



**PublicTender for Appointment of Transporters for Providing Transportation Services  
at Various Destinations**

**Conducted at Balmer Lawrie e-Procurement Portal:  
<https://balmerlawrie.eproc.in>**

**Tender No. BL/LS/DEL/02/Jul17 dt.05.07.2017**

**Due on 26.07.2017 at 1400 hours**

Balmer Lawrie & Co. Ltd., Logistics Services Division invites Online bids are invited from experienced vendors who fulfill the eligibility criteria mentioned elsewhere in the tender document under the heading "General Terms and Conditions" and special terms and conditions, for undertaking the subject contract for Appointment of Transporters for providing Transportation Services at various destinations as mentioned in Annexure A for the period **from August, 2017 to July, 2018 (One Year) and further extendable for another 12 months with mutual agreement.**

**1. SALIENT FEATURES OF THE TENDER:**

- I. **Pre- Qualification Criteria for bidders**
- II. Tender Category – Two Bid Tender [ **Un priced Bid & Price Bid** ]
- III. Tender Type – National Competitive Bidding
- IV. Evaluation Type - **Item-wise: Prices are compared at individual item level.**
- V. **Payment of Earnest Money Deposit / Security Deposit**
- VI. **Price Escalation / De-Escalation on increase/decrease of HSD price.**

**2. TENDER DETAILS**

- Tender Documents comprises two parts viz. **Part-I (Un-priced)** and **Part-II (priced)**.
- The **Un-priced Part** consists of Pre-qualification Criteria, Details of Bidder, Notice Inviting Tender, EMD/ SD Payments Conditions of Contract & the Priced Part consists of details of Destination and Estimated Requirement.
- The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the Tender Inviting Authority.
- Further, **only the Price-Bid of technically qualified transporters who meet the pre-qualification criteria as mentioned in the tender will be opened.**
- The transporters have to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participating in the tender as per guidelines provided under **"Conditions for Online Bid Submission"** in the last page.
- Any clause defining offline bid submission in the tender document shall not be considered. For any clarifications please contact **Mr. Satish Vashisth (Sr Branch Manager) Ph. No. 011-26485556, +91 9818648548.**
- The bidder has to keep track of any changes by viewing 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.

**A. TENDERSUBMISSION**

After submission of bid online, the bidders are requested to submit the originals of Demand Draft (DD) towards EMD to the tender inviting authority before opening of un-priced bid and other uploaded documents.

The bidder shall invariably furnish the original DD to the tender inviting authority before opening of un-priced bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The Company shall not take any responsibility for any delay or non-receipt.



## Balmer Lawrie & Co. Ltd.

### SBU – Logistics Services

32-33, Kushal Bazar, Ground Floor, Nehru Place, New Delhi 110019.

Phone: 011 26485556, 26467565.

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The bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. M/s. Balmer Lawrie & Co Ltd & M/s. C1 India Pvt. Ltd., are not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the tender inviting authority for processing.

**All correspondence shall be addressed to the office of Sr Branch Manager, M/s. Balmer Lawrie & Co. Ltd., 32-33, Kushal Bazar, Ground Floor, Nehru Place, New Delhi 110019.**

3. TENDER BASE INFORMATION			
a.	Tender No.	:	<b><u>BL/LS/DEL/02/JUL17 dt- 05.07.2017</u></b>
b.	Tender Title	:	Appointment of transporters for providing Transportation Services at various destinations
c.	Tender Description	:	Transportation of consignments to our various <b>customers at destinations as per Annexure A for the period from August, 2017 to July, 2018</b> (extendable for <u>further one year with mutual agreement.</u> )
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, Inter-national Competitive Bidding–ICB)	:	<b>N C B</b>
e.	Factory / Division	:	<b>Logistics Services, New Delhi</b>
f.	Currency (India Rupees / U S Dollars )	:	<b>INDIAN RUPEES</b>
g.	Section / Sub-division	:	-
h.	Tender Category ( Single Bid / Two Bid / EOI )	:	<b>TWO BID TENDER</b>
i.	Evaluation Type	:	<b>ITEM-WISE</b>
j.	Estimated Value ( min)	:	<b>N.A.</b>
k.	Estimated Value (max)	:	<b>N.A.</b>



