

Name of work: **Engagement of Contractor for Hiring of Container and Cargo Handling Equipments.**

**MIV LOGISTICS PVT LTD**

Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O

Ernakulam – 682 504

(Phone: 0484 – 2383 000)

No. NIQ/MIV/EKM/2023-24/46

Date: 08.11.2023

**NOTICE INVITING QUOTATION**

**Name of Work: Engagement of Contractor for Hiring of Container and Cargo Handling Equipments.**

Sealed quotations are invited by M/s. **MIV Logistics Private Limited** (The Company) having its office at Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam – 682504, so as to reach the undersigned on or before **28.11.2023** up to 2.30 pm for carrying out the above work. The quotations received will be opened at 3.00 pm on the same day. The description of works to be carried out is attached along with this document. The rates quoted shall be final and all-inclusive and no extra payment will be made on any account. The quotations shall be submitted by Post/Courier/Hand delivery. However, the Company will be not responsible for non-receipt of Bid before the last date and time of submission of Bids, due to any delays by Department of Posts/Courier agencies.

**INSTRUCTIONS TO BIDDERS**

**1.0 Eligibility Criteria**

The Bidder shall ensure compliance with the following criteria, to qualify for submission of Techno-commercial Bid:

- i) Tender Fee: The Bidder shall make payment of Tender fee of Rs. 5,000/ + GST in the form of Demand Draft drawn in favor of MIV Logistics Pvt Ltd, payable at Kochi.
- ii) Earnest Money Deposit: The Bidder shall make payment of interest free EMD of Rs 50,000/- in the form of Demand Draft drawn in favor of MIV Logistics Pvt Ltd, payable at Kochi.
- iii) Reliability: Bidder shall not have abandoned any work or terminated by any Client in a contract providing equipments for hire, during the previous three financial years, ending 31 Mar 2023. (Undertaking in this regard shall be submitted in the Company Letterhead, duly signed by the authorized signatory).
- iv) Bidder shall not be engaged in the CFS Business.

**2.0 Issue of Quotation**

The prospective Bidder, who satisfies the above Eligibility Criteria, can obtain the quotation formats from our website [www.mivcfs.com](http://www.mivcfs.com)

**3.0 Location of Site** –Container Freight Station, MIV Logistics Private Limited, Vallarpadam.

**4.0 Knowledge of Bid Conditions**

The submission of the Bid by the Bidder implies that he has read the Bid documents fully and has made himself aware of the scope and specifications and other factors contained in the Bid. Any plea of misunderstanding or ignorance or conditions put forth subsequently will not be entertained.

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## 5.0 Submission of Bids

Bids should be submitted in sealed cover super scribed “Engagement of Contractor for Hiring of Container and Cargo Handling Equipment”.

The “Schedule of Quantities” shall be filled up with Rates for single or multiple items and kept in a separate sealed envelope, inside the envelope containing the Techno-commercial Bid, super scribed “Price Bid”. The Schedule of Rates shall be complete in all respects and shall not include any other condition including conditional rebate.

Price Bids which do not meet these requirements are liable to be rejected.

Applicants may bid for single equipment or multiple equipments as detailed below.

We prefer to have a single vendor for the period of the prescribed contract. Though, multiple vendors are acceptable, for the sake of operational convenience, we prefer to have a single vendor for each type of equipment.

1. Reach stacker of number and capacity specified in the NIQ
2. Fork lift and Paper roll catcher of number and capacity specified in the NIQ
3. Tipper (Hydraulic) for Scrap Handling
4. Industrial handling (hook) for Reach stacker

## 6.0 Validity of Bids

The Bids shall be valid for 120 days from the date of opening of the Bid.

