



BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION
[P-3/1 Transport Depot Road, Kolkata-700088.
Phone No 03324506811
E-mail: banik.s@balmerlawrie.com]

e- TENDER NO: BL/CFS/KOL/Real Time Report/21-22/03

TECHNICAL / COMMERCIAL BID

Tender Document for
Real Time Reporting To Shipping Lines at CFS-Kolkata

DUE DATE & TIME

14.04.2021 BY 4.00 P.M.

SIGNATURE OF TENDERER

DATE:.....

SEAL

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NOTICE INVITING E-TENDER

Online Tender in single Bid System are invited from registered dealer for supply of the Real Time Reporting To Shipping Lines at CFS-Kolkata and who fulfill the Eligibility Criteria mentioned elsewhere in the tender document AT CFS , P-3/1 Transport Depot Road KOLKATA-700088. Page | 3

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

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

haS. No	Description	Details
1	Name of Work	Real Time Reporting To Shipping Lines at CFS-Kolkata
2	Tender No	e- TENDER NO: BL/CFS/KOL/Real Time Report/21-22/03
3	Validity Of Offer	60 days from the due date of tender.
4	Contract Period	12 months from the date of work order which shall be extended for another 2 months.
5	EMD	NA
6	Downloading / Submission of Tender :	
	a. Starts on	03.06.2021
	b. Closes on	14.06.2021
7	Opening of Tenders	On or after due date and time for submission.

GeM Declaration

Real Time Reporting To Shipping Lines at CFS-Kolkata was not available in GeM for the location. GeM NAR no. GEM/GARPTS/05042021/URFKN4G4Y11G. Balmer Lawrie & Co Ltd . has no objection in making available this tender detail to GeM for making available such services on GeM

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

2. VERIFICATION OF DOCUMENTS

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

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- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- 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> EMD is not applicable in this tender. Bid Security Declaration is to be uploaded. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

1. Procedure to submit On-line Bids

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

1.1 Registration with e-procurement platform

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

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))			
Please email your issues before your call helpdesk. This will help us serving you better.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Ashish Goel	ashish.goel@c1india.com	+91-9818820646	
Escalation Level 3			
Mr.Achal Garg	achal.garg@c1india.com		

1.2 Digital Certificate authentication

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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.

“Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation.”

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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.

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

Job Schedule -I

1. Reporting directly to Shipping Line's system/server as per the format specified by them.
2. Form 2 entry (Gate in of container at BL CFS)- Ensuring real time entry of the container in ICOMET system
3. Issue RFID Tagging – maintain Stock and reporting of the container to Balmer Lawrie
4. The report should be sent within the stipulated time frame as it will be desired by the lines to generate real time status.
5. Presently the reporting is restricted to 3-4 lines which may further increase in due course of time.
6. Ensuing smooth removal of Shipping Line reporting of (MSC /Evergreen/PIL) EDI on Real time basis - At present scenario for three Shipping Lines needs EDI report on real time basis in their format.
7. This job requires deployment of manpower in all three different shifts

The Report have to contain following data and as per format provided by SL's:-

- a. Gate in at CFS
- b. Gate out from CFS
- c. Providing survey copy of the container while delivery is affected.
- d. Gate Out from Port

And any other such data as may directed by BL to comply with Shipping Lines Format /requirements from time to time.

The person should possess mobile for taking instruction and report his job on time to time.

The person should report and to be available at our office during General Shift duty and also may be extended as and when required or may be called on Sunday/Holiday without any extra remuneration.

Any other relevant activity, which may be required from time to time.

Job Schedule -II

1. Reporting of Empty Container in specified format provided by Shipping Lines will have to be given as per the stipulated time frame. **(Presently this job is not required, which may be called for in future.** This is an optional item and may/may not be executed. And payment for the same shall be made on prorata basis only.) s

- Qualification of Person to be deployed.

The person should be Proficient with Computer & Internet Applications. Bio-Data of the person proposed for deployment with relevant working experience to be submitted with the Tender Document.

- The successful bidder's deployed person should keep in touch with our Operation Cell as also with Marketing/Operation person of the unit at land line no.033-24506833/ 24506806 for taking day to day instruction and discharge his responsibilities.

The person should possess mobile for taking instruction and report his job on time to time.

The person should report and to be available at our office during General Shift duty and also may be extended as and when required or may be called on Sunday/Holiday without any extra remuneration.

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Any other relevant activity, which may be required from time to time.