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#### 4. DETAILS OF EARNEST MONEY DEPOSIT [EMD]

a.	Payment Level (Tender Level / Item Level)	:	<b>TENDER LEVEL</b>
b.	Currency of payment	:	Indian Rupees
c.	EMD Amount	:	<b>Rs.38,000/-</b> ( Rupees Thirty Eight Thousand only)
d.	Payment Mode	:	<b>Demand Draft / RTGS only</b> Cheque / Cash or any other forms of payment are not acceptable
e.	Payable at	:	<b>New Delhi</b> , in favor of M/s. <b>Balmer Lawrie &amp; Co. Ltd.</b>



## **5. PRE- QUALIFICATION CRITERIA**

1. The bidder shall have minimum of **Two years' experience** in transportation of goods with reputed companies [copy of customers certificate in support of experience to be submitted].
2. The bidder should have a **minimum average annual turnover of Rs.22.00 lacs in the last three financial years [i.e.16-17, 15-16 & 14-15] and the bidder has to submit copies of their company's Balance Sheet / Profit & Loss a/c [or] Business Turnover Statement duly certified by a Chartered Accountant** as documentary proof in support of their business turnover.
  - a. **Minimum average annual turnover criteria is relaxed to the extent of Rs. 11.00 Lakhs for bidders conforming to "stratup Inda Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)**
3. The bidder should own / have attached **A) minimum of 4 Trucks** for transportation work, The bidder has to provide the details such as copies of **RC Book, Insurance, Permit, Size / Dimension** etc. for the above trucks.
4. The bidder shall have executed at least one similar order value of **minimum 60.00 lacs or two similar order value of Rs 38.00 lacs or three similar order of Rs 30 lacs** in any one year of the last three financial years [PO copies to be furnished]
5. **Age of the vehicle should not be more than 8 years as on 01.07.2017.**
6. Copy of PAN number to be enclosed.
7. Service Tax Registration must be enclosed.
  - Bids received without any of the above will be rejected. If the bidder is in the process of obtaining the above registration, they will have to mention accordingly with supporting documents.
  - Relaxation in the criteria on Minimum Carrying Capacity, Experience, Turnover and value of Single Order Executed will be considered for Trial Order at the discretion of the company subject to the bidder owning minimum of 2 Trucks.
  - Please note, only those bidders who meet the above Pre-qualification criteria will be qualified for opening of their Price Bid subsequently.

### **Please read definition of Owned and attached truck as below:**

#### **A. OWNED TRUCKS:**

For trucks offered in response to this tender, to be considered as owned, trucks should be registered, in the case of:

- (a) Proprietorship firms / individuals - in the name of the bidder and/or in the name of proprietorship firm.
- (b) Partnership / MSE registered firms, in the name of the firm or in the name of any of the partners / Directors. In the event the truck is registered in the name of partner / Director, the concerned partner / Director should give an affidavit for the use of the truck by the firm.
- (c) Company, in the name of the Company.
- (d) Co-operative society, in the name of the co-operative society or in the name of any of the members of the Society. In the event the truck is registered in the name of member of the society, the concerned member should give an affidavit as per format for the use of the truck by the Co-operative Society supported by certificate of membership of the society.

#### **B. ATTACHED TRUCKS:**

Trucks that are not in the name of bidder. However Bidders to upload Affidavit (as per Annexure –D) on a Non Judicial Stamp paper duly Notarized as defined in the tender document. Attached Trucks not having the above Affidavit will not qualify in the tender.



