



बामर लॉरी एण्ड कं. लि.

**BALMER LAWRIE & CO LTD.**

(भारत सरकार का एक उद्यम)

(A Government of India Enterprise)  
लॉजिस्टिक सेवा विभाग/Logistics Services Division  
21, नेताजी सुभाष रोड/21, Netaji Subhas Road  
कोलकाता/Kolkata : 700 001.

निविदा सं./Tender Enquiry No. BL/LS/KOL/004/19-20

दिनांक/Date: 20<sup>th</sup> June 2019

निविदा में भागीदारी के लिए हमारी वेबसाइट <https://balmerlawrie.eproc.in> देखें

For participation in this Tender please visit our website <https://balmerlawrie.eproc.in>

**Appointment of vendor for handling and physical clearance of cargo at Land Custom Station - Petrapole for export movement to Bangladesh.**

निविदा नियत तिथि :

**Tender Due Date : 01<sup>st</sup> July 2019**

निविदा नियत समय :

**Tender Due Time : 12:30 PM**

Limited Tender / Single Bid System.

Bids to be accepted from Registered Vendors only (Limited Tender).

Online bids are invited from reputed and reliable vendors for the following scope of work. Interested Parties / Bidders are required to upload and submit the scan copies (signed & stamped) of followings documents (Eligibility Criteria) at the above mentioned web portal on or before tender due date & time, to proof their eligibility for this tender.

**ELIGIBILITY CRITERIA**

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

- a. Authorization Letter 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. Copy of Income Tax PAN
- d. Copy of GST Registration Certificate
- e. Chartered Accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years.
- f. Latest Bank Detail to be submitted.
- g. Bidder must have their own CHA license or exclusive right to use other CHA license for clearance and same must be valid for the year upto 2022.
- h. Bidder must have working experience of 10 years as CHA at Petrapole.
- i. 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 provide in 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.
- j. Each Page of the Tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of the tender.

**Note :** Tenderer should be in a position to produce all the original documents as and when required by Balmer Lawrie & Co Ltd.

Tenderer not meeting the tender terms & conditions or in-complete in any respect or with any addition, deletion or modification are liable to be summarily rejected without any further communication to the tenderer and decision of the company in this respect will be final & binding.

**Price Bid to be submitted online only as per format available in portal, and under no circumstances shall be submitted in physical form.**

**TENDER OPENING**

The Bid will be opened online as per the Tender Calendar at 12.31 PM on 01<sup>st</sup> July 2019.

**SCOPE OF WORK**

Handling and physical clearance of export cargo at Land Custom Station – Petrapole for Bangladesh movement.

**SECURITY DEPOSIT**

Successful bidder on award of the contract will have to submit Security Deposit of 10% of Work Order value or as derived by the sanctioning authority by Demand Draft/Pay Order from any Nationalized/ Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at Kolkata or Bank Guarantee for an equivalent amount from any Nationalized Bank valid till the tenure of the contract within 15 days from the date of issuance of LOI.

Only the format given by the company in this regard to be used for submitting Bank Guarantee.

The Security Deposit shall bear no interest and would be refunded by Cheque after completion of the contract on written request from the contractor subject to satisfactory performance.

Security Deposit is liable to be forfeited in the event of :

- a) Withdrawal of order during validity period of the contract
- b) If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and condition.
- c) Any unilateral revision made by the successful bidder during the validity period of the contract.

**AWARD OF CONTRACT**

Work will be allotted to L1 bidder. The L1 bidder shall be determined on an overall basis taking into consideration all the sectors in the price bid and negotiation carried out. However, the company reserves the right to award the contract to more than one bidder, and the company's decision shall be final and binding on all the parties. In the event of the company retaining two vendors then the order shall be split in the ratio 60:40 if and only if L2 agrees to match negotiated L1 rates. If L2 do not agree to match negotiated L1 rates, the opportunity to match with the negotiated L1 rates shall percolate down to L3, L4,...etc. However, the company reserves the right to change the pattern of distribution between the contractors if in case service parameters does not commensurate with the requirement.

**MSME BENEFIT :**

As per GOI instruction, MSME vendor/s will be given the option to match the L1 rate for the supply of goods or services for the pre-determined quantity of minimum for 25% of the total tender value/quantity if their quoted rate is / are in the range of +15% higher from L1 rate. Such MSME vendors are required to quote & submit their UAM (Udyog Aadhar Memorandum) identification number along with their bid, failing which such bidders will not be eligible to enjoy the said benefits as per procurement policy for MSMEs.

The above such benefit is applicable subject to operational viability of splitting of such order.

**PERIOD OF CONTRACT :**

The work order awarded against this tender shall remain valid for a period of 1 year with an extension of another 6 months at the same rate and terms & conditions from date of issuance of Work Order / Letter of Intent.

**VOLUME OF WORK :**

The quantities provided are indicative only. The company does not give any guarantee as to the exact amount which may vary at the time of actual shipment (lower or higher side) than the indication provided. No claim shall be entertained in the event of the volume of work is substantially lower.

Contractor shall arrange at his own cost necessary permits, etc required for his staff, vehicles crew etc for execution of jobs.

The Contractor shall hold the company harmless and indemnified from and against all claims, charges and cost for which company may be held liable under the Workmen's Compensation Act, 1923 or any other act/statue.

