



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

**e- TENDER NO: BL/CFS-KOL/Pipe & break bulkTransportation/13/20-21**

**Tender Document for**

TENDER FOR TRANSPORTATION OF PIPES & other break bulk cargo  
FROM VESSEL HOOK POINT at Kolkata Port to BL-CFS Kolkata  
or vice versa

**DUE DATE & TIME**

**20.06.2020 BY 17:00 hrs**

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**NOTICE INVITING E-TENDER**

On line bids in single Bid System are invited from the reputed and experienced Vendors, who fulfill 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 “TENDER FOR TRANSPORTATION OF PIPES & other break bulk cargo FROM VESSEL HOOK POINT TO BL-CFS Kolkata or vice versa”.

Balmer Lawrie & Co. Ltd., Container Freight Station, Kolkata [BL-CFS] provides transportation of pipe and other break bulk cargo from CFS,P-3/1 Transport Depot Road, Kolkata and Kolkata Dock System [KDS] and vice versa .

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

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

S. No	Description	Details
1	Name of Work	<b>TENDER FOR TRANSPORTATION OF PIPES AND VARIOUS BREAK BULK DIRECTLY FROM VESSEL HOOK POINT TO BL-CFS OR VICE VERSA</b>
2	Tender No	<b>e- TENDER NO: <i>BL/CFS-KOL/PipeTransportation/13/20-21</i></b>
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	<b>One Year from the date of LOI/Work order whichever is earlier. The contract may be extended for one more year based on mutual consent at existing rates and terms and conditions</b>
5	EMD	<b>Rs.10,000.00(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)</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>04.06.2020 17:00 hrs</b>
	b. Closes on	<b>20.06.2020 17:00 hrs</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

**1. LIST OF DOCUMENTS TO BE UPLOADED**

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

- 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

**2. VERIFICATION OF DOCUMENTS**

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

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

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs.10,000/- (**Rupees Ten Thousand only**) online only. However, MSE vendors are exempted from EMD on submission of their Certificate for the same. **MSE 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)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	<a href="mailto:ashish.goel@c1india.com">ashish.goel@c1india.com</a>	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	<a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>		

## 1.2 Digital Certificate authentication

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

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

## 2. Special Note

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

Work covered in this tender document shall generally be as detailed in BOQ and outlined herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered below /BOQ but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

A general scope of work is follows:

1. In totality 10000 MT  $\pm$  10% break bulk cargo to be removed from Port and unloaded at CFS
2. Take loading of cargo from Vessel hook point.
3. Transportation for cargo from Kolkata Port to Balmer Lawrie (BL) CFS-Kolkata
4. Documentation for entering trailers inside Port premises and taking the load.
5. For smooth removal from dock to CFS removal, min 50 nos. of 40 feet trailers, out of which 20 nos. of 40 feet trailers should be on the hook point so that hook point should not be idle at any point of time, and 30 nos. The Vehicles should continuously perform loading /unloading operations.
6. Ensure to affix Mild steel poles (Angles or solid pipes) on the 4 ends and also angles on the middle in the trailers so as to load break bulk cargo (pipes & others) in trailers safely. If required lashing is to be done properly through lashing belt and steel chain in 4 ends from front to end.
8. It will be the endeavour of the transporter to load every trailer with maximum allowable weight of the cargo as per Govt. of India Norms
9. To comply to basic safety norms & ensure safe passage from Port to CFS.
10. Dock liaison to ensure prompt delivery to trailers from Port for faster removal
11. All dock liaison and related expenses are to be borne by the transporter
12. All trailers immediately after unloading from CFS should report to Dock for taking further load
13. Hook detention [if any] for non-presence of trailers at loading bay will be on transporter account

14. All trailers should comply with the Port norms to ensure non hassle free entry and exit of trailers from Port premises
15. BL will not pay any detention charges for Vessel idling in case there is any break or change of shift or any other reason not under BL's control .
16. The trailers should have wooden reusable blocks along the breadth of the trailer bed on two ends so that the pipe are kept on that and there is space to slide slings for unloading. The blocks should be strong enough to bear load. At the edge of the wooden blocks wedge shaped block to be there so that the pipes do not role.

#### 1.0 **Job Description**

Transportation of Pipes& other break bulk cargo directly from Vessel Hook Point at Kolkata Port [KDS] to our Container Freight Station located at P-3/1, Transport Depot Road, Kolkata – 700 088 or transportation from CFS to Port[KDS]

#### 2.0 **Requirement of Trailers**

The bidder should be well known transporter or fleet owners having good reputation and track record of carrying Cargo/Containers to and from Ports. At least 80% of required number of trailers are to be placed as per our requirement at 2 hours notice. In case of failure to place the adequate number of vehicles as per our requirement, Balmer Lawrie shall be at liberty to arrange for vehicles at the Risk & Cost of the successful bidder. The difference amount, if any, shall be deducted from the transport contractor's bill. The driver of the vehicle and supervisory staff should be present all the time while loading / unloading at Kolkata Port and P-3/1, Transport Depot Road.

