

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21



BALMER LAWRIE & CO. LTD.

CONTAINER FREIGHT STATION

[P-3/1, Transport Depot Road, Kolkata-700088

Phone No 2450-6811, Fax No. 24498355

E-mail: banik.s@balmerlawrie.com

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

TECHNICAL / COMMERCIAL BID

Tender Document for

[ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED ON WOOD PACKING MATERIAL TO BE USED FOR EXPORT CARGO and any other material at CFS-Kolkata]

DUE DATE & TIME: [03/08/2020 AT 17:00 PM]

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 vendor	16
7	Particulars of the organization	16
8	Price Bid	19

NOTICE INVITING E-TENDER

Online single Bid tender is invited from Reputed vendors for above mentioned **“ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED ON WOOD PACKING MATERIAL TO BE USED FOR EXPORT CARGO or any other material AT CFS-KOLKATA-700088”**, complying Pre-Qualification criteria or other details mentioned in Terms & Conditions or elsewhere in the Tender Document, through our eProcurement portal which can be accessed via our web site www.balmerlawrie.com or directly at <https://balmerlawrie.eproc.in>.

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 vendors credentials are to be uploaded along with the tender documents through the appropriate link.

Sl. No	Description	Details
1	Name of Work	ENGAGEMENT OF CONTRACTOR FOR FUMIGATION SERVICES TO BE APPLIED ON WOOD PACKING MATERIAL TO BE USED FOR EXPORT CARGO and any other material AT CFS-KOLKATA-700088.
2	Tender No	e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21
3	Validity Of Offer	90 days from the due date of submission of the tender.
4	Contract/Delivery Period	The contract will remain valid for one year only from the date of awarding the contract
5	EMD	Rs. 10,,000/- (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	18/07/2020 AT 11.00 hrs
	b. Closes on	03/08/2020 AT 17:00 hrs
7	Opening of Tenders	On or after due date of submission

GeM Declaration

Fumigation of wooden packing material was not available in GeM for the location. Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM

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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number

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 ₹ 10,000/- (Rupees Ten Thousand only)** online through our e-procurement website . **(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 before due date and time of tender submission date. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM/e-mail. In case of MSMED /NSIC vendors Certificate of MSME(Micro & Small only)/ NSIC must be uploaded for considering their exemption from EMD. MSME(Micro & Small only)/ NSIC vendor are required to declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSME's order 2012.

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.

1. 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 & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- 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.

2. 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 tender is meant for Fumigation Services as per Export Norms of exports through our CFS-Kolkata .

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, plant & machinery, 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 including packaging material
- 1.2 Imported cargo contained in 20`/40` Containers including packaging material
- 1.3 Fumigation of loose material including cereals
- 1.4 Fumigation of LCL cargo in Cartons, wooden pallets, Jute bags etc

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

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 Coopering 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 Coopering contractor. The Coopering contractor is to provide the dunnage wood for fumigation either inside our premises or some other suitable place well before the arrival of empty containers for stuffing.

1.3 Scope & responsibility for obtaining Phytosanitary certificates

- Collection of Invoice / Packing List / Contract.
- Filing Phytosanitary Applications online
- Submission of hard copies of Phyto applications to PQ Office
- Payment of fees
- Arranging PQ inspection at CFS
- Fumigation with approved dose
- Submitting final documents to PQ (shipping bill / customs invoice/BL)
- Collection of Phytosanitary Certificate & submitting to CFS.
-

2. Special Conditions 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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- 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.
- 2.17 Balmer Lawrie does not guarantee the quantity mentioned in the BOQ
- 2.18 The vendor will have to depute personnel for the work within 4 hrs of notification by Balmer Lawrie authorized personnel over phone or e-mail

GENERAL TERMS & CONDITIONS

3. Bid Evaluation Criteria

- 1) Deposit of Earnest Money of Rs.10,000.00/- (. **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).**
- 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**. The vendor should also be eligible for AFAS (Australian Fumigation Accreditation Scheme). (Documentary proof should be submitted]
- 4) Experience of at-least 3 years in Fumigation Job of packing and other type of metal/non-metal material with at least two work orders/ completion certificates from a reputed Indian company is required.
- 5) Minimum turnover of Rs.5.00 lakhs per financial during last three years. CA certified audited balance sheets for the last three years ending on 2018-19 need to be submitted
- 6) Registration with ESIC & PF.
- 7) The vendor should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to 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.
- 8) Submission of GST registration details

4. Bid rejection criteria: Following bids shall be categorically rejected.

- i. Bids received without EMD shall be rejected. (The Registered micro and small enterprises shall be exempted)
- ii. Bid not quoted on the online format
- iii. Change/deviation from the specification of the items.
- iv. Incomplete/misleading/ambiguous bids in the considered opinion of BL.
- v. Bids with incomplete technical specifications and or terms not acceptable to Balmer Lawrie.

