



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 24506811
E-mail: banik.s@balmerlawrie.com]

TENDER NO: BL/CFS-KOL/Haldia Transport Empty Container/12/20-21

TECHNICAL / COMMERCIAL BID

Tender Document for

**TRANSPORTATION OF EMPTY CONTAINERS BETWEEN
HDC TO ANY CFS/EMPTY PLOT OR VICE VERSA**

DUE DATE & TIME

15.06.2020 BY 17:00 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 | 6 |
| 5 | General Terms and conditions | 9 |
| 6 | Declaration accepting terms & conditions by bidder | 17 |
| 7 | Particulars of the organization | 18 |
| 8 | Price Bid | 19 |

NOTICE INVITING E-TENDER

On line bids in Single Bid System are invited from the reputed and experienced transporters, 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 EMPTY CONTAINERS BETWEEN HDC TO ANY CFS/EMPTY CONTAINER PLOT AT KOLKATA OR VICE VERSA.**

Page | 3

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 | TRANSPORTATION OF EMPTY CONTAINERS BETWEEN HDC TO ANY CFS/EMPTY CONTAINER PLOT OR VICE VERSA |
| 2 | Tender No | BL/CFS-KOL/Haldia Transport Empty Container/12/20-21 |
| 3 | Validity Of Offer | 60 days from the due date of submission of the tender |
| 4 | Contract Period | On call basis. Duration is 3 months extendable to another 3 (months) months at the same rate, terms and conditions upon mutual consent |
| 5 | EMD | Rs.11,000.00(MSE Vendors are exempted. Declaration of Udyog Aadhar Memorandum [UAM] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs) |
| 6 | Downloading / Submission of Tender : | |
| | a. Starts on | 04.06.2020 17:00 hrs |
| | b. Closes on | 15.06.2020 17:00 hrs |
| 7 | Opening of Tenders | On or after due date and time for submission. |

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- 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 LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- Income Tax PAN number
- GST Registration number

- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- f. Certificate from bankers about financial soundness.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- 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.

Page | 4

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.11,000/- (**Rupees Eleven Thousand only**) online only. **MSE/NSIC Certificate Holders are exempted from submitting EMD. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.** In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (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, Kolkata - 700 001 | | | |
| Dedicated Helpdesk for Balmer Lawrie | | | |
| Contact Person | E-Mail ID | Tel. No. | Helpdesk Nos are open from |
| 1. Mr. TirthaDas (Kolkata) | tirtha.das@c1india.com | +91-9163254290 | MON - FRI |
| 2. Mr.Partha Ghosh (Kolkata) | partha.ghosh@c1india.com | +91-8811093299 | MON - FRI |
| 3. Mr. CH. Mani Sankar (Chennai) | chikkavarapu.manisankar@c1india.com | +91-8939284159 | MON - SAT |
| 4. Ms. Ujwala Shimpi (Mumbai) | ujwala.shimpi@c1india.com | +91-22-66865608 | MON - FRI |
| 5. Helpdesk Support (Kolkata) | | +91-8017272644 | MON - SAT |
| Escalation Level 1 | | | |
| Mr.Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 | |
| Escalation Level 2 | | | |
| Mr.Ashish Goel | ashish.goel@c1india.com | +91-9818820646 | |
| Escalation Level 3 | | | |
| Mr.Achal Garg | achal.garg@c1india.com | | |

1.2 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

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

2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to

provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.

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

3. Filling of Tender Documents

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

SCOPE OF WORK

The successful tenderer shall have to undertake the following work:-

1. Transportation of Empty 20ft and 40ft ISO containers (including Reefer, Tank Containers/Flat Rack etc.) from Haldia Dock Complex or any CFS in Haldia to any CFS or Empty Container Plot within 3 KM radius of KoPT-KDS/NSD **or vice versa**. Loading, unloading charges would be extra at actuals.
2. The transporter is responsible to supply **40ft trailer** with valid permit of trailers & man permit of KoPT for transportation of empty containers from/to port. A single 40ft trailer has to transport a 1 x 40ft container or 2 x 20ft container, as per requirement given by Balmer Lawrie. Transportation of single 20ft container would only be an exceptional case in such case payment would be made @ 50% of rate quoted by bidder in Price bid.
3. The representative of Balmer Lawrie 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 2/3 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 concerned officer of BL.

