



**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

**SURVEY, MONITOR & TRACKING OF  
CONTAINERS OF CARGO AT PORT & CFS KOLKATA AND  
WEIGHBRIDGE OPERATIONS AT CFS KOLKATA**

**DUE DATE & TIME: [30/11/2018 AT 6.00 PM ]**

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**NOTICE INVITING E-TENDER**

On line bids in Two Bid System are invited from the reputed and experienced Vendors having Licensed Surveyor in their roll , who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions” for undertaking the subject contract for SURVEY, MONITOR & TRACKING OF CONTAINERS & CARGO AT PORT AND CFS KOLKATA AND WEIGHBRIDGE OPERATIONS AT CFS KOLKATA.

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

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

| <b>SL. No</b> | <b>Description</b>                   | <b>Details</b>   |
|---------------|--------------------------------------|--|
| <b>1</b>      | Name of Work                         | <b>SURVEY, MONITOR &amp; TRACKING OF CONTAINERS &amp; CARGO AND WEIGHBRIDGE OPERATIONS</b>     |
| <b>2</b>      | Tender No                            | <b>BL/CFS-KOL/ Survey-Monitor-Track /18-19/ RT</b>   |
| <b>3</b>      | Validity Of Offer                    | 120 days from the date of opening of the price bid   |
| <b>4</b>      | Contract Period                      | <b>3 years</b>   |
| <b>5</b>      | EMD                                  | <b>Rs.1.25 LAKH (MSME/NSIC Reg. Vendors under Micro and small scale category are exempted)</b> |
| <b>6</b>      | Downloading / Submission of Tender : |  |
|               | a. Starts on                         | <b>31.10.2018</b>  |
|               | b. Closes on                         | <b>30.11.2018 by 6 PM</b>  |
| <b>7</b>      | 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

- 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 LLP/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
- 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.

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- 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.

**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.**1,25,000/- (Rupees One Lakh twenty five thousand only)** by Demand Draft/Pay Order at our above address. In case of MSMED /NSIC vendors Certificate of MSME/ NSIC must be submitted in hard copy for considering their exemption from EMD. **MSME/ NSIC vendor registered under Micro and small category 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.** The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of 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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| 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>                           |                 |                            |

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## 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.
- "Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://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 updation."

## 3. Filing 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:

#### **A. JOBS AT PORT**

##### **Survey & Allied Services during Removal of Containers from KDS:**

1. Surveyors' are required to collect a list of containers, which BL proposes to remove from KDS on a daily basis from our Dock Operations team.
2. Each and every container should be surveyed thoroughly before loading including checking condition of seals. Surveyors are required to raise Equipment Inspection Report (EIR) for every container. If any damage in any container is observed, the same has to be brought to the notice of Balmer Lawrie immediately and necessary arrangements will have to be made for joint survey with the Shipping Line's Surveyor including joint generation of EIR. Photographs if needed of the damaged containers / cargos are to be taken by Surveyors for records and production to BLCFS.
3. If the Agent's seal / Customs seal is found to be broken or missing the same needs to be brought to the notice of BL-CFS representatives and necessary arrangements to be made for joint survey with the Shipping Line's Surveyor.
4. The EIR of every container needs to be kept in systematic manner at vendor's custody and the same has to be handed over to CHA representative at the time of delivery of containers round the clock of the Operation.

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A soft copy of damage details & seal condition to be sent every day morning with Final removal report copy to our office and if necessary mail is required to be sent to shipping lines office also as shall be advised by BL operation.

5. The Vendor need to generate EGP (Entry Gate Pass) by logging on to the Port's POMS portal (Port Operating Management System) and to hand over the hard copy of the EGP document to our authorised transporter before entering of the vehicle inside the dock and also to keep a record of the same. No stationery will be supplied by BL.
6. Monitoring all container movement out of Dock and report the details of the consignment over mail in Excel format to be provided by BL. Such report should also show the shipping lines seal no. of the container along with the customs seal no. All movements from Dock should be reported every 2 hours to Balmer Lawrie and / or to the Shipping lines directly, as instructed by BL-CFS.
7. Liaison with Balmer Lawrie, Transporters and Port to ensure effective and fast removal of containers from Port. Any other services, if required by Balmer Lawrie pertaining to removal & survey shall be extended by the vendor.
8. Depending on the requirements, the Company may advise the vendor to undertake work during weekly off-days, holidays and on any shift or time. Vendor should be prepared to undertake the assignment without any additional remuneration
9. Depending on the requirements, the Company may advise the vendor to undertake work during weekly off-days, holidays and on any shift or time. Vendor should be prepared to undertake the assignment without any additional remuneration.