5. Submission Of Online Bids

The bids should be submitted in a Single Bid mode for both

[A] Technical / Commercial Bid and [B] Price Bid

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

6. Tender Opening

The Bid will be opened online as per the Tender Calendar.

7. Acceptance of offers

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- I. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- II. 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.
- III. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the Technical Specifications and Terms & 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.
- IV. Submission of tender will be the conclusive evidence as to the fact that the tenderer has fully satisfied themselves as to the technical specification, General terms & conditions and all other factors, affecting the performance of the contract and the cost thereof.

6. 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 finalize the tender.

7. Price Variation

- a) 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.
- b) The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the last date for submission of tender.

8. 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.

9. Earnest Money Deposit

Interest Free EMD of Rs.10000/- (Ten thousand only) has to be submitted online through our e-procurement website. In case bidder revokes or withdraw their offer within validity of the offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. 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.

For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them.

For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by Balmer Lawrie (BL).

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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- e) Bidders submitting false/fabricated/bogus documents in support of their credentials

10. 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/alterd during this period.

11. 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.

12. Period of contract

The contract will remain valid for one (1) year from the date of awarding the work order

13. Security Deposit/Performance Guarantee

- (i) On acceptance of the Bid, Contractor shall within seven (7) days, deposit with Balmer Lawrie (BL) an Initial Security Deposit of 5% of the Contract value and the same shall be in any of the following:
- a) Bank draft drawn on a Kolkata Branch of any Scheduled Bank in favour of Balmer Lawrie & Co Ltd.
- b) Bank Guarantee executed by any Scheduled Bank as per proforma to be provided to the successful bidder. The Bank Guarantee is to be valid for contract period and six months.
- (ii) If Contractor fails to provide the Security Deposit within the period specified, such failure will constitute a breach of the Contract and Balmer Lawrie shall be entitled to award the Work elsewhere at Contractor's risk and cost. The Security Deposit shall be released to the contractor after completion of work, final bill payment & after submission of Performance Bank Guarantee covering the defect liability period .
- (iii) No interest shall be payable against Security Deposit.
- (iv) The Security Deposit / Retention Money shall remain at the entire disposal of BL as a security for satisfactory execution and completion of the Work(s). BL shall be at liberty to deduct and appropriate from the Security Deposit / Retention Money such damages (liquidated,penaty or otherwise) and other dues and recoveries from Contractor under this Contract and the amount by which Security Deposit / Retention Money is reduced by such appropriations, will be made by further deductions from Contractor's subsequent bills to that extent as to make up the Security Deposit / Retention Money.
- (vi) Security deposit has to be paid by MSE vendors too.

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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

rights of Balmer Lawrie for any other action including termination of contract, forfeiture of security deposit etc.

14. RATES, TAXES & DUTIES

(a) The tenderer should quote for all items in the Price Bid. The rates should be expressed in English both in figures and words. Where discrepancy exists between the two, the rates expressed in words will prevail. Similarly if there is any discrepancy between unit rate and total amount, the unit rate will prevail.

(b) The rates should be quoted in the same units as mentioned in the tender schedule of quantities online.

15. PRICE ESCALATION: No price escalation for cost shall be entertained.

16. The vendor is not allowed to give any “subcontract” without proper justification and approval of Balmer Lawrie & Co. Ltd. (BL). Please note that bid of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

17. Termination of the contract

17.1 Termination on expiry of the CONTRACT

This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless the BL has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.

17.2 Termination on account of insolvency

In the event the CONTRACTOR or its collaborator at any time during the term of this Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the BL shall, by a notice in Writing have the right to terminate this CONTRACT and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

17.3 Termination for unsatisfactory performance

If the BL considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the BL shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. The BL shall have the option to terminate this Agreement by giving 90 days' notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.

17.4 Consequences of termination

In all cases of termination herein set forth, the obligation of the BL to pay shall be limited to the period up to the date of termination. Notwithstanding the termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination.

18. 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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

- 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.

19. This is a no split tender

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

20.1 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

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

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

20.3 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.

20.4 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.