## 7.0 Documents to be submitted along with the Bid

i) Tender Fee: Tender fee of Rs 5,000/- + GST in the form of Demand Draft drawn in favor of MIV Logistics Pvt Ltd, payable at Kochi.

ii) EMD of Rs 50,000/- in the form of Demand Draft drawn in favor of MIV Logistics Pvt Ltd, payable at Kochi.

iii) Reliability: Undertaking in the Company Letterhead, duly signed by the authorized signatory to the effect that the Bidder has not abandoned any Contract and has not been terminated by Clients from any Equipment Hiring Contract, during the previous three financial years, ending 31 Mar 2023.

iv) CFS Business: Undertaking in the Company Letterhead, duly signed by the authorized signatory to the effect that Bidder is not engaged in the CFS Business.

## 8.0 Bid Opening:

Bids shall be opened at the time and date, at the offices of **M/s MIV Logistics Private Limited**, (Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam – 682504). Bidder/his authorized representative can be present at the time of opening of the Bids.

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## 10.0 Return of EMD

EMD of unsuccessful Bidders shall be returned, after finalization of the Contract and the successful Contractor (s) have executed the agreement and submitted the Bank Guarantee. EMD of successful Bidder shall be returned upon submission of Bank Guarantee.

### GENERAL TERMS AND CONDITIONS

#### 1.0 Acceptance of Bid

- i) The Company reserves the right to accept any Bid in whole or part or reject any Bid or all Bids or place order for part quantity, without assigning any reason thereof.
- ii) Bid of any Bidder may be rejected if a conflict of interest is detected between the Bidder and the Company.
- iii) The Company reserves the right to split the work order between two or more agencies if necessary; this shall not form the basis for alteration of rates.
- iv) The Company is not bound to accept the lowest rate for any Bid.
- v) Incomplete or conditional Bids, Bids received after the due date, Bids not conforming to the terms and conditions mentioned in the Bid documents, Bids not accompanied by the requisite Tender Fee/Earnest Money Deposit shall be rejected.
- vi) Bids from the Bidder who is also in the CFS business shall be rejected to avoid conflict of interest.

#### 2.0 Price

The Price quoted by the Bidder shall be firm and irrevocable and not subject to any change whatsoever for any reasons, including but not limited to increase in cost of materials, components and labour cost; during the Contract period.

#### 3.0 Evaluation of Bids

Bidder shall quote for all Items, as applicable, in the Schedule of Rates.

#### 4.0 Negotiations:

The Company reserves the right to negotiate with the Bidder on the terms, rates and fuel consumption as per the Tender documents. Bidder shall attend the concerned office of M/s **M/s MIV Logistics Private Limited**, (Block No.3, CPT Land, Opp. ICTT, Vallarpadam P O, Ernakulam – 682504) for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of the Company. In case of negotiation, the Bidder should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of the Company within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Bidder fails to comply with this requirement the Company reserves the right to ignore their revised quotation at its discretion.

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The lowest Bidder for Equipment SI No. 1 “Reach Stacker” (Page 8- Details of Requirements) shall be required to match the lowest rates of the other Equipments (SI No. 2 to 6) in case they are not the lowest bidder for the other Equipments (SI No. 2 to 6).

## **5.0 Notification of award**

The Company shall place Order or Letter of Intent for the work to the successful Bidder (s), during the validity period of the Price Bid

## **6.0 Contract Period**

The Contract shall be for a period of thirty Six (36) months from the effective date. On satisfactory performance during the initial Contract period of thirty Six (36) months, the Contract may be extended subject to mutual consent for further period of twelve (12) months, on the existing terms and conditions and mutually agreed increase in rates.

## **7.0 Commencement date**

The commencement date of the contract is the date of issue of the Letter of Intent for the work, by the Company. The Contractor shall deploy the Equipment within 30 days of the Notification of Award. The Company reserves the right to terminate the Contract if the Contractor fails to commence the works within the stipulated time and engage the L2 or other Bidders, as the Company deems fit and the EMD furnished by the Bidder along with the Bid shall be forfeited.

## **8.0 Agreement**

The successful Bidder has to sign an agreement with the Company on non-judicial stamp paper worth Rs.200/- within 7 days of receipt of the Letter of Intent.

