

**Start Date: 07.05.2021  
Due date: 10.05.2021 2:00PM**

Dear Sir,

**Sub: Transportation of ODC CARGO from NSD to BL CFS-Kolkata**

**Sealed Offer** is invited from approved vendors for the subject mentioned transportation work as per the below mentioned details

1. **Scope of Work**
2. **General Terms and Conditions**
3. **Price Schedule**

Your offer, complete in all respect furnishing details should be submitted to us on or before the due date.

Thanking you,

Yours faithfully,  
For Balmer Lawrie & Co. Ltd.

Prasant Basu  
AVP (CFS-Kol)

Encl.: As above

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## **Annexure 1**

### **SCOPE OF WORK**

1. The vessel carrying three packages of Mud Pump, Complete;12-P-160HP;COMPLETE RMBD PUMP WITH MASTER SKID
2. The cargo will be unloaded from vessel with the help of Mobile harbor crane at NSD 4 (installed at SMP)
3. The cargo will be directly given loading to the Low Bed mechanical trailers on hook Point
4. Since three Mud pumps dimension is same shape and size, Contractor need to place three low bed trailers at the same time on vessel hook point
5. All the trailers should tender at SMP at least 4 hours before the ETB of the vessel
6. Dimension of the packages is as below

#### **Dimension in Ft**

Weight (kgs)	L	W	H
41267	24	10.90	13

7. As per latest update ETB of the vessel 11.05.2021 at NSD 4 at SMP. ( we will update ETB/ETA time to time basis)
8. Final POD will be Balmer Lawrie CFS, located at P-3/1, Transport Depot Road, Kolkata 88
9. Upon arrival of the trailers at Balmer Lawrie CFS, it will be discharged and trailers will be released
10. Vehicle should be of correct carrying capacity (registered carrying capacity).
11. Rate shall be inclusive of all other Taxes, Duties & Other Charges/Penalties (if any like route survey, local charges etc.) encountered during the transportation except loading and unloading of cargos and transit insurance.
12. It may be noted that being OT consignment road transportation shall call for rail gate dismantling, overhead electrical lines dismantling and necessary civil works followed by re-fixing works which will be entirely in the scope of transporter and charges on this account shall be reimbursed on production of receipt and tax invoices as per actual.
13. Detention charges should be quoted with free time at loading and discharge point.

## **Annexure 2**

### **1. 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).

### **2. Validity of offer**

The rate Offer should be kept valid for acceptance for 10 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

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### **3. Award of Contract**

The contract will be awarded based on L1 rate for the overall job. The Officer-In Charge will give placement of vehicle instruction by phone/email as per the ship ETA)Expected time of Arrival ) at Netaji Subhas dock

### **4. Payment Terms**

Payment will be made within 30 days from the date of submission of bills provided the same are correct in all respect and certified by authorized representative of the Company. Appropriate tax [if applicable] like Income tax, Works contract tax and statutory charges, if any will be deducted from the bills as per statutory regulations.

### **5. 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.

### **6. Contract Period**

The contract would be for a period of **15 days** from the date of issuance Work Order/ LOI. It may be terminated by giving 10 days notice.

7. **Penalty:** Vendor shall be liable to pay liquidated damages/penalty for the following:

- a) Failure to deliver the work as mentioned in the scope of work will lead to a fine equivalent to the demurrage and detention charges imposed by the Netaji Subhas Dock on Balmer Lawrie & Company Limited
- 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.
- c) 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.

7.

#### **7.1 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.

#### **7.2 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.

#### **7.3 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 10 days' notice in writing to the

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**CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the BL.**

**7.4 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.**

**8. Force Majeure Conditions:**

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.

**9. 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.

**10. 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.**

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

**12.** The contractor should take necessary insurance for their vehicles but not limited to third party liability. It is further clarified that in case of any accident through their vehicle, the contractor shall be

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liable to BL or any third party for any loss/damage for cargo or person. A copy of such policy is required to be provided to BL-CFS.

In case of any shortage/damage/loss to goods for whatsoever reason while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage/shortage/loss. The fleet owner should have a Carrier's Legal Liability cover for all the vehicles that are engaged in transportation of container & cargo contained therein for Balmer Lawrie-CFS (from Port to CFS & vice-versa). The limit of indemnity in this policy should cover Rs. 1.00 lac AOA and Rs. 1.00 lacs AOY (1:1) for loss / damage to container and Rs.50.00 Lacs AOA and Rs. 50.00 Lacs AOY (1:1) for loss/damage to cargo contained in the container.

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**Annexure -3**

**PRICE BID :BOQ**

<b>SL. NO.</b>	<b>Description of job</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate [₹]</b>	<b>Amount [₹]</b>
<b>Loaded Container</b>					
<b>1</b>	<b>Transportation of mud pomp ODC cargo from NSD to BL CFS</b>	<b>3</b>	<b>Per vehicle</b>		
<b>2</b>	<b>Detention Charges</b>		<b>Per day</b>		
<b>4</b>	<b>Free time</b>		<b>No. of days</b>		

**N.B.**

- Rate above to be quoted excluding GST. GST to be paid by BL as extra