**B. JOB AT CFS**

**Entry of Form-2 And Allied Services**

1. Transporter's representative/ Driver of Vehicle shall bring in the relevant copies of Truck Chit, or Form-1/2, EIR and submit the same to our CFS gate which successful bidder's representative posted at CFS main gate/gates are required collect from gate.
2. Bidder's representative needs to enter all the **Truck Chit/Form2** details against each job in our CFS operational package round the clock on real time basis and do the yard allocation as per availability of space at container yard. Vendor shall have to ensure all the data pertaining to Truck Chit/**Form-2** be entered into the system correctly to avoid any discrepancy either with the Shipping line and/ or the Consignee/ CHA at a later stage.
3. Vendor representative shall be required to take a printout (stationary shall be provided by BL) of In Gate Pass which should be handed over to BL office and allow the vehicle to roll inside CFS for unloading of container.

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4. Vendor will have to co-ordinate with CFS Operation team /service vendor engaged for submission of Gate Pass , Truck chit & Weighment Slip.
5. Bidder's representative is required to co-ordinate with Dock Operation persons to collect and file the Survey report of SL's like PIL , Maersk & other S/Lines containers etc.
6. RFID tags will have to be issued for the container while the containers are entering into the CFS and receiving back the RFID tags while the containers are moving out after delivery 24X7 basis. Stock of the RFID tags will have to be maintained by the vendor.
7. The loaded container should be allowed to enter into CFS only after entering all the details in CFS package and issuance of In Gate pass.

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**Monitoring & Tracking of Containers and Cargo**

1. Receiving containers at the CFS yard, unloading the same at the designated slot as instructed by the BL-Officers, receiving the EIR copy & after preliminary inspection of the container and tallying the same with the EIR copy for any damages before unloading at the yard. Damages if observed needs to be brought to the notice of the BL-Officer in charge immediately. Seal Number to be noted in the tally sheet while unloading the container at the designated slot.
  2. Vendor Monitoring and Tracking of Containers need to be Integrated with RFID system for location of containers and submission of report to the Operations team and updating in the systems.
  3. Entry of the Location of containers in block/plot in our existing software and also update the location of all the containers presently grounded in our CFS capturing the shifting movements in those cases where the updation through RFID system being not possible through RFID system for any reasons like open top, Flat Rack or non steel top covered GP containers or in case of break-down of RFID Services . The people employed by the vendor will have to locate the containers for top down and delivery and dissuade customers from entering the operations area for locating containers for the same. Vendor shall be responsible for proper tally during stuffing/destuffing/loading/unloading of cargo including Break bulk like pipes or packages. Vendor is responsible for keeping track of Top Down application either through mail or hard copy of requisition duly endorsed by BL officer to continue smooth operation.
  4. The vendor is responsible to issue certificate for the job completed by the other vendor like coopering, labour or equipment supplied by other contractor (i.e the no. of packages where counting is possible and actual weight require to mention or certify.)
  5. Vendor to locate containers for Unclaimed/Uncleared Cargo for valuation as well as for disposal and keep the long standing containers (i.e. more than 6 months ) in one identified area.
- .....
6. Vendor to locate confiscated cargo as may be required from time to time by Customs as well as Custodian.
  7. The Vendor will coordinate with our Supervisor for survey at the time of Customs appraisement and arrange for required equipments, labourers, cooper agent etc. Vendor would be also responsible to ensure unlocking/locking of containers during the course of appraisement.
  8. Receiving of Export cargo and tallying the same.
  9. Vendor would be present at the time of destuffing from FCL Containers & Delivery of cargo. Proper marking of the cargo destuffed inside the warehouse or Open yard for immediate



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identification and provide a list of the same to BL-Operations officers. Any damage to the destuffed container or on the floor board to be captured and brought to the notice of the BL-Officers immediately.