## **9.0 Bank Guarantee - Applicable only for the successful bidder for Supply of Reach stacker**

Bank Guarantee of an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be submitted in the form of a Bank Guarantee, as per the prescribed format of the Company, to cover the “Risk and Cost” of any damages caused due to negligence / mishandling / malfunctioning or non-performance of the Contractor (s). The Bank Guarantee shall be valid for a period of 36 months from the date of commencement of the Contract or settlement of final bill of the Contractor, whichever is later. In the event of extension of the Contract for a further period of 12 months after the initial Contract period, the Bank Guarantee shall be extended for further period of 12 months or settlement of final bill of the Contractor, whichever is later.

**Applications from Joint ventures or consortium of companies will not be accepted or considered for participation.**

## **11.0 Non-performance Penalty**

In the event of the Contractor failing to honor the terms and condition of the Contract, the Company shall be at liberty to make alternative arrangements at the Bidder’s “Risk and Cost” and any additional cost incurred by the Company in this regard shall be fully recovered from the subsequent Bills of the Contractor.

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## 12.0 Co-ordination of Work

The Contractor must co-ordinate with other Contractors involved in other related works within the site to minimize the disruption of continuous works.

## 13.0 Statutory Payments

Taxes / statutory levies applicable to this Contract will be deducted from each successive running bills and the final bill submitted by the Contractor, as per the provisions in the relevant act(s).

## 14.0 Water and Electricity

The Contractor shall make his own arrangement for water and electricity required for the work. The Company shall not take any responsibility for the supply of either electricity or water.

## 15.0 Employment Card

The Contractor shall issue an employment card to each worker on the day of work or his entry into employment. If a worker has already any such card with him issued by the previous Employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of Employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

## 16.0 Register of Workmen

A register of workmen shall be maintained in the form appended to the applicable regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of commencement of his employment under this Contract.

## 17.0 ESI / EPF Documents

Along with each running bill, the Contractor shall also submit:

- i) Copy of ECR Challan
- ii) Copy of muster roll certified by the authorized manager of the Company

## 18.0 Payment terms

- i. No advance payment shall be made.
- ii. Contractor shall submit monthly bills, for the work done within 10 days from the closure of a month.
- iii. The Bills shall be subject to deductions of any applicable dues, taxes, cess etc.
- iv. The Bills shall be accompanied by all supporting documents.
- v. Payment shall be made within 30 days from the date of submission of bills duly certified by Company officials

## 19.0 Sub-letting of works

No part of the Contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm, or corporation without the written consent from the Company.

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**20.0 Indemnity**

The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the Company on account of the faults of the Contractor/his workmen/due to malfunctioning of the Equipment deployed by the Contractor. The Company shall forward any such claim/demand or complaint made by any person against the Company to the Contractor. In such event, the Contractor shall be solely liable for the disposal of the said complaint.

The Contractor shall indemnify and absolve the Company of all the responsibilities related to the employment condition of their Employees and shall adequately safeguard the Company against any possible Industrial Relations issues of their employees. The Company shall not have any liability towards employment, remuneration or compensation whatsoever manner made by the Contractor to their Employees. Such demand shall be settled by the Contractor directly.

**21.0 Liability**

Any damage to life and/or property while performing services for the Company due to negligence/mishandling by the Staff/drivers and/or malfunctioning of the Equipment would be to the account of the Contractor. It is mandatory that the necessary Third Party Insurance is taken and kept valid by the Contractor for all the Equipment operating for the Company.

**22.0 Termination**

The Contract can be terminated by either Party by serving One month's notice in writing. However, the Company reserves the right to terminate the Contract without notice, in the event of serious breach of Contract by the Contractor.

**23.0 Force Majeure condition**

Delivery schedule is subject to force majeure conditions, as under:

If at any time during the tenancy of this Contract, the performance in whole or in part of any obligation of the Contractor under this Contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "Events") provided notice of the happening of such events is given by either Party to the other Party within 21 (twenty one) days from the date of occurrence thereof, neither Party shall by reasons of such event, be entitled to terminate this Contract nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance. Performance under the Contract shall be resumed as soon as practicable, once the "Event" comes to an end.