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

20.6 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

20.7 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 L1 price

21. 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. All challans for ESI and PF are to be submitted to the HR and Admin department of Balmer Lawrie CFS Kolkata. No payment will be released till statutory payments are cleared.

22. Penalty/Liquidated damages: -

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

Vendor shall be liable to pay liquidated damages for the following:

- a) Failure to deliver the fumigation report as mentioned in the scope of work will lead to a fine of ₹ 50 per day
- b) Delay in deputing personnel for the work will lead to a fine of ₹ 10 per hr
- c) If any damage is caused to the property and/or machinery (including its any part) of Balmer Lawrie & Co Ltd., directly and/or indirectly incidental to and connected with the execution of the work, the loss shall be assessed by BL and vendor shall be liable to indemnify the value of such damaged property and/or machinery.
- d) BL shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor, in the event of his failing to complete the work within the stipulated time and as per the instruction of authorized personnel of Balmer Lawrie CFS Kolkata.

23. LIMITATION OF LIABILITY: Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order Price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production.

24. Force Majeure:

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the Balmer Lawrie CFS Kolkata authorized personnel in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the delivery period. On decision of BL/BL arrived at after consultation with the Vendor, shall be final and binding. Such a determined period of time be extended by the BL to enable the Vendor to deliver the items within such extended period of time.

If Vendor is prevented or delayed from the performing any of its obligations under this agreement by Force Majeure, then Vendor shall notify BL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the event.

25. RESOLUTION OF DISPUTES / ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration 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.

26. 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.

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

27. 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>

ACCEPTED ALL TERMS AND CONDITIONS AS STATED ABOVE.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21 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 / Private Limited Co., or Public Limited Co./LPP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]

e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21

9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Trade License details	
13	Whether copy of GST Registration certificate Uploaded	
14	Name of the Banker	
15	Whether registered under MS MED act	
16	In case registered under MSMED provide registration number and copy of registration certificate.	
17	If MSME vendor is SC/ST to be mentioned and Certificate to be attached	
18	Trade License Details	

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]**e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21**

19	<u>Key person of the organization</u>			
	Name			
	Designation			
	Contact Telephone No. Mobile No.			
	Short Profile			
20	List of Important Clients alongwith Certificate on performance [Certificate to be enclosed]			
21	Details of experience [Certificate to be enclosed]			
22	<u>COMMERCIAL Survey</u>			
22.1	Whether already working at Kolkata (Yes/No)			
22.2	Are you agreeable to provide services at any other location, if required (Yes/No)			
22.3	Are you agreeable to furnish Performance Guarantee on prescribed format enclosed with the tender document (Yes/No)			
22.4	Do you have Valid Certificate of Registration / : Accreditation issued by Directorate of Plant Protection, Quarantine & Storage of Ministry of Agriculture, Govt of India (Yes/No)			
22.5	If yes , please mention the Registration number, Date of Issue of Registration, Validity period of the Registration	<u>Registration No.</u>	<u>Date of issue</u>	<u>Validity</u>

PRICE SCHEDULE

Sl.No.	Description	Qty	UOM	Rate(Rs.)	SAC	GST%	Amount(Rs.)
1	The <u>fumigation of wood</u> used for dunnaging in side container and its inside wooden parts thereof should be done as per latest ISPM 15 Standards and stamping/embossing of IPPC logo/symbol/ on wood and issuance of Certificate. Methyl Bromide 48gm/m3	2000	TEU				
2	The <u>fumigation of wood</u> used for dunnaging in side container and its inside wooden parts thereof should be done as per latest ISPM 15 Standards and stamping/embossing of IPPC logo/symbol/ on wood and issuance of Certificate. Methyl Bromide 48gm/m3	200	FEU				
3	Fumigation of 20 feet container AUS/NZ using methyl bromide 48 gm/m3	100	TEU				
4	Fumigation of 40 feet container AUS/NZ using methyl bromide 48 gm/m3	20	FEU				
5	Fumigation of 20 feet container using Aluminium Phosphide 9gm/m3	10	TEU				
6	Fumigation of 40 feet container using Aluminium Phosphide 9gm/m3	20	FEU				
7	Fumigation of loose material	20	Tonnes				
	Total						

The quantity of both SL Nos. of BOQ may vary by $\pm 10\%$

Balmer Lawrie & Co. Ltd. Container Freight Station, [Kolkata]
e- TENDER NO: BL/CFS-KOL/FUMIGATION/21/20-21