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#### 6. UNDERTAKING FROM VENDOR

a.	We have quoted our rate after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.
b.	We are aware of Price Escalation / De-Escalation clause of this tender with respect to increase / decrease in price of High Speed Diesel.
c.	We are aware that the rate quoted by us on “ <b>per trip Basis</b> ” (one way) only and the <b>Rate quoted would be inclusive of loading &amp; unloading charge of goods and also inclusive of Toll charges.</b> <b><u>Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.</u></b> Also we are aware that the loading and unloading of goods wherever required has to be done by us and we shall cover the loading/unloading crew with all the necessary statutory coverage such as ESI, PF, Workmen compensation etc. as required.
d.	We would provide suitable <b><u>Dedicated trucks</u></b> for transporting goods on trip basis.
e.	We are aware that the contract shall be extended for a further period of <b>ONE YEAR prior to expiry of the contract at the same terms and conditions on mutual agreement.</b>
f.	We are aware that <b>the estimated tender quantity shall be increased by another 20% on mutual agreement.</b>
g.	We are aware that in the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall inter change/ transfer of ordered quantities to the other successful bidder[s] on mutual agreement.
h.	We are aware of the <b>Penalty &amp; Risk Purchase Clause</b> of this tender, in case of non-performance and failure to place <b>trucks</b> against company's call ups.
i.	The offer submitted by bidder should be <b>valid for the company's acceptance for a period of 120 days from the due date of opening of price bid.</b>
j.	In case of any unforeseen situation, Company reserved the right to terminate the contract or exit from the contract in any point of time during the period with a minimum notice of 2 months.



## 8. AWARD OF CONTRACT

For each of the destination of this tender, the company desires to retain multiple transporters for operational reasons. The company shall distribute the order in two lots **Lot – A** , **Lot – B** as detailed below :-

70 : 30 ratio	Order will be awarded to L1 & L2 bidder wherein L2 bidder matches L1 rate.
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- a. **The destination wise Lowest quoted rates would be considered for arriving at the L1 [Lowest quoted bidder] status**
- Order distribution will be done as per the above table.
  - In the event of, L2 bidder not agreeable to match L1 rate, then L3, L4....etc. in that order shall be given the opportunity to match L1 rate for awarding the Lot-B quantity.
  - In the event of L2, L3, L4.... not agreeing to match L1 rate, then the Lot B shall also be placed (100%) on the L1 bidder.
  - In the event of more than one L1 bidder for any destination, then the entire quantity for the particular destination would be equally distributed among the L1 bidders.
  - The quantity mentioned is merely indicative** and the company cannot give any commitment.
  - The decision of the company is final in retaining more than one transporter.
- b. The company with mutual agreement with the successful bidder
- Shall enhance the ordered quantity by **20%**
  - Shall extend the contract for further period of **ONE YEAR** at the same terms and conditions prior to expiry of the contract.
  - In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall **inter change / transfer of ordered quantities** to the other successful bidder[s] on **mutual agreement**.

## 8 PRICE ESCALATION / DE-ESCALATION:

- The rate quoted by the bidder will be firm throughout the contract period except for escalation / de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- Escalation / De-escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase/ decrease of **Rs.2.00/-per Litre(Rs.Twoonly)**.
- Such increase / decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches Rs. 2.00 and above.
- The formula for escalation / de-escalation of transport charges is as follows:  
$$0.40 \times \frac{A \times (C - B)}{B}$$

A = Base Rate for transportation as per contract and then ref rate prior to change due to fuel escalation/de-escalation.  
B = Ruling price of HSD applicable at New Delhi as on date of tender and then ref rate after incre/decr of more than Rs.2.00/-  
C = Revised price of HSD at New Delhi.
- A Common\*Fuel Factor of 0.40** will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
- \*\* Prevailing lowest diesel price among the oil companies shall be taken as basis for arriving at the price escalation / De-escalation as on the date of opening of the tender.**
- During the contract period no other price escalation on any account will be entertained.
- For CNG truck, escalation/de-escalation will be applicable as per formula given for HSD vehicles.



