



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707
Phone No 2724 0466 /2724 2988, Fax No. 2724 2943
E-mail: [koli.ka@balmerlawrie.com]

TENDER NO: BL/CFS/MUM/699
TECHNICAL / COMMERCIAL BID

Tender Document for

*[ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED
FOR EXPORT CONTAINERS]*

DUE DATE & TIME: [19/06/2020 AT 5.00 PM]

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NOTICE INVITING TENDER

Sealed offers are invited from reputed agencies FOR [ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED FOR EXPORT CONTAINERS – as per our requirement detailed in Scope of Work & General terms and conditions.

Tenderers may download Notice Inviting Tender along with other tender documents from our site www.balmerlawrie.com Interested parties have to submit an interest free EMD of Rs.[3000/- (Rupees Three thousand only)] by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [Mumbai]. Parties having NSIC /MSMED valid Certificates are exempted from submitting EMD amount. MSME agencies should declare their UAM number in the CPPP portal, if the same is not mentioned in the CPPP portal then you shall not be entitled for any benefits for being MSME /NSIC.

The tenderer shall furnish the required information in Annexure A along with supporting documents, tender form and declaration of acceptance of tender terms along with Price Bid. All the tender papers and EMD put together in sealed envelope super scribing **TENDER No. BL/CFS/MUM/699 Dated 10/06/2020“ OFFER FOR ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED FOR EXPORT CONTAINERS** and shall be dropped in our tender box at the given address **within 20/06/2020 at 5.00 PM** and addressing covering envelope as follows:

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
PLOT NO.1, SECTOR-7, DRONAGIRI NODE
NAVI MUMBAI – 400 707**

S. No	Description	Details
1	Name of Work	ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED FOR EXPORT CONTAINERS
2	Tender No	BL/CFS/MUM/699
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	One year
5	Tender Fee	Not applicable for this tender
6	EMD	Rs. 3000/-
7	Downloading / Submission of Tender :	
	a. Starts on	10/06/2020 at 5.00 pm
	b. Closes on	20/06/2020 at 5.00 pm
8	Opening of Tenders	20/06/2020 at 5.30 pm

1. LIST OF DOCUMENTS TO BE SUBMITTED

The signed copies of following documents should be submitted as part of the technical/commercial bid which may be verified with original:

- Certificate of registration/incorporation/partnership deed/proprietorship undertaking
- Income Tax PAN certificate copy.
- GST registration certificate

2. VERIFICATION OF DOCUMENTS

- Tenderers or their authorized representative may be required to come to our office positively as intimated along with all original documents.
- 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.
- 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.
- Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- Any party submitting the false or forged documents may be put on Black List, forfeiture of EMD, cancellation of work, criminal prosecution or any other action as deemed fit.

**Balmer Lawrie & Co. Ltd. Container Freight Station,
Tender no. BL/CFS/MUM/699 dt. 10/06/2020**

- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons thereof.

1. Special Note

- Bids can only be submitted before the last date and time as per the date and time mentioned in the tender.
- Bidders are advised in their own interest to ensure that bids are submitted by dropping in tender box well before the closing date and time of bid.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time in the Balmer Lawrie website www.balmerlawrie.com. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

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2. Submission of Tender Documents

- 2.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 2.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 2.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 2.4 The sole proprietor or authorised representative shall sign all documents that need to be enclosed with tender document. 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 produced.

SCOPE OF WORK

The tender is meant for Fumigation Services as per Export Norms of exports through our CFS-Dronagiri Navi Mumbai .

All job needs to be undertaken complying the BOQ specifications, Scope of Works detailed below and General Terms & Conditions mentioned in the NIT/Tender Document.

The Scope of work of this tender consists of providing material, equipment, labour, transport, tools and tackles, required for the above mentioned subject works , at our Container Freight Station, as described in special condition of contract, Priced schedule and as mentioned elsewhere in this tender.

1. Tasks and responsibility :

- 1.1 Metal/Non metal export/import cargo in 20`/40` containers

The above products list is only indicative and not exhaustive. The products are stuffed inside containers for shipment to various destinations. In order to secure the cargo inside containers, our Handling contractor uses wooden pieces (cut lengths) for dunnaging. The work of fumigation of wood is to be carried out in co-ordination with BL's Handling contractor.