**VALIDITY OF OFFER :**

The quotation submitted shall be valid for a period of 60 days from the date of opening of the bids received.

**PRICE ESCALATION / DE-ESCALATION :**

No Escalation / De – Escalation shall be allowed, whatsoever.

**PAYMENT TERMS :**

The contractor shall submit the bills on MONTHLY BASIS only. Payment will be released within 30 days from the date of submission of bills as per office record. Necessary supporting documents to be submitted along-with bills.

**TAXES :**

Taxes / GST will be payable extra as per Govt of India rule.

**RISK PURCHASE**

Failure to provide services :

The successful contractor shall provide requisite services as per our requirement within 12 hours of written/verbal requisition failing which, Balmer Lawrie & Co Ltd reserves the right to utilize the services of any other contractor without notice at the risk and cost of the nominated contractor and to recover charges and expenses in excess of the contractual obligations, the work shall be completed at the risk of the contractor and cost through alternative source /arrangements. This will be without prejudice to the right of BL for any other action including termination.

**CONFIDENTIALITY**

Your appointment is subject to strict confidentiality being maintained with regard to all the tasks assigned to you, and if it is found that there is any breach of confidentiality clause, the company may immediately terminate the contract and company's' decision in this regard will be final and binding.

**FORCE MAJEURE**

The contract is subject to force majeure conditions like war, riot, strikes, lock out, accidents, fires, tempest, flood, Government orders or restrictions imposed by Government and/or causes beyond the control of BL/ Contractor. Contractor to give immediate intimation to the company on occurrence of such Force Majeure Conditions with specific details on date of commencement of such Force Majeure Conditions and documentary evidence ( FIR etc) thereof , anticipated duration of the same and the nature of such Force Majeure Conditions.

**TERMINATION OF CONTRACT**

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

The company also reserves the right to terminate the contract for unsatisfactory performance, dissemination of information, or for any other reason in the event of which you shall not be entitled to any compensation whatsoever.

**RIGHT OF ACCEPTANCE / REJECTION**

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

**ARBITRATION**

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of this contract or the validity of the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE Forum of Conciliation and Arbitration" and the award made in pursuance thereof shall be binding on the parties. The award of the Arbitrator so appointed by the Chairman and Managing Director, Balmer Lawrie & Co. Ltd shall be final and conclusive and binding on all parties to the agreement subject to the Provisions of the Indian Arbitration Act 1940 and the rules there under and any statutory modification or re-enactment thereof deemed to apply to the Arbitration proceedings under this clause.

The contract shall be governed by Indian Law, and subject to the exclusive jurisdiction of courts in Kolkata. Notwithstanding the existence of any arbitration in terms thereof, or otherwise the contractor shall continue and be bound to continue and perform the works to the completion in all respects according to the contract [unless the contract or works be determined by the Company] and the contractor shall remain liable and bound in all respects under the contract.

**PROCEDURE FOR ONLINE BID SUBMISSION**

Interested parties are requested to visit our e-procurement portal <https://balmerlawrie.eproc.in> and submit their bids online.

Bidders are required to submit scan copies of necessary document mentioned above under the clause Eligibility Criteria of the tender document (stamped and signed) to the appropriate above link before due date and time of the Tender. The department shall not take any responsibility for any delay.

For registration and online bid submission bidders may contact HELP DESK of C1 INDIA PVT LTD (between 10am – 6pm), Contact Detail of C1 India is as follows. (Monday to Friday)

Contact Person	Email	Contact Number	Days
<b>Tirtha Das</b> (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	Monday – Friday
<b>Partha Ghosh</b> (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	Monday – Friday
<b>CH.Mani Sankar</b> (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	Monday – Saturday
<b>Ujwala Shimpi</b> (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-022-66865608	Monday – Friday
Helpdesk Support (Kolkata)	-	+91-8017272644	Monday – Saturday
<b>Escalation – 1</b> <b>Tuhin Ghosh</b> (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	Monday – Friday

Registered vendors who do not have digital certificate would need to procure CLASS IIB or CLASS III (SIGNING and ENCRYPTION) from their own source from any Certifying Authority.

**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 Printed or posted Price Bid / offers shall be accepted. The Price bid to be strictly submitted on-line.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified date & time of tender submission.
- 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.

**CONTACT PERSON**

For any clarification / queries you may please contact Shri Bappa Misra – Manager - Operation, Logistics Services Department, Balmer Lawrie & Co. Ltd., Kolkata - 700001, Phone : (033) 2222-5457 / 2222-5477

Please acknowledge receipt and confirm your participation in this tender.

Yours faithfully,  
For BALMER LAWRIE & CO LTD

Bappa Misra  
Manager – Operation  
21, N.S. Road, Kolkata – 700001.  
Tel : 033 22225457

1. Submission of credentials and Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.



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**PRICE BID**

PRICE BID					
PARTICULAR	QUANTITY	UOM	MINIMUM CHARGES PER CONSIGNMENT	RATE IN RS.	TOTAL (RS.)
Appointment of vendor for handling and physical clearance of cargo at Land Custom Station - Petrapole for export movement to Bangladesh.	18,000.00	Metric Ton			

Note : Minimum charges would be applicable for consignment upto 100 MT of cargoes per consignment / Shipping bill.