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#### DETAILS OF BIDDER

S No.	Details of the Bidder		
1.	Name of the Transporting Company	:	
2.	Address, Telephone, Fax number & email ID of the persons to be contacted Company	:	
3.	Registered / Head Office of the Company	:	
4.	Status of the Bidder [Individual / HUF/ Firm / Limited Company] Others –Please specify.	:	
5.	Date of Incorporation	:	
6.	Turnover of the company for the last Three years (2016-17, 2015-16 & 2014-15)	:	
7.	No. of trucks attached/ owned by the Company with model & Capacity (Attach copy of registration in case of self/ affidavit as per pro-forma is mandatory in case of attached)	:	
8.	Type of truck (Annexure A)	:	
9.	No. of trucks that can be leased / hired per day.	:	
10.	Address of the Local Branch Office with telephone no. and Name of the contact person / Branch Manager.	:	
11.	List of Parties with whom you have done Transportation contract work during the last 3 years - Attach Xerox copies	:	
12.	No of trucks having State Permit ( mention clearly the States)	:	
13.	Provide Name, address & telephone no etc of your Bankers. (Solvency Certificate from your Bankers should be enclosed with the tender.	:	
14.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
15.	Do you have any legal cases pending with the Court. If so, please provide details.	:	
16.	PAN NO.	:	
17.	SERVICE TAX REGN. NO.	:	
18.	GOODS & SERVICE TAX REGN. NO	:	
19.	CONTACT PERSON & PHONE NO.	:	
20.	Certificate of Common Carrier Registration issued by Ministry of Road Transport & Highways (Central Government) [if any]	:	



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**Note: The bidder is requested to enclose the documented evidences in proof of above against each clause. Evaluation of Un-Priced Bid shall be made based on the details provided in this Annexure.**

#### A. SPECIALTERMS&CONDITIONS:-

1. **Nature of Work** : The incumbent will be required to provide transportation services to various customers on day to day requirement basis, on behalf of Logistic Services (LS) of BL at various destinations.
2. **Period of Contract: From August, 2017 to July, 2018 (extendable for another 1 year).**  
The contract if any awarded against this Tender will be valid for a period of **ONE YEAR**. The company shall extend the contract for a further period of **ONE YEAR** prior to expiry of contract on mutual agreement at the same terms and conditions.
3. **Inter change/transfer of ordered quantity among destinations** within the awarded estimated order value of the contract shall be made by the company.
4. In the event of failure of any one of the successful bidder to provide the required number of trucks as per company's requirement, the company shall **interchange/transfer of ordered quantities** to the other successful bidder[s] on mutual agreement.
5. The offer submitted by bidder should be **valid for the company's acceptance for a period of 120 days from the due date of opening of price bid.**
6. **The quantity mentioned under schedule of requirement is merely indicative** and the company cannot give any commitment. The company on mutual agreement with the successful bidder shall enhance the **ordered quantity by 20%.**
7. The rate quoted shall be on **"per trip Basis"** (one way) only and the **Rate quoted would inclusive of loading & unloading charges, Toll Charges but exclusive of transit insurance. Rate quoted by truck basis [or] any other basis is not acceptable and will be rejected.**
8. Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.
9. **Earnest Money Deposit [EMD]:** The bidder has to deposit EMD of Rs.38000/- (Rs. Thirty Eight Thousand Only.) along with the Pre-qualification bid, by Demand Draft payable from a nationalized / scheduled bank in favor of Balmer Lawrie & Co. Ltd payable at New Delhi. Cheque / Cash or any other forms of payment are not acceptable towards EMD. **"OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED"**
  - a. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
  - b. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.**EMD is liable to forfeiture in the event of**
  - i. Withdrawal of offers during validity-120 days period of the order.
  - ii. Non acceptance of orders.
  - iii. Non Confirmation of acceptance of orders within the stipulated time after placement.
  - iv. Any unilateral revision made by the bidder during the validity period of the offer.
  - v. Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
  - vi. Non submission of Security Deposit within the stipulated time.
  - vii. For successful bidder, the EMD will be adjusted towards Security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required Security Deposit amount.
  - viii. EMD is exempted for those vendors registered under **NSIC** (National Small Industries Corporation) (or) coming under the definition of **Micro and Small Industries** and holding valid registration certificates covering the tendered items / services. However, **attested / notarized copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.**
  - ix. Disqualified transporters EMD will be refunded immediately on approval of the Pre-Qualification recommendation.
13. **Security Deposit [SD]:** The SD amount payable by the successful bidder would be **5%** of the contract value (value to be mentioned at the time of contract finalization) by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at New Delhi





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- i. The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **30Months** for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days from the date of receipt of intimation from the company. In this regard the format given by company at the end of the tender document will only be used for submitting the BG.
- ii. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
- iv. All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.

