



बामर लॉरी एण्ड कं. लिमिटेड  
**Balmer Lawrie & Co. Ltd.**

**Temperature Controlled Warehouse**  
*[Survey no 833, Village and Mandal Medchal,  
Kishtapur Road, Ranga Reddy District, Telangana 501401  
Phone No 9748343969  
E-mail: piyush.s@balmerlawrie.com]  
CIN-LI5492WB1924GOI004835*

**Notice Inviting Tenders for Engaging Reefer Transporter at Temperature Controlled  
Warehouse at Medchal, Hyderabad.**

**Tender Reference: BL/LI/TCW/HYD/17-18/TPT/004**

**Date :- 26/09/2017**

**TECHNICAL / COMMERCIAL BID**

**DUE DATE & TIME: [17:00 pm on 26/09/2017]**

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### **NOTICE INVITING E-TENDER**

**On line bids (Two Bid System)** are invited from the reputed and experienced Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract for “**Engaging Reefer Transporter at Temperature Controlled Warehouse at Medchal, Hyderabad.**”

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

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

S. No	Description	Details
1	Name of Work	<b>Engaging Reefer Transporter at Temperature Controlled Warehouse at Medchal, Hyderabad.</b>
2	Tender No	BL/LI/TCW/HYD/17-18/TPT/004.
3	Validity Of Offer	120 days from the date of submission of tender document.
4	Contract Period	<b>One year extendable for one more year.</b>
5	Tender Fee	<b>Rs. 2000/-</b>
6	EMD	<b>Rs. 100000/-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	<b>01/09/2017 at 15.30 AM</b>
	b. Closes on	<b>26/09/2017 17.00 PM.</b>

#### **1. LIST OF DOCUMENTS TO BE UPLOADED**

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

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Tax Registration number
- e. Chartered accountant’s certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer’s company for the last 3 financial years.

#### **2. VERIFICATION OF DOCUMENTS**

**If BL officials wants to verify the original document against the various document Submitted in the Tender then**

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.

- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled, and criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

### **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs. **[100,000/- (Rupees One Lakh only)] and Tender Fee of Rs 2000** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai /Navi mumbai]**. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding.

The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line.

Price bid is to be submitted on line and **under no circumstances it shall be submitted in physical form**. For online submission, the bidders are requested to download the bid form, fill in the rates and upload the scan copies duly signed and stamped. The hard copies as explained anywhere shall reach to our office at the following address,

Kind Attention:-

Mr. Vamshi Addagiri,  
Temperature Control Warehouse,  
Balmer Lawrie & Co. Ltd.  
Village + Mandal – Medchal  
District – R.R. District  
Telangana – 501401  
Contact No. 9676505656

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

## 1. Procedure to submit On-line Bids

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

### 1.1 Registration with e-procurement platform

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

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
Chandan Pdamkar	<a href="mailto:chandan.b@c1india.com">chandan.b@c1india.com</a>	02266865611
Ritabrata Chakraborty	<a href="mailto:ritabrata.chakraborty@c1india.com">ritabrata.chakraborty@c1india.com</a>	+91-97487 08094
Ujjal Mitra	<a href="mailto:ujjal.mitra@c1india.com">ujjal.mitra@c1india.com</a>	+91-77026 69806
Rajesh Kumar	<a href="mailto:rajesh.kumar@c1india.com">rajesh.kumar@c1india.com</a>	+91-96504 65143

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

## 2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No bids except the technical bids mentioned elsewhere in the tender document will be accepted physically or by post. Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.

- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the tender. Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. Only at the time of inviting offers, there will be a paper ad. There will be no further paper advertisement on this. Interested parties have to keep referring to the website for further information. The Company calling for tenders shall not be responsible for any claims/problems arising out of this

### **3. Filling of Tender Documents**

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer on his own in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

### **4. Submission Of Online Bids**

The bids should be submitted in 2[two] separate parts titled as

[A] Technical / Commercial Bid [Unpriced]

and

B] Price Bid

For Price Bid, only the rates are to be submitted as per given format. The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

### **5. Tender Opening**

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

Price bid will be opened to those bidders who qualify in the Technical/ Commercial Bids.

## **6. Acceptance of offers**

- 6.1. Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.
- 6.2. Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 6.3. Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 6.4. Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

## **7. Negotiations**

- 7.1. Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 7.2. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier.

## **8. Price Variation**

- 8.1. The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the Contract period, subject to Price escalation clause No. 5 of general terms & conditions.
- 8.2. The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

### **SCOPE OF WORK**

1.The scope of work consists of distribution of Agricultural Food Produce, Dairy Products, Processed Food Products, Confectioneries, Pharma Products and any other Temperature Sensitive products as per BL requirement. The hiring of reefer vehicles shall be done either on a Trip Basis or on a Monthly Fixed Basis. The Trip Model is divided in two 2 parts, within and around the city of Hyderabad, the Trip will be less than 100 Km and for upcountry distribution the trip will be more than 100 Km.

2.Under the Trip Model, the trip will be considered from the point of loading to the point of final distribution, e.g. if the material is loaded at TCW, Medchal and distributed at some

location in Hyderabad or elsewhere will be considered as one trip. The measurement of the kilometres shall be considered from the point of loading to the final point of distribution.