2. Scope of Work

The scope of work under the contract shall include following activities, though not exhaustive:-

- 2.1 Collection of information from BL's Officer/Supervisor regarding arrival of consignments/container.
- 2.2 Liaison with BL's Officer/Supervisor regarding the stuffing plan and to find out the quantum of fumigation required. Timely completion of fumigation of wood is required before commencement of stuffing. The contractor shall do necessary handling, stacking of wood & other arrangements for fumigation work.
- 2.3 CFS entering permission for the men and material, if any, to be arranged by the contractor on his own well in advance. Required chemicals are to be in position for execution of the work.
- 2.4 The fumigation of wood used for dunnaging in side the containers and its inside wooden parts thereof should be done **as per International Protection Convention [IPPC] and known world wide as ISPM 15 standard and IPPC stickers/logo should be embossed on the dunnageing wood at close intervals as per the standards laid down by the ISPM 15.** All arrangements for fumigation job to be carried out solely by contractor with close co-ordination with BL's Coopering Agent.
- 2.5 Necessary certificate has to be provided per consignment consisting of one or more containers certifying fumigation of wood within 12 hours of execution of work. The certificate should contain the container numbers wherein the fumigated wood is used for dunnaging.

- 2.6 Work has to be done on all days including Sundays and Holidays as may be required.
- 2.7 **The party should have valid accreditation / certificate of registration from the Directorate of Plant Protection, Quarantine & Storage of the Ministry of Agriculture, Govt. of India or equivalent, as per the latest national and international standards (NSPM 11&12, ISPM 15) and are thus authorized to carry out fumigation of wooden packing material/wooden parts of containers and affix/emboss the ISPM 15 mark/ IPPC logo/stickers. (Documentary proof should be submitted)**
- 2.8 The party should have valid license/authorization from statutory authority required for operating different toxic products (if any). In the event of the chemicals that are used for fumigation not being covered in the authorization/license, the party must obtain valid license for the same prior to starting the work. The license shall have to remain valid till completion of the contract period failing which contract will be terminated from the date of expiry of license. Contractor has to abide by all applicable rules, regulations ,procedures as per norm for carrying out fumigation. BL will not be liable for any violation on the part of contractor. Contractor shall be liable to bear all expenses/compensation and indemnify BL from any demand, claim or proceedings occasioned or instituted because of any accident/incident arising out of execution of work.
- 2.9 Sub-letting of the work to any other party, either in part or whole, will not be accepted under any circumstances. Only specialized and trained personnel shall be deployed for this work. However, BL's contractor may do the work through any accredited agencies.
- 2.10 Any complaint received from the end receiver regarding fumigation will be treated as poor performance / non performance and the contractor shall be fully responsible for the claims if any.
- 2.11 Manufacturer's instruction regarding safety and health hazards shall have to be strictly and meticulously followed for preparation of the chemicals that will be used for fumigation. Contractor will be fully responsible for safety, health and working condition of his workers engaged for the work and should not pollute the environment near the place of work.
- 2.12 Contractor shall be responsible to collect all waste material/chemicals etc. after fumigation job in BL's premises or any other place provided by BL at his own responsibility & cost.
- 2.13 PPE (Personal Protective Equipment) shall be invariably used & adequate safety measures undertaken at the time of fumigation.
- 2.14 The fumigation shall have maximum possible period of validity
- 2.15 Date and place of fumigation shall be indicated in the report.
- 2.16 Vendor is required to fulfill the statutory compliances like, "Photography & Videography of different steps of fumigation undertaken in Export & Import consignments with methyl bromide & issuance of certificate thereafter. In addition , all such statutory obligations/norms & guidelines as may be stipulated/issued from time to time by Customs/Plant Quarantines and other Govt. Statutory authorities.