4. The driver of the vehicle and supervisory staff should be present all the time till loading/unloading of containers at KDS or CFS or Empty Container Plot. 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 dock/CFS/Empty Container Plot/ during transit, 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/any 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 CFS/Empty Plot/Port to point of delivery 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. A penalty of Rs.200/- per trailer per day would be imposed in case trailer is not placed at the point of lifting within 48 hours of intimation to transporter.
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. The contractor should obtain proper acknowledgement from Container receiving plot after delivery of the Containers.
10. For transportation & delivery of empty containers to any CFS or Slot point of steamer agents, proper container receipt should be collected after delivery from the concerned slot point as proof of delivery of the same in sound condition. Any liability arising out of non production of receipt from concerned CFS or slot point would be on the contractor's account.
11. 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.
12. The contractor should provide proper superintendence during loading/unloading of containers and shall coordinate with the company as well as Port, Customs, Authorized Surveyors, Shipping Agent for smooth execution of the job.
13. The loading/unloading of container at HDC is the primary responsibility of the Port Authorities or Authorized Stevedores/ Private Handling Contractor in case loading from ground . The same shall be coordinated and facilitated by the transporter and all incidental expenses, if any incurred on this account or the generation of exit gate pass (EGP) will be borne by the transporter.

14. It would be the responsibility of the contractor to get the container/s loaded on their truck/trailer in time at the Port/any CFS/Slot Point.
15. Depending on the requirements, the company may advise the contractor to undertake work during weekly off-days, holidays and on any shift or time. The contractor should be prepared to undertake the assignment without any additional charge other than what is stated in rate schedule. Page | 8
16. The Drivers/Operators of the vehicles should possess valid license to operate the vehicles. The Drivers, Helper, Workmen, Supervisory Staff, Mechanics shall have good health, possess high morals and strictly obey the administrative rules and regulations of Port and BL-CFS or other CFS or any Empty Container Plot. The contractor will ensure that a helper will not drive the vehicle even if he carries a valid licensee.
17. Contractor will indemnify and keep indemnified BL-CFS against all losses and claims for injury and damages to their employee/workmen or any person or any property whatsoever which may arise out of and in consequence of the work and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever.
18. Contractor shall deal with all local problems and sort-out amicably & peacefully. Any matter requiring intervention of Police should be done by contractor. In the process contractor should ensure that container are fully protected against any demurrage.
19. Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the company for providing the services other than the payment from the company against services as per the terms of the contract.
Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing company's customer's employees in whatsoever manner and indulgence of such practice will be considered as breach of agreement.
20. Contractor should ensure timely movement of empty containers from HDC to to any CFS or vice versa, failure on this any debit or demurrage charges levied by port or Shipping line will be recovered from contractor

GENERAL TERMS AND CONDITIONS

1. Eligibility Criteria For Techno-Commercial Bid

- a) Deposit of Earnest Money of ₹ 11,000/-.However, **MSE/NSIC Certificate Holders are exempted from submitting EMD. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012**
- b) Submission of Trade License.
- c) Minimum 10 nos. of 40 feet trailers in the bidding company's name or any of its director's name is required for qualification. Vehicle registration copies and Insurance copies of the vehicles have to be uploaded in the e-procurement website
- d) Minimum three years operating experience of doing transportation job of Loaded /Empty containers in KDS. Work orders and job completion certificate needs to be attached
- e) Average turnover of ₹50.00 lakhs per financial during last three financial years ending 2018-19. CA certificate needs to be submitted for this along with audited financial statements
- f) Registration Certification with GST.
- 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.

2. Submission Of Online Bids

The bids should be submitted in the form of a single bid consisting of both qualification documents and price in our e-procurement website.

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

Tender will be opened as per the tender calendar

4. Acceptance of offers

- 4.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3. Balmer Lawrie also reserves 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.
- 4.4 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 (unless exempted under the terms of this Tender) will be rejected.

5. Negotiations

- a. Balmer Lawrie reserves the right to negotiate with the L1 Tenderer only. 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.
- c. Balmer Lawrie reserves the right to conduct reverse auction as a method to conduct dynamic negotiation with all qualified bidders. However, decision to conduct reverse e-auction will totally vest at the sole discretion of BL. And the decision of BL would be final and binding to all bidders.

6. Price Variation

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 6.2 The quoted rates shall be kept valid for acceptance for a minimum period of 60 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. Volume of work

Anticipated/estimated volume of works by way of Containers those will be handled during the contract period of one year 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. In case of increase/ decrease of actual volume executed, the bidder has to execute that quantity without any further claim of increase/ decrease in rates.

