shall be inclusive of the salary of the operator and running costs such as fuel, lubricants, maintenance, etc. The owner will undertake to keep all valid licenses and insurance policies during the tenure of contract. No additional charges of any nature would be paid by Balmer Lawrie over and above the quoted rates. The applicable Service Tax shall be mentioned separately in the Price Bid as per format.
- Rates quoted for the reach stackers of 2016 or later only shall be considered for comparison for award of the tender.

05. Acceptance of offers

- 5.1 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 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 L-1 status would be determined based on the total value quoted by the bidder for all the items put together. 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.
- 5.4 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 will be rejected.
- 5.5 Bids from the tenderer of CFS business will not be considered to avoid the conflict of interest.
- 5.6 The rate is to be quoted in the prescribed format (as specified in Annexure B) on monthly basis for the equipment to be stationed at company premises at Chennai for the use by the company, on exclusive basis for two reach stackers for 16 Hrs a day for 30 days working in a month and one reach stacker for 16 hrs a day for 26 days working in a month.
- 5.7 Rate for additional working beyond stipulated time / days should be quoted separately in the prescribed format.

04. Negotiations

- 6.1 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.
- 6.2 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.

07.Price Variation

7.1 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.

7.2 The quoted rates shall be valid for a period of minimum 120 days from the date of opening the price Bid.

08. Notification of Award

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

09. Contract Period

The contract will be for a period of **[24 months effective from 01.12.2018]** or such date as may be mutually agreed.

10. Penalty due to non-performance

In case of breakdown of any equipment for a time exceeding 1 hour, proportionate deduction would be made from the Monthly hire charges. It will be contractor's responsibility to make alternate arrangement at his own risk and cost. In the event of the failure of the contractor to make alternate arrangement, Balmer Lawrie & Co Ltd would make necessary alternate arrangements at the risk and cost of the contractor and the additional amount incurred by the Company shall be recovered from the Contractor's bills.

11. Break Down and Maintenance

It will be contractor's sole responsibility to ensure proper maintenance of the equipments being offered. All expenses on this account will be borne by the contractor. A Maintenance crew should be stationed at the CFS for this purpose. The contractor should ensure smooth functioning of RFID equipment installed on RST for container tracking purpose and inform the designated yard supervisor about any malfunctioning. If the problem occurred during the repairing of RST due to break down, then it is contractor's responsibility to rectify the same immediately.

12. Performance Guarantee

Performance Guarantee for **[Rs.2 lakhs] per reach stacker** has to be submitted in the form of a Bank Guarantee, as per prescribed format of the Company, to cover the "Risk & Cost" of any damages caused due to negligence of the Operator/mishandling of equipment/malfunctioning of equipment or non-performance. The Performance Bank Guarantee should be valid for a period of 30 (thirty) months from the

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

date of commencement of contract. Alternatively successful bidder may deposit performance guarantee in form of DD/BG in favor of the company. This performance guarantee will not bear any interest.

13. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

- a) The Contract Labour (Regulation & Abolition) Act 1970
- b) The Employees Provident Funds and Miscellaneous Provisions Act 1952
- c) The Employees State Insurance Act 1948
- d) The Minimum Wages Act 1948
- e) The Workmen Compensation Act 1923

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by bidder 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 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. All the operators should undergo a eye test and submit the proof of fitness for operating the Reach Stackers.

It may be noted that the bill submitted by successful bidder for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PF, 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.

14. Security Deposit

A non-interest bearing Security Deposit of **[Rs.2 lakhs] per reach stacker** by way of Bank Draft or Bank Guarantee of equivalent amount, in addition to the Performance Guarantee, will be required to be deposited with the Company by the successful bidder within 10 days of getting work order from the Company. In addition, the Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract period. The EMD amount would be forfeited by Balmer Lawrie & Co Ltd in the event of the bidder's failure to perform the job order placed by the Company or lack of interest to perform

the contract. EMD of unsuccessful bidders would be refunded without interest on request by the vendor after finalization of contract by Balmer Lawrie & Co Ltd.