TERMS & CONDITIONS

1. Schedule of Tender

Balmer Lawrie & Co. Ltd., Container Freight Station – CFS Dronagiri, Navi Mumbai intend to engage a contractor for Fumigation of wood packaging material/wood used for dunnaging in 20/40 ft containers for export shipments of cargo .

The tender should be submitted along with EMD superscribed Tender No., Due date of Tender etc. The tender will be received upto 3.00 p.m. on 05/05/2018

1. Submission Of Bids

The bids should be submitted in single bid process.
For Price Bid, only the rates are to be submitted as per given format.

2. Tender Opening

4. Unprice and price bid will be opened as per tender calendar

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.

5. Pre-Qualification Criterion

- 1) Deposit of Earnest Money of Rs.3000.00/- (MSME/NSIC Reg. Vendors are exempted).
- 2) Submission of Trade License.
- 3) Valid accreditation / certificate of registration from the Directorate of Plant Protection, Quarantine & Storage of the Ministry of Agriculture, Govt. of India or equivalent, as per the latest National and International Standards (NSPM 11&12, ISPM 15) and are thus authorized to carry out fumigation of wooden packing material/wooden parts of containers and affix/emboss **the ISPM 15 mark/ IPPC logo/stickers**. (Documentary proof should be submitted]
- 4) Experience of at-least 3 years in Fumigation Job with at least two experience certificates from reputed concern.
- 5) Bidder should have annual turn over of Rs.5.00 Lakh P.A. during last three financial years.
- 6) The vendor should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head. 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.

6. Eligibility & Capacity

The bidder should be well experienced and capable of undertaking fumigation work of large number of containers at a time. They shall be able to deploy required number of staff for smooth operation.

7. Earnest Money Deposit

The bidder should submit Earnest Money of Rs. 3,000/- (Rupees Three Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Mumbai /Navi Mumbai.. MSME/NSIC Reg. Vendors are exempted from submission of EMD. The EMD of successful bidder will be converted into interest free security deposit which will be refunded after completion of contract period /extended contract period. The EMD of unsuccessful bidder will be refunded after finalization of tender.

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**

8. Validity of offer

The rate Offer should be kept valid for acceptance for 90 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/altered during this period.

9. Award of Contract

Qualified Bidder who will be found to have quoted the overall lowest bidder for the entire BOQ/Price Schedule of this tender shall be determined as L-1 bidder and that bidder only shall be considered for awarding the contract.

10. Period of contract

The contract will remain valid for one year from the date of awarding the contract and the same may be extended on mutual consent in writing for another one year.

In the absence of timely and improper performance by the contractor, Balmer Lawrie reserves the right to appoint any other contractor on same or similar terms and conditions or otherwise to render the same or similar services utilize the services of other contractor at the RISK & COST of the contractor and to recover the charges and expenses incurred in excess of the contractual rates, terms & conditions from the contractor. This will be without prejudice to the rights of Balmer Lawrie for any other action including termination of contract, forfeiture of security deposit etc.

12. Termination of the contract

Balmer Lawrie reserves the right to terminate the contract by serving 30 days notice without assigning any reason whatsoever. However, if the contractor fails to execute the job as per requirement of the

**Balmer Lawrie & Co. Ltd. Container Freight Station,
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company or fails to meet the contractual obligations or any other reasons which are detrimental to the interest of the company, BL shall have the right to terminate the contract forthwith without serving any notice to the surveyor.

13. Statutory obligation

ESI/ PF/ Other Statutory obligations: You would be required to ensure adherence of all statutory obligations related to your employees who would be working inside Balmer Lawrie premises. On award of the contract, you shall ensure compliance with all relevant statutory provisions under the relevant labour laws which are as given below:

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

and other applicable labour enactment and as amended from time to time in respect of the personnel deployed by you the Company's premises. Presently the minimum wages payable is to be obeyed. per person per day - plus applicable PF and ESI. Bidders are requested to take note of the same while quoting their rates.

The contractor shall undertake to comply with all statutory regulations, like ESI Act, PF Act, Bonus Act, Gratuity Act, Minimum Wages Act, Factories Act, Contract Labour Act, etc. or any other act that may be applicable for employment of their workmen. Any expenses incurred by Balmer Lawrie & Co Ltd., under the regulations will have to be reimbursed by contractor. The contractor will be the ultimate employer of their personnel and they shall supervise the work of the men engaged by them for deliverance and performance of the contract. The contract shall be strictly between the company and the contractor.