#### **SD is liable to forfeiture in the event of –**

- i. Withdrawal of order during validity period of the contract.
- ii. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
- iii. Any unilateral revision made by the successful bidder during the validity period of the contract.

#### **14. Payment:**

- i. The successful bidder shall submit the bills on **FORTNIGHTBasis** only, i.e. the first bill for the period 1<sup>st</sup> to 15<sup>th</sup> and the second bill for the period 16<sup>th</sup> to last working day of the month.
- ii. Payment will be released after **15days** from the date of submission of bill as recorded by our Operation dept.
- iii. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of goods by the consignees / customers in good condition, and without any loss / physical damage to the goods. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery Challan.
- iv. During the contract period, transportations for any new destinations apart from the contract, equivalent distance rate will be applicable.

#### **15. DetentionCharges :**

The company will pay detention charges as per quoted charge per truck per day beyond 24 hours from the time /date of reporting at the point of delivery on case to case basis. However such detention will be authorized / certified by Operation Dept.

It is the responsibility of the transporter to communicate by mail to Operation dept of New Delhi if truck detained beyond 24 hours with details in next day and also to obtain acknowledgement of date & time of reporting at customer's premises & also the date & time of leaving the customer's premises failing which no detention charges will be paid by Balmer Lawrie.

16. **Octroi:** If any will be reimbursed by the company at actual on the date of delivery against production of proof of payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.

17. **Toll Tax:** The rates shall be inclusive of toll charges. However, the tenderer should declare the toll charges currently applicable for each destinations. In the event of any increase / decrease in the toll charges or any fresh toll charges in future, the transporters rate shall accordingly be increased / decreased. Transporter has to give documentary proof for such revision.

18. **Transit Insurance:** Balmer Lawrie shall take transit insurance for the goods taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated immediately to Balmer Lawrie- New Delhi. It will be responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.

#### **19. Penalty & Risk Purchase Clause:-**

**NON-PLACEMENT OF TRUCKS & DELIVERY:** - The successful bidder shall place the trucks as per our **requirement / daily call-ups** and lift the goods **within 24 hours of telephonic/e-mail intimation to them**. In the event of their failure to do so, the company shall be free to



engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the successful bidder from their Security Deposit / Running Bills.

20. **Sub-Letting:** The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
21. **The Company reserves the right at any time to appoint parallel transporters / contractors for the destinations tendered without giving any notice whatsoever to the existing contract.**
23. It will be the responsibility of the successful bidder to ensure that the documents like Invoice, Excise Duty Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Successful bidder shall take the responsibility and any financial losses involved in it would be to the successful bidder's account.
24. **Secrecy of documents:** The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
27. **Protection of Goods:** The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one.
28. **Health, Safety & Environment Standard :** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our customers**. The list of the HSE qualification norms are listed below:
- Drivers should possess a valid driving license.
  - Each truck should have a cleaner.
  - Driver and cleaner should wear Shirt and Pant only.
  - Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
  - Truck platform to be free from rust, dents sharp areas and uneven surfaces.
  - All the tyres should have proper treads.
  - Head lights, indicators and reverse horn to be in working condition.
  - All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
  - Any person accompanying the truck should not be drunken and if found the truck will be blacklisted.
  - The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
  - Over all trucks should be in a well maintained condition.
- Copy of the HSHE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises namely M/s. Castrol, M/s.BASF, M/s.BAYER, M/s.FIRMENICH, & Other Multinational Co's.
29. The Successful bidder shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition.