15. Payment Terms

Upon submission of certified bills along with daily log-sheets of actual work done during a month and with proper proof of remittance challan towards PF/ESI, duly endorsed/ certified by designated official of the Company by the 5th of the next month, payment will be made by 15th of the month (10 days after the date of bill submission) after necessary statutory deductions.

16. Insurance

The bidder should have comprehensive insurance policy for each reach stacker offered in order to cover the handling damages that may occur while handling the container or cargo at our CFS. **Any claim in respect of container/cargo damage or empty containers if any received from our customers due to negligence of contractor's operator, failure of twist lock or mishandling of the container by the operator would be recovered from contractor's monthly bills and arranging necessary insurance claim formalities in this regard would be in the scope of contractor's responsibility.**

17. Fuel Escalation/De-Escalation

The rates should be firm throughout the contract period except for escalation/de-escalation of HSD price announced by Govt of India during the contract period. The escalation/De-escalation will be calculated as per following formula:

$$\frac{0.30 \times A \times [C - B]}{B}$$

A= Per month rate as per contract.

B= Ruling price of diesel applicable at Manali, Chennai as on 01.12.18

C= Revised price of diesel at Manali, Chennai as on the last date of the month

The diesel price prevailing at the last day of the previous month would be applicable for calculation of escalated/De-escalated rate for the billing period. No other price Escalation on any account will be entertained during the contract period.

18. General Safety, Security & Other Regulations

The laid down safety and security rules and regulation of BL-CFS, Manali, Chennai, shall have to be strictly adhered to. The contractor shall allow only those workers who have the authorized gate entry permits and will ensure that they compulsorily use proper safety equipments. The used lubricants should be disposed off in proper manner by following the safety procedures. Violation of any safety norms by the contractor's staff would lead to imposing of suitable penalty. The selected contractor shall comply with the provisions of

the required Insurance, Minimum Wages Act, Contract Labour Act, Workmen's Compensation Act, ESI, PF, Bonus, Gratuity Acts, etc. or any other Acts/ Rules, which are applicable as per the Statute, in respect of the workmen/ personnel employed by him.

19. Sub-letting of Work

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor.

20. Indemnity

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint. The contractor will be required to 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 those related to employment. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly. The Contractor shall co-operate with the company in all matters relating to introduction/adoption of new equipment technology, machinery, compliance of all relevant laws, rules or regulations, relating to CFS operations and implementation of any scheme/policies/guidelines recommended by the Company aimed at swift and better customer service.

21. Penalty

Over and above the penalty mentioned in clause 10 above, break-down of equipment for more than 2 days in a month would result in deduction of Rs.500 per equipment per day for breakdown days (out of normal 30 days or 26 days).

21. 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 3rd party insurance cover is kept valid by the contractor for the equipments operating inside the CFS.

22. Termination

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

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 and deliveries under the contract shall be resumed as soon as practicable.

24. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to 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. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the eTender No :BLC/CFS/RST Hire /xx and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Annexure A

Tender for Hiring of Reach Stackers

DETAILS OF OUR REQUIREMENT

[01] Lifting Capacity	45 MT (The equipment should be capable of lifting a loaded container upto 4 high with a clearance of minimum 2 feet from its resting at 3 high level)
[02] Stacking	4 High [Ground + 3 High].
[03] Hiring period	For a period of 2 years with effect from 01.12.2018 or from the date of actual placement of the Reach Stacker, whichever is later. However, the Company shall be at liberty to foreclose the contract if the situation so demands.
[04] Condition of equipments	The equipments should be in good working condition. The equipments offered must have been manufactured in 2016 or later. The equipment will be inspected and trial test runs will be carried out for which all facilities shall be provided by tenderer.
[05] Operator	To be provided by the Owner.
[06] All running costs [including Fuel, Lubricants, etc.]	To be borne by the owner.
[07] Normal operating hours	All equipments would be made available for performing operation for 16 hours a day, 30 days a month for 2 Reach Stackers and 16 hours a day, 26 days in a month for 1 Reach Stacker.
[08] Maintenance	To be borne by the Contractor. In case of breakdown beyond one hour, alternate arrangement has to be made by the contractor, in case of job requirement, at his own cost and risk. Proportionate deduction would be made for breakdowns beyond one hour if no alternate Reach Stacker is arranged.
[09] Positioning	The equipment should be positioned at our CFS premises located at Manali, Chennai.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Chennai] e-
Tender No : BLC/CFS/RST Hire/23**

[10] Certification

The fitness of the equipments should be certified by a competent authority clearly specifying the residual life of the equipment for safe/secure operations and a valid certificate should be provided to the company.