3. Under the Dedicated Vehicle or Fixed Monthly basis contract, one month notice will be given to the Transporter for engaging the vehicle on monthly basis. BL will also give the Model No. out of any one mentioned in the tender document.

4. The transport carrier shall be responsible for maintaining temperature as under throughout the transit upto the destination.

For Frozen Foods – Upto minus 20 Deg. Cent.

For Chilled Foods – 0 to 10 Deg. Cent.

For this purpose, the transport carrier may keep the refrigeration plant running throughout during the transit to maintain the temperature within the stipulated limits. In addition they shall attach Data Logger to record the temperature throughout the journey of the vehicle and shall submit the same along with the submission of the bill.

5. All refrigerated vehicles must have data logger in working condition. It is required by the carrier to arrange for the print out of the data from the data logger as and when required by the authorized person of BL/ customer for the verification of the temperature maintained during the journey of the respective trip.

If the transport carrier fails to provide the temperature data logger, then it shall be the responsibility of the carrier to bear any loss/damage that happens to the refrigerated / frozen products.

6. The transport carrier shall also keep the Refrigerated vehicle properly insulated with minimum 120 to 150mm thick insulation with proper rubber gasket at the doors and will provide a wooden batten platform in the Refrigerated Vehicle for air rotation, to maintain inside product temperature as per clause no. 2.1 above for the product loaded.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid:**

1.1 Payment of EMD of Rs. 100,000/-

1.2 Tender fee Rs 2,000/-

Note: - MSME and NSIC certified bidders are exempted from paying the EMD and the Tender Fee amount, however the supporting documents are required to be submitted in support of the claim.

1.3 Refrigerated vehicles should fulfil following conditions,

a. Bidder should provide RC Books of at least 5 no of vehicles on which the reefer containers are mounted. Bidder should submit affidavit on non judicial stamp paper duly notarized and signed regarding ownership of vehicles offered.



- b. Reefer Vehicle must have carrier/thermoking or equivalent refrigeration plant and proper insulation.
- c. The refrigeration plant must be mounted on the vehicle chassis. The plant should not be older than 10 years.
- d. All the refrigerated vehicles must have data logger in working conditions.
- e. Information on the above viz., 1.3.b to 1.3.d to be self certified and proof where required by BL to be provided by the bidder immediately on request

- 1.4 The minimum average annual turnover should not be less than Rs. 1 crore in the last three financial years. Bidder should submit copy of annual report in the case of a public limited company or a CA certified copy of Annual reports.
- 1.5 should furnish the necessary documents towards experience in the transportation business in the past 5 years,
- f. 3 Similar Works performed each of value not less than Rs. 72lacs or,
  - g. 2 Similar Works performed each of value not less than Rs. 90 lacs or
  - h. 1 Similar Work performed of value not less than Rs. 144 lacs.

## **2. BREAKDOWN OF REFRIGERATED VEHICLES ENROUTE:-**

- 2.1 In the event of breakdown of the Refrigerated Vehicles or disruption of journey due to any reason including floods, blockage of roads, heavy rains, riots and/or any other reason whatsoever, the transport carrier shall maintain the required temperature on continuous basis and/or make arrangement for the storage of the stocks at the nearest cold storage at the required temperature. The transport carrier should keep extra tyres / tubes and other such spare parts, which are required in normal course of transportation.
- 2.2 The transport carrier will be fully responsible for transportation of the products in time and deliver the product at destination within a stipulated period as decided by the Company Further the transport carrier would be responsible for any damage to the product or deterioration of quality of products due to failure to maintain proper temperature or due to water contact or due to late delivery. The cost of the product damaged would be recovered fully from the transport carrier. The transport carrier will have no right for any relief or concession in this regard.

## **3. RESPONSIBILITY : For Storage/ Damage/ Non-lifting of Consignment/ Transshipment/ Other Load**

- 3.1 Contractor should engage proper trailers/trucks of sound condition with valid road and dock permit. The driver should be well experienced and should possess valid driving license for heavy vehicle. The contractor should take full responsibility towards safety and security of the container and cargo inside. Trucks and trailers should follow safety norms for transportation of containers as stipulated by concerned authorities.
- 3.2 The contractor will have to submit a list of his drivers, cleaners and the workmen and only on our approval and issue of passes they will be permitted to enter our premises. Changes if any, must receive our prior approval.