10. Updation of container location during shifting to be entered in the systems where required.
11. Responsible for conducting proper tally operation during stuffing/ destuffing /loading / unloading of cargo.
12. Keeping record with Tagging as well as updating of destuffing cargo [LCL/FCL] and submission of report with details once a month .
13. Adequate manpower to undertake the work of all tally operations, coordinate with our RST/FLT operators, seal cutter, contract labours, employee of transporter and cooperating contractors and other related persons. Vendor to communicate operation details of every shift to BL operation in charge and take required programme for any additional equipment if any, to operate.
14. Vendor shall be responsible for receiving and delivery of Containers/Cargo in Truck/Trailer/Rail smoothly without any customer complaint and without negligence on the part of the successful bidder.
15. Monthly inventory and ground stock of containers/destuffed cargo to be done after tallying with our system and submitted to BL-Operation team.
16. The Vendor is responsible to upload the report for all Gate In & Gate Out of containers in shipping lines system as advised by BL .
17. The vendor is responsible to provide report either in soft copy or in hard copy as per instruction of BL for individual package wise receipt /Delivery at the time of stuffing or destuffing of containers. Vendor also has to keep track of package wise storage days along with weight of each package.

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**Survey during LCL import and export cargo**

1. The surveyor should inspect thoroughly the containers and note down the Container No., size, detail of cargo, Line No., Package Mark No., etc. at the time of conducting survey during destuffing of cargo from 20ft/40ft Container and delivery to consignee. If there is any deviation of the goods inside the container from the Document or goods inside the containers are disturbed/damage due to reasons whatsoever, the Vendor Representative should arrange for photograph of the damaged container/cargo and are required to submit a complete report to BL-authority/operations . On completion of work proper Survey Report both for destuffing and delivery of cargo to be submitted on daily basis. Physical verification of left over cargo should be submitted monthly basis. Line no and container no. needs to be marked very clearly on the destuffed cargo.
2. The vendor should inspect at the time of receiving of export cargo LCL or FCL stuffing and note down all details of cargo like Shipping line, Shippers name CHA name, including (weight/no. of packages & description of cargo). Similarly maintain record when the cargo stuffed into

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container prepared the stuffing details and the balance of cargo lying more than 5 days shipping line wise.

3. The vendor also required to prepare the cargo/load container exit pass for export consignment if necessary as when directed by competent authority
4. On receipt of verbal/written instruction from representative of the company, the surveyor should immediately depute its staff at the nominated place and survey job should be promptly undertaken within an hour of initiation and to be completed within reasonable time.
5. Every day representative should be available as per requirement, within one hour on receiving advice at nominated place for receiving written/verbal instruction from the company's representative.

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**Weighbridge operations**

The work involves vigil on proper placement of Trucks/Trailers/Containers on the weighing platform and weighment of containers during entry/exit(as required) through both weighbridges from time to time and placing the weighment slip duly signed in the respective job file along with Form-II for Customs Formalities. A list of weighing slips of all the containers weighed along with serial number is to be submitted at the end of the month. Successful bidder will depute his representative 24 hours on all working days. Similar operations are also to be carried out to Cargo Trucks (without Containers) as may be required from time to time. Both the Weigh Bridges would function simultaneously for which rates need to be quoted as per Price Schedule.

**SPECIAL CONDITIONS OF CONTRACT**

1. People employed by the Vendor should be of high morals and strictly obey the administrative rules of Port/CFS. The Vendor's representatives shall be answerable for all complaints due to negligence, misconduct, malpractice on the part of any person engaged by them. All persons employed by the Vendor should carry Identity Card(s) and their names, address along with 2 photographs should be given to the Company.
2. Persons engaged by the Vendor shall not demand and/or seek any payment/gift or undue favours by way of influencing company's customer, indulge and/or encourage any corrupt practices.
3. Vendor shall remove/replace any of his employees or persons who, as per opinion of the company, are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned jobs or considered undesirable as per the company.
4. Persons engaged by the Vendor shall, at all times, take precautions to prevent any unlawful, riotous or discordantly conduct by or among their employees and for maintaining peace and protection of persons and property inside and/or outside premises of Port/CFS.
5. Persons engaged by the Vendor shall not take any instructions from any person other than the authorised/nominated persons of the company and undertake the assigned work as per work guidelines to be issued by the company from time-to-time.