### **GENERAL TERMS AND CONDITIONS**

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

- a) Deposit of Earnest Money of ₹10,000/- (Rupees ten thousand only) online along with the bid. However, MSME/NSIC bidders are exempted from submission of EMD subject to their submission of relevant Certificate. **MSE 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) Bidder has to provide proof of ownership of 50 nos of 40 feet trailers and 10 nos. of 20 feet trailers . All the trailers have to be in the name of the company or in the name of any of the Directors of the company. No attached trailers will be allowed for this job. The RC copy and the insurance of the 50 trailers have to be Uploaded/submitted with the tender document.
- d) Working experience of Transportation of containers/cargo (minimum 3 years) in KDS.
- e) Minimum average turnover of ₹1.00 Crore(One Crore) per financial during last three financial years.
- 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 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 the form of a single bid consisting of both qualification documents and price in our e-procurement website.

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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 would like to place order for all the items of work as mentioned in the Price bid to a single bidder. 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.

4.4 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 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.

## **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 90 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. 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. 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.

#### **9. EMD**

The bidder should submit Earnest Money of Rs. 10,000/- (Rupees Ten 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

#### **10. Validity of the Offer**

The rate Offer should be kept valid for acceptance for 90 days from the last date for submission of the tender.

#### **11. Contract Period**

The contract would be for a period of one [1] year from the date of issuance of LOI/Work Order whichever is earlier. There will be an option to increase the contract period by one [1] more year only on mutual consent with the existing rates , terms and conditions

#### **12. Payment**

Payment will be made within 30 days from the date of submission of monthly bills duly certified by Officer-in-charge of the Company. All taxes and duties as applicable will be deducted from the bills as per rules in force from time to time. The contractor has to ensure that all statutory and other requirements as demanded by BL have been duly complied with before submission of bills.

#### **13. Volume Of Work**

Generally these are Project Cargo imported by our various clients and the Volume of work through this contract depends absolutely on prime clients of Balmer Lawrie & Co Ltd which may arise during this contract period. **No guarantee of volume can be assured.**

#### **14. 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 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 One year and three months. On extension of contract by one [1] year

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.

MSE bidders will have to submit security deposit as per the clause.

## **15. Penalty/Liquidated Damages**

### **For missing hook point due to non-placement of vehicle and damaging the goods customer**

- a. Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of 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, or failure to execute the work as per terms and conditions of the contract without prejudice to execute other right, or action by the company.
- b. The amount if not recoverable from the security deposit will be recovered from the bill for this particular job or from the bills related to any other job the successful bidder is already doing with Balmer Lawrie & Co Ltd in present or future

## **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 Balmer Lawrie (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. .

## **19. Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within KoPT, CFS/Empty Container yard where jobs under scope of this contract are being carried out by them . Any damage to any life and/or property therein as mentioned due to negligence/mishandling of vehicle by the Operator and /or malfunctioning of the vehicle would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the vehicle used under this contract.

**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.

**20. 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.

**21. 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.

**22. This is a no split tender**

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

- 22.1** 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
- 22.2** MSEs participating in the tender must submit the certificate of registration with any one of the above agencies.
- 22.3** 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.

- 22.4** 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.
- 22.5** Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details.
- 22.6** 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
- 22.7** 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

- 23. Tender for registered approved vendors only:** The Responses/offer from registered/approved vendors alone will be accepted and that other interested vendors have to register with the unit (Container Freight Station, Kolkata) and subject to such registration being confirmed, they would be considered for the subsequent Tenders.
- 24. 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](http://www.balmerlawrie.com) and e-procurement website <https://eproc.balmerlawrie.com>

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. *BL/CFS-KOL/Pipe\_transportation/13/20-21* 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**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
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	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	Service Tax Registration. No.	
12	Whether copy of Service Tax Registration certificate Uploaded	
13	Name of the Banker	
14	<b>Whether registration under MSMED act</b>	
15	<b>In case registered under MSMED provide registration number and copy of registration certificate.</b>	
16	<b>In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.</b>	

**PRICE BID :BOQ**  
**PRICE SCHEDULE -**

	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate(Rs.)</b>	<b>HSN/SAC</b>	<b>Amount(Rs.)</b>
1	Rate for Transportation of Pipes & other break bulk cargo directly from Vessel Hook Point at Port[KDS] to our CFS in 40 feet trailers	10000	MT			
	TOTAL					

1. The quantity may vary by  $\pm 10\%$ .
2. For transportation by 20 feet trailers 50% of the quoted rate will be given.