9. Evaluation of Bids:

The bidder who quotes the overall Lowest after considering the item of work as given in the price bid schedule will be deemed as L1. For the item of work, the estimated trip will be multiplied by the rate quoted by the bidder and the summation of individual item value is the overall value quoted by the bidder.

Additionally, in case it is found that bidders have quoted exceptionally low rates for any item to emerge L-1 or the L1 rate itself is very high for the tender as compared to market price/estimate, bidder may be asked to submit relevant justification and cost breakup for the rates. In case the justification and cost analysis does not seem acceptable by Balmer Lawrie Tender Committee, the offer may be cancelled for evaluation.

10. EMD

The bidder should submit Earnest Money of Rs. 1,000/- (Rupees Eleven Thousand Only) online only. EMD of unsuccessful bidder shall be refunded without interest after finalization 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.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of order.
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non submission of Security Deposit.
- e) Bidders submitting false/fabricated/bogus documents in support of their credentials

11. Security Deposit

The successful bidder/s shall deposit within seven days from the date of Letter of Intent (LOI)/Work order whichever is earlier a sum equal to 5% of the contract value 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 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.

During tenure of the agreement, in the event of forfeiture of full or part of security deposit or encashment of part/full amount of the Bond, the contractor shall make good of the amount within 15 days on receipt of notice from the Company. If MSE vendor is selected as L1 then security deposit has to be submitted by the L1 MSE bidder.

12. 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 monthly basis after completion of previous month. 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.

Page | 12

13. GST

- a. In the event of any conflict or inconsistency in provision of Taxes / GST related clauses in the bidding document; the enacted GST shall prevail over the interpretation of existing clauses.
- b. In case the bidder seeks any deviation w.r.t. category of service, Service Accounting Code (SAC) and GST rate as pre-determined by BL, Bidder should provide the details with proper justification**
- c. It's the obligation on the part of Bidder / Vendor to discharge his liability by payment of GST to Government of India and utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that BL can avail Input Tax credit on such supply/service. In the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities to BL due to delay by Bidder / Vendor , in issue of Invoice, Debit Notes or Credit notes, filing of Return of Outward Supplies, payment of taxes or filing of any other Returns as required under GST Laws and Rules, or timely corrections, rectification or modification in the

14. Rate

The rate should be quoted inclusive of all such Charges for Handling or any other incidental/miscellaneous charges incurred at port and no charges will be reimbursed/paid, unless otherwise agreed upon in terms of the tender, for undertaking the job. The offer should be strictly as per the prescribed format given in the Price Schedule. 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. If there is discrepancy between unit rate and the rate quoted in word then the rate quoted in word will be taken for consideration.

15. Contract Period

The job is of urgent nature and vendor has to deploy vehicles upon notification from BL. However, the period of contract would valid for a period of 3(three) from the date of Work Order which can extendable for further 3 (months) months at the same rate, terms and conditions upon mutual consent.

16. 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.

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. 4.00 lacs AOY (1:4) for loss / damage to container/cargo and Rs.5.0 crore's AOA and Rs. 5.0 crore AOY (1:1) for loss/damage to cargo contained in the container.

A copy of such policy is required to be provided to BL-CFS.

17. 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.

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.

18. Termination

- a. In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the contractor to comply with the terms and provisions of this contract to the satisfaction of Balmer Lawrie and company Limited (BL)(who shall be the sole judge and whose decision shall be final), it shall also be open to BL to terminate this contract by giving not less than (15) fifteen days notice in writing to that effect and if the contractor, does not make good his default within the notice period, BL shall be entitled to terminate the contract as a whole or in part and also make suitable deductions from the running bill towards short service / unsatisfactory service rendered by the contractor.
- b. In the event of such termination of the contract, BL shall also be entitled to:
 - (i) forfeit the Performance guarantee as it may consider fit; (ii) get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time BL is able to appoint a new regular Contractor; and recover from the contractor (appointed under this tender) any extra expenditure incurred by BL in getting the work done and damages which BL may sustain as a consequence of such action.
- c. If the extra expenditure incurred by BL on account of unsatisfactory performance of the contractor as mentioned in paragraphs above is more than the Performance Bank Guarantee proposed to be forfeited, the expenditure over and in excess of the Performance Bank Guarantee may be recovered by deducting the said amount from pending bills of the contractor under this tender or from money due to the contractor by BL under this or any

other contract or otherwise. The contractor shall have no claim whatsoever against BL, in consequence on such recoveries or termination of the contract, as stated above.