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The cost of damages if any will be recovered from the successful bidder. In case of accident to third parties while handling the goods (i.e. loading at our Works, in transit, unloading at our customer premises), it shall be the successful bidder's responsibility to initiate or defend legal actions arising out of the use of their trucks and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.

Place:

Date:

(Signature of the tenderer with seal)



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#### B. GENERAL TERMS & CONDITIONS

1. **Purpose of the contract:** This contract is for placement of trucks for transportation of goods as set forth in the work order and as per the schedule to the work order.
2. The term **“Company (or) BLCL”** wherever mentioned in the tender document refers to **“BALMER LAWRIE & CO. LTD.”**
3. The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
4. The quantity indicated is only an estimate, based on the present level of operations in our Plant and is subject to variation depending upon the actual needs of the Plant from time to time.
5. **The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.**
6. **Octroi:** If any will be reimbursed by the company at actual on the date of delivery against production of proof of payments. Reimbursement will be limited to the actual octroi charges and shall not include incidental expenses / charges incurred if any.
7. **Transit Insurance:** Balmer Lawrie shall take transit insurance for the goods taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated immediately to Balmer Lawrie & Co. Ltd - Logistics dept located at 32-33, Kushal Bazar, Nehru Place, New Delhi 110019. It will be responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
8. **RISK PURCHASE CLAUSE.**  
**If the transport contractor unable to provide the trucks to carry goods every day as per agreement, the company shall be free to engage any other transport contractor for this purpose at the market rates and would recover the extra charges if any, from the defaulting transport contractor's bills / security deposits without any further notice. The Company's decision on the contractor's inability to provide trucks would be final.**
9. **Secrecy of Documents :** The contractor has to strictly maintain secrecy of all our documents carried by them, failure found, if any at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
10. The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the **Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws.** In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to **pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965**, and submit proof towards effecting payment of Bonus.
11. The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the **Workmen's Compensation Act 1923**. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder.
12. The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under **Employers Liability Act 1938 and amendments 1970** thereof, the expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter.
13. Once the goods are loaded on the successful bidder's truck, the successful bidder is responsible for their safe keeping and delivery to the destination until our receiving a signed challan signifying acceptance of the consignment by our customer. In the event of damage or loss of goods whilst in the custody of the successful bidder, the successful bidder will be required to reimburse 'full value' of the goods damaged or lost. 'Full Value' will be equivalent to the Invoice Value inclusive of taxes, duties etc and loss of goodwill if any.
14. All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within



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New Delhi jurisdiction.

15. The successful bidder will have to provide agreed number of sturdy trucks in good working condition every morning to clear the entire quantity of goods scheduled for dispatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.
16. The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval.
17. The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.
18. **PRESERVATION:** Fully covered / covered with tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the goods during transit
19. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
20. In case of unsatisfactory performance of the transporter company reserve its right to cancel part or whole of the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
21. In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful contractor at any stage of operation of the contract, company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be assign any reason for its action. Such cancellation will be without prejudice and entirely at company's discretion.
22. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.
23. The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the break lights should be in working condition..
24. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
25. It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
26. The Company reserves the right to cancel the tender without assigning any reasons.

#### 27. **ARBITRATION:**

All questions, disputes and differences arising under or in relation to this Enquiry / Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company). If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such C&MD in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the Company and may be Shareholder of the Company. The arbitrator to whom the matter is originally referred, whether the C&MD or Officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the C&MD, shall designate any other person to act as arbitrator in accordance with the terms of the Enquiry/Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also the term of this Enquiry/Agreement that no person other than the C&MD or the person designated by the C&MD as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.