**24.0 Law Governing the Contract**

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law and the jurisdiction shall be the Court of Law at Ernakulam

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## 25. Settlement of disputes

Arbitration shall not be a means of settlement of any dispute or claim out of this contract. All disputes and differences arising out of the contract may be resolved through discussions between the Employer and the Contractor within the purview of the contract agreement. If such discussions are not fruitful, the disputes shall be settled only by the Civil Court in whose jurisdiction the work covered by the contract is situated, or in whose jurisdiction the contract was entered into in case the work extended to the jurisdiction of more than one court.



Authorized Signatory  
MIV Logistics Private Limited  
Ernakulam – 682504

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## DETAILS OF REQUIREMENTS

### 1.0 Equipment

The following are the requirement for Equipment for Container and Cargo Handling at the CFS of MIV Logistics Private Limited:

SI No.	Equipment Description	Capacity/ Model	No's
1	Reach Stacker (The Contractor should have the capacity to deploy a second Reach Stacker subject to the discretion of MIV, on the same rates, terms and conditions)	45 MT	3
2	Fork Lift	3 MT	3
3	Fork Lift (short mast for container operations)	5 MT	1
4	Paper Roll Lifter/Catcher	3 MT	1
5	Tipper (Hydraulic) for Scrap Handling	28 MT	1
6	Industrial handling (hook) for Reach stacker	60 MT	1

### 2.0 Condition of Equipments

The offered equipment's "preferable to have been manufactured on or after 2019 or with machines with a valid fitness certificate". The equipments will be inspected and trial test runs will be carried out at the CFS.

### 3.0 Operation

Operators for all the equipment shall be provided by the Contractor.

### 4.0 Fuel Costs

Fuel Costs shall be borne by MIV at actuals and shall be restricted to indicative fuel consumption per day during the normal operating hours. The contractor shall indicate the fuel needed for equipment per day and per hour in the schedule of rates. The Company reserves the right to fix the fuel quantity specified by the contractor after mutual negotiations.

### 5.0 Normal Operating Hours

The normal working hours is from 0900 hrs to 1800 hrs every day. In case of additional requirements, the same would be intimated in advance and the Contractor should be ready to operate the Equipment for the additional time specified by MIV. There will be no over time for equipments. However, the overtime of each equipment operators will be payable @ Rs 100/- per hours by MIV Logistics Pvt. Ltd.



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## 6.0 Maintenance

All maintenance expenses of the Equipment shall be borne by the Contractor. In case of breakdown beyond 45 hour in a month, average per hour rate of equipment rentals will be deducted on each hour (above 45 hours) from the invoice pertaining to that month. If any instance nonperformance beyond the 14 days the contractor shall arrange the alternate arrangements have to be made by the Contractor, at his own cost and risk. In the event, the contractor is not able to provide alternative Equipment, the company would arrange for the same and the necessary hiring charges would be recovered from the contractor's account.

The contractor shall keep the Equipment under an Annual Maintenance Contract (AMC) during the tenure of the contract and shall renew the same as and when needed.

## 7.0 Deployment of Equipment

The Equipment shall be deployed at the CFS of MIV Logistics Private Limited at Vallarpadam. The Equipment shall be under the control of MIV during the contract period.

## 8.0 Operational Requirements

The contractor must be capable of deploying adequate manpower and allied handling materials/spares for carrying out proper and smooth operation of the Equipment in the CFS as per requirement of MIV.

## 9.0 Certification

The fitness of the Equipment should be certified by a competent authority clearly specifying the residual life of the Equipment for safe and secure operation.