- d. The certificate of BL Official, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.
- e. If at any time the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, BL will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- f. BL will have the liberty to terminate the contract by giving an advance notice of (30) thirty days without assigning any reason. .

Page | 14

19. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within KoPT, HDC or 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 3rd party insurance cover is kept valid by the contractor for the vehicle used under this contract.

20. 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.

18. Arbitration

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator appointed mutually under 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. 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.

19. 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.

20. This is a no split tender.

21. TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES)

21.1 As Per Public procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012

- a. District Industries Centers (DIC)
- b. Khadi and Village Industries Commission (KVIC)
- c. Khadi and Village industries Board and Coir Board
- e. National Small Industries Corporation (NSIC)
- f. Directorate of Handicraft and Handloom
- g. Any other body specified by Ministry of MSME

21.2 MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.

21.3 The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

21.4 The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

21.5 Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.

21.6 Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs

21.7 Price Preference - Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1+15% shall be allowed to supply 25% of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be Split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1+15% and they match the L1 price. In case of more than one such MSEs are in the price band of L1+15% and matches the L1 price, the supply may be shared proportionately.

For Further clarity in this regard a table is furnished below:

| Type of Tender | Price Quoted by MSE | How to Finalize the Tender |
|-----------------|--------------------------|---|
| Can be split | L1 | Full Order on MSE |
| Can be split | Not L1 but within L1+15% | 25% order on MSE subject to matching L1 price |
| Cannot be split | L1 | Full Order on MSE |
| Cannot be split | Not L1 but within L1+15% | Full Order on MSE subject to matching |

22. **Corrigendum to tender:** The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com and e-procurement website <https://eproc.balmerlawrie.com>

23. **Damage to Property**

- (i) Contractor shall be responsible for making good to the satisfaction of Owner any loss and/or any damage to any structures and properties belonging to BL or being executed or procured by BL/BL's representative or of other Agencies within the premises of Work , if such loss or damage is due to fault and/or the negligence or willful acts or omission of Contractor, his employees, agents, representatives or Sub-Contractors.
- (ii) Contractor shall indemnify and keep Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of Contractor, his employees, agents, representative or Sub-Contractors.

24. **Sub-Letting of Work**

No part of the Contract nor 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

25. **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 equipment 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. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. 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 technology/ procedure etc for carrying out its tasks efficiently and effectively and for serving its customers better..

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. *BL/CFS-KOL/Haldia Transport Empty Container/12/20-21* and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

Annexure A

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 /LLP/ Private Limited Co., or Public Limited Co. | |
| 6 | CIN No. (Under companies Act) | |
| 7 | Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded | |
| 8 | Income Tax PAN no. | |
| 9 | Whether copy of PAN enclosed | |
| 10 | Whether copy of latest Income Tax Return uploaded | |
| 11 | GST Registration. No. | |
| 12 | Whether copy of GST Registration certificate Uploaded | |
| 13 | Name of the Banker | |
| 14 | Whether registration under MSMED act | |
| 15 | In case registered under MSMED provide registration number and copy of registration certificate. | |
| 16 | If MSME vendor is SC/ST must furnish their relevant document | |

PRICE BID :BOQ

Page | 19

| Sl. No. | Description of Transportation Job | Qty. | Unit | Rate | Value |
|---------|---|--------------------|--------------|------|-------------------|
| 1 | Cost of Transportation of Empty ISO Containers from Haldia dock Complex or any CFS in Haldia to any Empty Container Plot within 3 KM radius to Kolkata Port <u>or vice versa</u> using 40ft trailers including toll charges. Loading/unloading charges are extra. | 150 nos. \pm 10% | 40ft trailer | | |
| | | | | | DO NOT QUOTE HERE |
| | | | | | |
| | TOTAL | | | | |

- Quantity is purely prepared for estimation and evaluation. Actual quantity may increase/decrease as per requirement. **The company does not give guarantee regarding quantity.**
- A single 40ft trailer has to transport a 1 x 40ft container or 2 x 20ft container, as per requirement given by Balmer Lawrie. Transportation of single 20ft container would only be an exceptional case in such case payment would be made @ 50% of rate quoted by bidder in Price bid.
- GST to be paid by BL as extra.