6. Persons engaged by the Vendor shall comply with 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 the Company of all liabilities to employment conditions and also adequately safeguarding the Company against any possible IR problems/claims including permanent/temporary disablement or death due to accident while on duty. Surveyor will ensure that the services rendered are discharged without any hindrance and blockage and no other charges/demands for payment are made to the Company by the employees engaged by them.
7. Every day the Vendor's proper persons should be available in 3 shifts per day and depending upon the urgency of the work the respective person should complete the job within the day, staying beyond their working hours.
8. Vendor should keep upto date information of the persons deployed by him so that work does not suffer due to lack of co-ordinations / communication / absenteeism and any other reason what so ever.
9. Depending on the requirement, the company may advise the Vendor's representative to undertake work during weekly off-days, holidays and on any shift or time without any additional remuneration.
10. In case BL found any container lying inside CFS premises apart from the list provided by the Vendors persons/surveyor, a penalty equivalent to consequential loss will be imposed by the Company.  
One supervisory personnel/representative should be available at CFS by 9.00 AM to coordinate with vendor's staff members posted at our CFS to prepare and follow up the day's programme.
11. Vendor must provide his personnel the Safety Shoes, Reflective Jacket and Helmet for being posted in Balmer Lawrie- CFS to execute the Job under this contract and should ensure that they wear them on day to day basis. Non-compliance of the same shall be taken up very seriously and may even lead to the cancellation of the contract.

### **GENERAL TERMS AND CONDITIONS**

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

- a) Payment of Interest Free EMD of Rs. **1,25,000/-**. **However, MSME/NSIC bidders registered under micro and small category are exempted from submission of EMD subject to submission of MSME/NSIC Certificate.**
- b) Should have minimum Average Financial Turnover of Rs. **25 lakhs per year during the last 3 financial years ending 2016-17**
- c) Proof of availability of **Licensed SURVEYOR** having **RDA** and **IICL Certificate**. [IICL Certificate holder should be a resident of Kolkata]
- c) The bidder must have PF registration.
- d) The bidder must have ESI registration.
- e) The Bidder must have Trade Licence.

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- f) Experience in similar field at CFS or equivalent for at least 3 years.(Copy of credential to be attached).
- g) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect 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.

**2. Submission Of Online Bids**

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

[A] Technical / Commercial Bid [Unpriced]

And

[B] Price Bid

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

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

**3. Tender Opening**

[A] Unpriced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

After opening and processing of the Technical / Commercial Bids, price bid will be opened .

**4. Acceptance of offers**

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3 Balmer Lawrie 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 by the bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder. 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.
- 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 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. Security Deposit**

The successful bidder shall deposit within seven days from the date of Letter of Intent (LOI)/Work order whichever is earlier a sum of Rs.7,00,000/- [Rupees Seven Lakhs 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 three 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 on 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. EMD**

The bidder should submit Earnest Money (refer to EMD clause as mentioned in page-3 & page-4 also) of Rs. 1,25,000/- (Rupees One Lakh twenty five thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. MSME/NSIC bidders registered under micro and small category are exempted from submission of EMD subject to submission of MSME/NSIC Certificate. 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 forfeit the Earnest Money Deposit. While , EMD of unsuccessful bidder shall be refunded without interest after

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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**

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

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**11. Working Hours**

Vendor's representatives will be available for survey work round the clock in all working days of CFS. The Persons engaged by the Vendor will follow holidays as per Public Holidays declared for CFS for fixing holidays for their workmen. However, depending on the requirements, the company may advise the vendor to undertake work during weekly off/ Holiday's without any additional remuneration.

**12. Rate**

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

**13. Contract Period**

The contract shall be for a period 3 [Three] years from the date of placement of Work Order.

**14. Volume Of Work**

Estimated volume of containers per month is 3000. However, the volume may increase or Decrease and Company does not give any guarantee for the volume. Further, consolidated/monthly charges for the services to be rendered by the awardee contractor, viz item no-8 of Price Schedule/BOQ shall remain unchanged .

**15. STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW**

- a) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- b) The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.
- c) Contractor must have "Permanent EPF Account" & "Employees' State Insurance Corporation [ESIC] Certificate" in its name. Wherever "ESIC" is not available, the same

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shall be governed by "Workmen's Compensation Act, 1923" for which bidder must obtain a suitable Workmen's Compensation Policy. Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "Workmen's Compensation Certificate [prior to commencement of work, in case of award]" must be submitted.