### SCOPE OF WORK

#### 1.0 Broad responsibilities of the Contractor, inter alia, are listed below

- i) Loading/Off-loading/Shifting of Laded/Empty 20'ft/40'ft/45'ft containers of all types as per the instruction of MIV.
- ii) Provide necessary arrangements like slings, manpower, etc for loading/off-loading of Over Dimension cargo (ODC) containers.
- iii) Handling and loading of general cargo/machinery/Over Dimensional Cargo/ Heavy equipments etc as per the instructions of MIV.
- iv) Handling and loading of scrap as per the instructions of MIV.
- v) Ensure that all containers are handled carefully and no damage is caused to the containers as well as to the material/property of the Company and its customers.
- vi) To deal effectively with all local issues / unions.
- vii) Adhere to all safety norms in the CFS and IGTPL/ICTT.

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The above list is illustrative and not exhaustive and the Contractor shall arrange for necessary Equipment activities, as and when required and as instructed by the MIV officials.

## **2.0 Deployment of Equipment**

- i. The Contractor shall deploy the Equipment within 30 days, upon award of Contract.
- ii. The Equipment as preferred to have been manufactured on or after 2019 or with machines with a valid fitness certificate.
- iii. The Contractor shall maintain the Equipment in good condition through proper maintenance. All expenses on this account shall be borne by the Contractor.
- iv. Cost of Statutory charges including RTO license, Insurance charges and related running costs including but not limited to drivers' wages, lubricants, maintenance etc shall be borne by the Contractor.

## **3.0 Deployment of Manpower**

- i. The Contractor shall ensure that adequate number of efficient and effective supervisors and workmen are engaged, for carrying out the operations without interruption.
- ii. The Contractor shall provide all safety equipment (including reflective jackets, safety shoes etc) required for all their workmen (drivers/helpers/maintenance staff) for discharging their work. The Company will not be responsible for non adherence of Safety norms by the Contractor/his workmen.
- iii. The Contractor shall obtain Insurance cover of all his employees under Workmen Compensation Policy.
- iv. The Contractor shall ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS.
- v. The Contractor shall ensure that the labour engaged by him do not demand any gratification from the CFS customers. If it comes to Company's notice, the same will be taken up seriously and may lead to cancellation of order.
- vi. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.

## **4.0 Labor Laws**

The Contractor shall adhere to all Rules and Regulations of related to Labor, including but not limited to various State and Central Enactments, including their latest amendments, related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity act, Bonus act, Contract Labour (Regulations and Abolition) Act etc.

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**5.0 Workshop**

On request from the Contractor, MIV shall provide space for the Contractor to establish a workshop at his own cost, subject to the Contractor agreeing to the rent fixed for the space by MIV.

**6.0 Entry Pass**

The Contractor shall provide a list of the Equipment and staff deployed by him for the work, for arranging entry pass to the CFS and empty yards.

**7.0 Adoption of New Technology etc**

The Contractor shall co-operate with the Company in all matters related to the introduction/adoption of new equipment technology, machinery and compliance with all relevant laws, rules or regulations, relating to CFS operations and implementation of any Scheme/Policy/guideline recommended by the Company aimed at swift and better customer service.

**8.0 Insurance**

- i. The Contractor shall obtain adequate thirty party insurance cover for all the Equipment to adequately cover the damage, loss or injury to any person/material during the execution of the services covered under this Contract.
- ii. The Contractor shall obtain insurance cover for all his employees under the Workmen Compensation Policy and all other insurances, as required under any statute.
- iii. Both the Third Party insurance for the Equipment and workmen compensation insurance for the workers shall be kept valid during the tenure of the Contract.

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Item No	Description	Rate (Rs) (in figures)	Rate (Rs) (in words)	Indicative Fuel Consumption (Ltrs/Hr)
1	Operation of single 45 MT Reach Stacker per month.			
2	Operation of single 3 MT Fork Lift per month			
3	Operation of single 5 MT Fork Lift per month			
4	Operation of single Paper Roll Lifter/Catcher per month			
5	Tipper (Hydraulic) for Scrap Handling	28 MT		
6	Industrial handling (hook) for Reach stacker	60 MT		

Place:

Date:

Signature of the Bidder:

Name &amp; Address with Seal:

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