GENERAL TERMS AND CONDITIONS

Eligibility Criteria For Techno-Commercial Bid

1. Eligibility Criteria For Techno-Commercial Bid

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a) EMD Not applicable.. Bidder have to submit “Bid Security Declaration” stating that if the bidder

i) Withdraws the offer during validity period of the offer

II) Non acceptance of order by the bidder within the stipulated time after placement of order.

III) Any unilateral revision made by the bidder during the validity period of the offer

IV) Non submission of Security Deposit

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

then the bidder will be put on banned list for 1 year and will not be able to participate in any tender for that period. The declaration is to be as per the format in Annexure B

b) The bidder should have valid trade license

c) Bidder must have experience of similar experience in similar area in Kolkata Port/CFS area for the job value below mentioned:- .

a) **3 similar completed work each costing not less than ₹ 1.17 Lakhs or**

b) **2similar completed works each costing not less than ₹ 1.41 Lakhs or**

c) **1 similar completed work costing not less than ₹1.88 Lakhs**

Copy of work orders and completion certificates from reputed clients/ govt/ organizations in India should be enclosed as supportive documents. The completion certificate should include following

Details :-

1. Work order reference along with completion certificate as main Consultant clearly specifying the scope of work

2. Total amount of work in ₹ completed against work order.

3. Date of completion/ Duration.

The completion date of the work orders with executing similar works shall be deciding factor to conclude whether the job has been executed in the qualifying period or not. The value of final executed work shall only be considered while evaluating the individual work order value.

5.TDS certificate generated from TRACES and Bank account statement(s) showing the payment received in respect of work orders submitted against Pre-Qualification criteria is to be

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submitted by the bidders, if it is demanded by Balmer Lawrie. The said documents must be for the work executed between the periods indicated there only.

6. Bidders are required to ensure that the value of completed job indicated by them is exclusive of Service Tax/Goods and Services tax. Accordingly, the completion certificate submitted by the bidder shall separately indicate the service tax/Goods and Services tax amount included in the value of completed job OR a separate certificate from the respective client, mentioning the service tax/Goods and Services tax amount, if any, included in the value of completed job under consideration should be submitted by the bidder.

In case Service Tax/Goods and Services tax amount/ component is not specified in the submitted completion certificate, then the amount equivalent to rate applicable as service tax/Goods and Services tax for the subject tender shall be deducted from the value of completed job mentioned in the completion certificate to arrive at the value of the completed job without service tax.

- d) Should have minimum Average Financial Turnover of ₹ 2.5 Lakh per year during the last 3 financial years ending with March 2020 (Proof to be attached). The tenderer/bidder shall submit Balance Sheet/Profit & Loss Account for last 3 years. If certified Balance Sheet is voluminous, then relevant pages in support of turnover is to be uploaded along-with CA certificate towards the same. **If financial accounts for the year ending March 2020 yet not audited, bidder can submit provisional statement for the year ending March 2020 signed by Chartered Accountant**
- e) Registration Certification with GST.
- f) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this effect would need to be provided as per Annexure C. 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. Acceptance of Offer

Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted for the entire job. However, Balmer Lawrie also reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.

3. 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.

4. Price Variation

4.1 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.

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4.2 The quoted rates shall be kept valid for acceptance for a minimum period of 90 days from the due date for submission of tender.

5. 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).

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6. Validity of offer

The rate Offer should be kept valid for acceptance for 60 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

7. Award of Contract

The contract will be awarded to the tenderer who would have quoted the overall lowest bid (L1) for the entire BOQ/Price Schedule of this tender.

Contract Period:

The period of contract should be for 12 months from the date of Work Order/LOI . The contract may be extended for a period of 2 months at the same rates and terms and conditions under mutual consent.

8. Payment Terms

Payment will be made within 30 days from the date of submission of bills supported by duly signed challans , provided that bills are correct in all respect and duly certified by Officer-in-charge of the Company. On receipt of such Bills from the vendor, the same will be processed for payment after making necessary deduction towards dues, penalty, income tax, risk & cost, deposit of statutory deduction etc.

9. 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.

11. Duty Hours

Every day requisite number of representative should be available according to requirement during office hours and depending upon the urgency of the work the respective person should complete the job within the day, if necessary, staying beyond the working hours.

12. Security Deposit

The successful bidder shall deposit an amount of 3% of the total contract value within seven days from the date of Letter of Intent (LOI)/Work order whichever is 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 security deposit will be refunded after 03 months of successful completion of contract period.

- (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, penalty 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.

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

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.