The contractor shall at their expense comply with all the labour laws and keep Balmer Lawrie & Co. Ltd indemnified in respect thereof. The contractor should comply with all rules and regulations of West Bengal State Labour Board or any other body / bodies as required.

The personnel deployed in the Company's premises by you shall be fully qualified in all respects to carry out the activities for which he has been deployed.

You shall equip the personnel deployed by you in the Company's premises with all the necessary implements and safety equipment. The persons will have to use the PPE provided by BL.

It may be noted that the bill submitted by you for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by you in the Company's premises along with the ESI/PF numbers allotted to them.

Cost if any, incurred by the Company in ensuring statutory compliance with the existing labour enactment and as amended from time to time shall be fully charged to you.

14. Rate

The rate should quoted in the enclosed rate schedule and the same should be inclusive of all taxes and duties except for GST , which shall be paid extra..

15. Billing & Payment

On receipt of the bill the same will be processed and payment will be made after making necessary deduction towards dues, penalty, income tax, risk & cost, deposits of statutory deduction within 30 days from the date of submission of the verified bills.

16. Settlement of disputes by 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.

The contract shall be governed by the Laws in India and subject to the exclusive jurisdiction in Kolkata.

17. Right to accept/reject the tender

The company reserves the **right to execute any or all of the BOQ items** or reject any or all the tenders without assigning any reason.

18. Liability & Ensuring Safety

The contractor should ensure that during the time of execution there is no damage to the property/personnel of Balmer Lawrie & Co. Ltd. In the event of such damage, it will be repaired / replaced by the company at the risk and cost of the contractor.

19. Addition/alteration of Tender Document

The Company reserves the right to add/alter terms and conditions of tender documents, increase or decrease quantity as mentioned in Price Bid (BOQ) including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.

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, fire ,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.

21. 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. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment.

Further, the bidder will be Principal Employer of all manpower working in our premises on their behalf. Bidder would held responsible in case of any statutory violation of any statute regulating manpower.

22. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie CFS yard. Any damage to any life and/or property inside the CFS yard due to negligence/mishandling of equipment , would be to the account of the contractor

23. Safety and penalty:

The Contractor will be penalized for any safety violation. The decision of the Safety Committee headed by Safety In charge will be final. For any safety violation viz. not using PPE as required by the nature of the job per violation Rs.1000 will be charged.

24. Purchase preference policy for MSE Vendors

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vender) vender subject to matching with L1 price of non MSE vender.

25. Compliance of GST

The vendor should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing the vendor.

26. ***TDS Compliance :Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f 1st October 2018.***

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from your payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services.

27. Arbitration

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Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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 & 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.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-TENDER NO: BL/CFS/MUM/699 dt.10/06/2020 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

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

PRICE SCHEDULE

Sl.No.	Description	Qty	Rate(Rs.)	Amount(Rs.)
1	Fumigation of 20' container with Methyl Bromide 48 gm/m ³	50		
2	Fumigation of 40' container with Methyl Bromide 48 gm/m ³	10		
3	Fumigation of 20' container AUS. & NZ .with Methyl Bromide 48 gm/m ³	5		
4	Fumigation of 40' container AUS.& NZ with Methyl Bromide 48 gm/m ³	5		
5	Fumigation of 20' container with Aluminum Phosphide 9gm/m ³	20		
6	Fumigation of 40' container with Aluminum Phosphide 9gm/m ³	10		
	GST			
	Total			

Note :

- 1.Rates should be inclusive of All Taxes & Duties except GST, which if applicable, shall be noted in appropriate column.
2. Rates shall be valid for at least one year from the date of commencement of contract as per Work Order Of Balmer Lawrie & Co. Ltd.
3. Indicative quantities are approximate for one years and will be used only for evaluation purpose. Actual volume may widely vary depending on business volume. The Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual job done which could be more or less than the indicative quantity