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## 28. FORCE MAJEURE CLAUSE

Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- |   |                               |
|---|-------------------------------|
| -Declared Strike / Bandhs   | -Revolution                   |
| -Lockout  | -Wars                         |
| -Natural Calamities   | -Acts of enemies of the state |
| -Decrees of any Government or -Governmental Authority                               | -Riots                        |
| -Any reason other than the above will not be considered as force majeure condition. |                               |

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

Place:

Date:

(Signature of the tenderer with seal)



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### Annexure A

### PRICE BID

The prospective bidders are advised to quote lump-sum  
The break-up of the quote is required to be given as per the following:-

From IGI Airport New Delhi (Cost calculation)						
Vehicle Name		Tata 407/ Equivalent	DCM Canter/ Equivalent	LP Truck/ Equivalent	20' flat trailer/ Equivalent	
S No	Name of the station	Cost per vehicle	Cost per vehicle	Cost per vehicle	Cost per vehicle	Detention per day
1	Kanpur					
2	Lucknow					
3	Korwa					
4	Gwalior					
5	Bhopal					
6	Ghazipur					
7	Neemuch					
8	Chandigarh					
9	Dehradun					
10	Agra					
11	Ambala					
12	Bikaner					
13	Jaisalmer					
14	Bhatinda					
15	Bareilly					
16	Jammu					
17	Varanasi					
18	Jharhar					
19	Hisar					
20	Jodhpur					
21	Panipat					

The prospective bidders are advised to quote exclusive of Tax applicable as per Government Tariff

DATE:

Seal

PLACE:

And Signatures of the Bidder



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### ***Annexure B***

I / We have studied the Tender Document carefully and have quoted our lowest rate in accordance with the Terms and Conditions & Special Terms & Conditions / General Terms & Conditions as laid down in the Tender Document.

We also confirm to have accepted all Terms & Conditions, Special Terms & Conditions and General Terms & Conditions.

Place:

Date:

(Signature of the Tenderer with seal)





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### C. CONDITIONS FOR ONLINE e-BID SUBMISSION

1. **Registration with e.Procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

1. Mr. Tirtha Das	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
2. Mr. Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
3. Mr. Siva Kumar (Chennai)	<a href="mailto:siva.kumar@c1india.com">siva.kumar@c1india.com</a>	+91-9042773377
4. Mr. Ravi Gaiwal (Mumbai)	<a href="mailto:ravi.gaiwal@c1india.com">ravi.gaiwal@c1india.com</a>	+91-022-66865633

Or

Balmer Lawrie's officials Contact nos. and e.mail ID's

Ms Priti Lata, Mob. 7042623639, Land Line No.011 26441390, e.mail: lata.p@balmerlawrie.com

2. **Pre-Requisites before Login to System (Software requirements.)**

#### Minimum System Requirements:

- P 4 or Later Processor
- Minimum of 1 GB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

#### Operating System:

- Windows 7,8,10

#### Browser Version:

- Internet Explorer Versions 11

#### Java Component:

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment (Latest 32 bit) is installed on your machine or not.

3. **Procedure for Bid Submission:** The bidder shall submit his response through bid submission to the tender on e.Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.
4. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.
5. **Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will



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not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

6. **Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate Office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.
7. **Disclaimer Clause:** The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.



## Code of Conduct for Balmer Lawrie & Co. Suppliers

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

### The supplier declares herewith:

#### **Legal compliance**

- o to comply with the laws of the applicable legal system(s).

#### **Prohibition of corruption and bribery**

- o to tolerate no form of and not to engage in any form of corruption or bribery, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law.

#### **Respect for the basic human rights of employees**

- o to promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age;
- o to respect the personal dignity, privacy and rights of each individual;
- o to refuse to employ or make anyone work against his will;
- o to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- o to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- o to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- o to comply with the maximum number of working hours laid down in the applicable laws;
- o to recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

#### **Prohibition of child labor**

- o to employ no workers under the age of 18;

#### **Health and safety of employees**

- o to take responsibility for the health and safety of its employees;
- o to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases;
- o to provide training and ensure that employees are educated in health and safety issues;
- o to set up or use a reasonable occupational health & safety management system;

#### **Environmental protection**

- o to act in accordance with the applicable statutory and international standards regarding environmental protection;
- o to minimize environmental pollution and make continuous improvements in environmental protection;
- o to set up or use a reasonable environmental management system;

#### **Supply chain**

- o to use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- o to comply with the principles of non-discrimination with regard to supplier selection and treatment.