Tender for Hiring of Reach Stackers

EQUIPMENT DETAILS TO BE FURNISHED BY BIDDER

Please use separate sheets for each equipment being offered. In case of new Reach stacker, mention clearly and attach a separate quote for the standby Reach stacker that will be offered till the date of positioning of brand new Reach stacker.

FOR REACH STACKER-1

- [01] Name of the Manufacturer :
- [02] Month & Year of Manufacturing :
- [03] Registration Number :
- [04] In possession with owner since :
[Please enclose proof of ownership]
- [05] a. Presently available at [address] :
- b. Whether in operating condition :
- c. Whether available for inspection :
- [06] Maximum stacking & lifting capacity: High_____ MT_____
- [07] Lifting capacity : Row Height
- 1stRow _____MT Ground _____MT
- 2nd Row _____MT Gr+1 _____MT
- 3rdRow _____MT Gr+2 _____MT
- 4thRow _____MT Gr+3 _____MT
- [08] Other relevant information, if any.

Tender for Hiring of Reach Stackers

FOR REACH STACKER-2

- [01] Name of the Manufacturer :
- [02] Month & Year of Manufacturing :
- [03] Registration Number :
- [04] In possession with owner since :
[Please enclose proof of ownership]
- [05] a. Presently available at [address] :
- b. Whether in operating condition :
- c. Whether available for inspection :
- [06] Maximum stacking & lifting capacity: High_____ MT_____
- [07] Lifting capacity : Row Height
- 1stRow _____MT Ground _____MT
- 2nd Row _____MT Gr+1 _____MT
- 3rdRow _____MT Gr+2 _____MT
- 4thRow _____MT Gr+3 _____MT
- [08] Other relevant information, if any.

Tender for Hiring of Reach Stackers

FOR REACH STACKER-3

- [01] Name of the Manufacturer :
- [02] Month & Year of Manufacturing :
- [03] Registration Number :
- [04] In possession with owner since :
[Please enclose proof of ownership]
- [05] a. Presently available at [address] :
- b. Whether in operating condition :
- c. Whether available for inspection :
- [06] Maximum stacking & lifting capacity: High_____ MT_____
- [07] Lifting capacity : Row Height
- 1stRow _____MT Ground _____MT
- 2nd Row _____MT Gr+1 _____MT
- 3rdRow _____MT Gr+2 _____MT
- 4th Row _____MT Gr+3 _____MT
- [08] Other relevant information, if any.

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 / Private Limited Co., or Public Limited Co. / LPP	
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 registered under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belong to SC/ST Category	

Annexure B

Tender for Hiring Reach Stackers

PRICE BID

1. HIRING CHARGES OF REACH STACKER [For Each Reach Stacker] (RST of 2016 or Later)

Description	Rate
A] For making available for normal operation a continuous period of 16 hours a day for 30 days in a month from the time advised by BL Rate per month	Rs.
i] Additional charges for making available the Reach stacker beyond 30 days in a month for 16 hrs shift Rate per shift	Rs.
ii] Additional charges for making available the Reach Stacker beyond the stipulated 16 hours on any day within 30 days operation. Rate per hour	Rs.
B) For making available for normal operation a continuous period of 16 hours a day for 26 days in a month from the time advised by BL Rate per month	Rs.
i] Additional charges for making available the Reach stacker beyond 26 days in a month for 16 hrs shift Rate per shift	Rs.
ii) Additional charges for making available the Reach Stacker beyond the stipulated 16 hours on any day within 26 days operation. Rate per hour	Rs.
GST APPLICABLE @ %	