13. ESI/PF/Other Statutory obligations

The Contractor would be required to ensure adherence to all statutory obligations related to their employees who would be working inside Balmer Lawrie premises. On award of the contract, the bidder 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 bidder at the Company's premises.

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

The contractor shall equip the personnel deployed by him in the Company's premises with all the necessary implements and safety equipment.

It may be noted that the bill submitted by the contractor for services rendered shall be processed only on submission of satisfactory proof of remittances Challans in respect of statutory payments such as ESI, PPF, etc. for the personnel deployed by him 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 the contractor.

14. Termination of the contract

14.1 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.

14.2 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.

14.3 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 30 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.

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14.4 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.

The contract may be terminated by either party by giving at one months notice if any kind of penalty is imposed for 3 times. In such case BL would be liable to pay the charges for services already rendered till such notice of termination is served only. Page | 11

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

15.1 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

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

15.3 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.

15.4 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.

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

15.6 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

15.7 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:

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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

16. This is a not split order

17. Penalty/Liquidated damages: -

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

(i) Failure to execute the job as per PO and work order. In such case, vendor shall be liable to pay liquidated damages @ 0.5% of Executed value /amended value whichever is higher (excluding taxes and per week or part thereof subject to a maximum of 5.0% of Executed value /amended value whichever is higher (excluding taxes & duties

(ii) If the delivery is made on pro rata basis then Liquidated Damages will be applicable on the contract value of the undelivered part of Purchase Order

b) 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.

18. 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.

19. 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 WD 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.

20. 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.

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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.

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22. Corrigendum to tender: The bidder has to keep track of any changes by viewing the addendum /Corrigendum's issued by the Tender Inviting Authority on time-to- time basis from our website www.balmerlawrie.com and e-procurement website <https://eproc.balmerlawrie.com> or www.gem.gov.in (If tender is hosted in GeM)

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.

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/Real Time Report/21-22/03 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

SIGNATURE OF TENDERER

DATE:.....

SEAL

Annexure A

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership /LLP/ Private Limited Co., or Public Limited Co.	
6	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 GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registration under MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	If MSME vendor is SC/ST must furnish their relevant document.	

SIGNATURE OF TENDERER

DATE:.....

SEAL

Annexure B

Bid Security Declaration in Lieu of EMD

(On Bidder's Letter Head)

Tender No.: **BL/CFS/KOL/Real Time Report/20-21/43**

Name of Work: **Real Time Reporting To Shipping Lines at CFS-Kolkata**

I/ We, the authorized signatory of M/s, participating in the subject Tender no.: BL/CFS/KOL/Real Time Report/20-21/ for the job of "Real Time Reporting To Shipping Lines at CFS-Kolkata" do hereby declare :

(i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity OR I/ We fail to execute formal contract agreement within the given timeline OR I/ We fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract (s) of Balmer Lawrie and Company Limited for a period of one year from the date of committing such breach.

Place :

Signature and seal of authorized signatory of Bidder:

Date :

Name of authorized signatory :

SIGNATURE OF TENDERER

DATE:.....

SEAL

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern :

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership/firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Balmer Lawrie & Company Limited or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), or Govt. of India except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. , submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist or holiday list declared by Balmer Lawrie and Company Limited. or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas) or Govt of India , except as indicated below :

(Here give particulars of blacklisting or holiday listing and in the absence thereof state “NIL”)

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by Balmer Lawrie and Company Limited or its Administrative Ministry (presently the Ministry of Petroleum and Natural Gas), except as indicated below : (Here give particulars of black listing or holiday listing and in the absence thereof state “NIL”) It is understood that if this declaration is found to be false in any particular, Balmer Lawrie and Company Limited or its Administrative Ministry, shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder: _____

Date :

Name of Signatory : _____

SIGNATURE OF TENDERER

DATE:.....

SEAL

PRICE SCHEDULE

Sl.No.	Description	Qty	Unit	Rate
1	EDI Reporting for Loaded Containers to Shipping Line/s as per Job outlined in Scope of Work in Schedule-I	6	Month	
2	EDI Reporting for Empty Containers to Shipping Line/s as per Job outlined in Scope of Work in Schedule-II (This is an optional item and may/may not be executed . And payment for the same shall be made on prorate basis only)	6	Month	

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GST HSN code:

Tax Percentage:

- Note: Quantity is indicative and not guaranteed and may vary according to our requirement.
- Rate above to be quoted excluding GST. GST to be paid by BL as extra

SIGNATURE OF TENDERER

DATE:.....

SEAL

SIGNATURE OF TENDERER

DATE:.....

SEAL