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### Annexure C

#### (To be provided by successful bidder only) Proforma of the Bank Guarantee (Security Deposit)

**Balmer Lawrie & Co. Ltd.**  
**32-33, Kushal Bazar**  
**Ground Floor,**  
**Nehru Place**  
**New Delhi – 110019.**

Dear Sir,

That Messrs. /Mr. \_\_\_\_\_ (set out full name and a Bidder and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their / his / its quotation against your Tender being Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as "the said Tender") for "Transportation of goods" and in pursuance thereto an Order being No. \_\_\_\_\_ dated (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, require that the Contractor shall pay a sum of Rs. (Rupees only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Indian Bank.

The said Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor) have / has approached us and at their / his / its request and in consideration of the premises. We \_\_\_\_\_ (set out full name of the Bank) having our office, inter alia at address of \_\_\_\_\_ (state the the Bank) has agreed to give such guarantee in the manner following:

1. We, \_\_\_\_\_ ( set out full name of the Bank ), hereby undertake and agree with you if default is made by Messrs. / Mr. \_\_\_\_\_ (set out full name of the Contractor ), in performing any of the terms and conditions of the Tender and / or Order or in payment of the security deposit or any other or in payment of money payable to you, We, \_\_\_\_\_ (set out full name of the Bank ) shall merely on demand from you without demur or protest shall pay you the said amount Rs. 000.00 (only ) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, \_\_\_\_\_ ( set out full name of the Bank ), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realization of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs. / Mr. \_\_\_\_\_ ( set out full name of the contractor ) or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and We, \_\_\_\_\_ (set out full name of the Bank ) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.
3. Your right to recover the said sum of Rs. 000.00 (Rupees only ) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is / are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affect by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs. / Mr. \_\_\_\_\_ (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.
5. Our liability under this guarantee is restricted to Rs. 00.00 (Rupees only )
6. Our guarantee shall remain in force and effect until \_\_\_\_\_ (set out the date of Expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. \_\_\_\_\_ (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and We, \_\_\_\_\_ (set out full name of the Bank) shall be relieved and discharged from all liabilities there by.
7. We, \_\_\_\_\_ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, (set out full name of the Bank) have power to issue this Guarantee in your favor under our Memorandum and Articles of Association and the undersigned has full power to execute / sign this Guarantee under the Power of the Attorney dated the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ granted by the Bank.

Yours faithfully,

Dated:



## Balmer Lawrie & Co. Ltd.

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### Annexure-D

#### (Affidavit For Attached Trucks)

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

I, \_\_\_\_\_ son / daughter / wife of Shri \_\_\_\_\_  
aged \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as  
under.

1. That Shri./Smt. \_\_\_\_\_ Proprietor / partner of  
firm \_\_\_\_\_ is my  
( state relationship).

2. That I am the owner of the truck/ LCV No. \_\_\_\_\_ bearing engine No. \_\_\_\_\_ chassis No. \_\_\_\_\_  
make and Model \_\_\_\_\_.

3. That I have attached the above mentioned truck/ LCV/MHCV with M/s \_\_\_\_\_ who is participating  
in the tender floated by M/s Balmer Lawrie & Co. Ltd. (SBU-Logistics Services-New Delhi) under operation with M/s Balmer Lawrie & Co. Ltd.  
(SBU-Logistics Services-New Delhi) till the validity of the contract awarded to M/s \_\_\_\_\_.

4. I confirm that I am not the haulage contractor at the Plant where my trucks are being attached.

5. That I have not attached the above mentioned truck/LCV/MHCV with any other bidder.

6. That the subject truck/LCV/MHCV is not involved in any legal litigation other than routine cases of road accidents or any violation of Motor  
Vehicle Act.

7. That subject truck/LCV/MHCV has not been blacklisted so far by any Oil Company.

#### DEPONENT

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing  
has been concealed therein.

#### DEPONENT

Verified at \_\_\_\_\_ on \_\_\_\_\_