- d) The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund.
- e) The contractor shall regularly submit all relevant records/documents in this regard to BL representative for verification and upon such satisfaction only BL will release of the amounts paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill a copy of challan in proof of payment of P.F. contribution (employees & employers) along with copy of Electronic Challan cum Return (ECR), Copy of Confirmation Slip and Copy of Acknowledgement slip relating to the dues and employment of personnel deployed by him.
- f) The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc., arising out of disputes relation to the dues and employment of personnel deployed by him.

In addition to above the contractor should also adhere to the other applicable labour/other enactment and as amended from time to time .Further, the personnel deployed in the Company's premises as well as in the Port 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 as well as in Port by virtue of this contract 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, PF, etc. for the personnel deployed by him in the Company's premises along with the ESI/PF numbers allotted to them with individual contribution histories and copies of wage registers. 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.

## **16. 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

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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.

**17. 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 Kolkata 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/Survey-Monitor-Track/RT/18-19 and hereby confirm our acceptance of the same.**

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :



**PARTICULARS OF THE TENDERER'S ORGANISATION**

| <b>Sl. 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>     | In case of MSME vendor, mention if they fall under SC/ST Category.<br>Provide Certificate of SC/ST if applicable. |                          |

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**PRICE SCHEDULE**

| Sl.No.                                     | Description of Jobs  | Unit           | Qty    | Rate | Amount |
|--|--|----------------|--------|------|--------|
| <b>SERVICES AT PORT</b>                    |  |                |        |      |        |
| 1  | Cost of Services for Survey of 20ft and 40 ft Import FCL and LCL Containers at Dock prior to removal of consignments form KDS to CFS Kolkata.  | Container      | 112500 |      |        |
| <b>SERVICES AT CFS</b>                     |  |                |        |      |        |
| 2  | <b>Monitoring and Tracking of 20ft/40ft Import/Export FCL/LCL Containers (Including FCL/LCL/ Destuff / Stuffing) :</b> <ul style="list-style-type: none"> <li>• Gate Out of containers</li> <li>• To attend &amp; Record Packages during Customs Appraisalment</li> <li>• Monitoring/ Tracking location of containers and capturing location and shifts in location in the system.</li> <li>• Physical stock checking &amp; reconcile with systems on monthly basis.</li> </ul>  | Container      | 135000 |      |        |
| 3  | <b>De-Stuffing of FCL Containers (Import)</b> <ul style="list-style-type: none"> <li>• Inspection of internal &amp; external condition of container and preparation of tally sheet of de-stuffing cargo from container, either for direct delivery to party's truck or stored to CFS</li> <li>• Record no. of .packages along with their external condition during de-stuffing of FCL Containers from stored cargo to party's truck</li> <li>• To Attend &amp; Record during delivery of the de stuffed cargo/container</li> </ul> | Container      | 16500  |      |        |
| 4  | <b>Stuffing of FCL Containers (Export)</b> <ul style="list-style-type: none"> <li>• Inspection and preparation of tally sheet at the time of receiving of export cargo either stuffed directly into container or stored at CFS from party's truck/rail for export purpose.</li> <li>• Record no .of. packages with their external condition while stuffed into container from stored cargo</li> </ul>  | Container      | 18000  |      |        |
| 5  | Receiving, monitoring & delivery of Break Bulk Cargo like Pipes etc. including generation of entry gate pass (Rate per MT./ Pkg/ Operation whichever is lower for each operation.)   | MT/Pkg/<br>Opr | 30000  |      |        |
| 6  | Survey of 20ft Import and export LCL containers during destuffing and delivery of cargo including identification and location of cargo.  | TEU            | 3750   |      |        |
| 7  | Survey of 40 ft Import and export LCL containers during destuffing and delivery of cargo including identification and location of cargo.   | FEU            | 4500   |      |        |
| 8  | Entry of Truck Chit/Form -2 and Generation of In Gate Pass as per scope of work mentioned in the Tender Document.  | Month          | 36     |      |        |
| <b>SERVICES FOR WEIGHBRIDGE OPERATIONS</b> |  |                |        |      |        |
| 9  | Charges for Weighing Bridge Operation Management as per Scope of work (per container rate) (both TEU and FEU)  | Containers     | 120000 |      |        |
| 10   | Charges for Weighing Bridge Operation Management as per Scope of work (per truck rate)   | Trucks         | 15000  |      |        |