- 3.3 All vehicles will have to be adequately covered under the Motor Vehicles Act. The contract will be placed on strict understanding that the contractor has indemnified us against any Government action against him or his vehicles when on our duty
- 3.4 While dispatching, the loading at our loading points is arranged by BL, keeping in mind to safeguard the goods against transit damages. In case of transshipment the carrier should strictly adhere to the same pattern of loading and stacking as was done at the time of loading.
- 3.5 The transport carrier shall carry the goods with utmost care and will ensure that no breakage/ shortage/ leakage occurs during transit to the consignments given.
- 3.6 During the transportation either on Trip basis or on monthly fixed basis, the transport carriers will use the vehicle exclusively for carrying the BL/customer goods and that in no case the materials belonging to other parties shall be carried along with BL/ customer goods.
- 3.7 If anywhere during transit or at the consignee destination it is observed or established that some other goods were transported along with our consignment, 25% of the freight amount would be deducted. Such acts may even invite termination of the contract. In addition, the amount of transit loss, if found any in the consignments, would also be recovered from the payment to be made to the transport carrier against pending freight bills or freight bills of future period.
- 3.8 The transit loss, due to transit damages in excess of insurance claim limit/ short delivery/ transit insurance claim amount not settled or rejected by the U/W of policy due to any reason shall be recovered from the transport carriers.
- 3.9 All Transit insurance claims including Accident & TPND (Theft, Pilferage & Non-delivery) for our transit loss shall be raised on the underwriter of transit insurance policy subject to clause under **"ACCIDENT/ HEAVY DAMAGE ENROUTE"** of the tender conditions. Equivalent amount of the loss to our products shall be held by us from the pending freight bills of the transport carrier. The withheld amount shall be released only after full settlement of our insurance claim by the underwriter of the policy. If the insurance claim is short settled or rejected by the underwriter of policy for whatsoever reason, the respective carrier shall be primary responsible to compensate our transit loss of the products and the transit product loss shall be recovered from the pending freight bills of the carrier or from the Bank Guarantee available with us.

#### **4. DAMAGES TO LOADING POINT PROPERTY/ SHORTAGE IN TRANSIT:**

- 4.1 The transport carrier shall be held responsible for any damages caused to the goods by their representative and/or any damages done to the property of Temperature Controlled Warehouse.
- 4.2 The transport carrier shall be held responsible for short delivery, from packages found in open condition and also shortage in the intact cartoons. If it is established that the transport carrier or his representative has tampered with sealing of the carton. The loss on this account will be recovered from the freight bill of the carrier. The transport carrier is full responsible for transportation of the goods in good condition upto the consignee destination. In case of any

shortages during the transit or non-delivery of the entire consignment booked by the transport carrier for transportation to the consignee destination, the BL reserved the right to recover the cost of the goods at full value from the transport carrier.

#### **5. DOCUMENTATION: SHORTAGED/DAMAGES/ACCIDENT**

- 5.1 The transit carrier shall comply with all the requirements that are requested by the consignee such as shortage/damage certificates and also comply with other formalities necessary for filing claims for transit loss on insurance company under transit insurance policy, such as acknowledgement of claim notice, providing FIR, Photographs, Police Report etc.,
- 5.2 In case of shortages, breakages, damages or goods having been delivered in unsound conditions, transport carrier's representative present at the time of delivery of consignment will have to first acknowledge such shortages and damages by signing the "Delivery, Examination Report" prepared at the time of taking delivery report of the consignments.
- 5.3 A claim/ transit loss notice covering the entire quantity and value of damages/ shortages would then be served in duplicate to the office of the carrier firm. The carrier firm would then be required to return one copy of such claim/ transit loss notice, duly signed and rubber stamped by the authorized representative of the carrier firm in acknowledgment of the claim/ transit loss, within 10 days from the date of serving such notice on the carrier. This is an essential for filling claims for transit loss on insurance company under our transit insurance policy.
- 5.4 Please note that the carrier firms would be required to acknowledge full quantity and value of claim/transit loss irrespective of recoveries made from their freight bills. However, their liability will be limited only to the extent of claims lodged and settled by the insurance company.
- 5.5 In case of all survey claims, transport carrier will be required to issue a separate shortage/ damage certificate on their letter head, covering the entire quantity of damages/ shortages as reported in the corresponding claim/ transit loss notice served on them as referred above.
- 5.6 In case, carrier fails to acknowledge claim/ transit loss notice served on them by not returning copy of claim/transit loss notice within 10 days as indicated in clause no. 6.3 above, entire value of claim amount shall be recovered from the freight bill of the carrier. Once the recovery is made from the carrier's freight bills, BL will not file such claims on insurance company thereafter even if claim/transit loss notice is acknowledged subsequently.

#### **6. ACCIDENT / ENROUTE DAMAGE**

- 6.1 In case of any accident to vehicles carrying the consignment, the transport carrier should immediately report the matter to the nearest police station, simultaneously informing to the concern official of BL. The original copies of Police Panchnama, FIR and spot photographs of accident vehicle should be forwarded by transport carrier to the consignee Branch.
- 6.2 In case of any shortage / breakdown of the vehicle or refrigerated plant/ accident vehicles carrying the consignment enroute, the transport carrier should also inform to the concern official of BL, for conducting the spot survey of the loss of the underwriter of the Transit Insurance Policy obtained by us. The decision of conducting the spot survey of the loss shall be taken by us upon mutual understanding of the Transit Insurance Policy, looking to the situation.

Failing to report immediately for any shortage / breakdown of the vehicle or refrigerated plant/ Accident to vehicles carrying the consignment enroute for conducting the spot survey of the loss, the transport carrier shall be responsible for the entire loss.

- 6.3 Such documents will be made available preferably at the time of delivery of the consignment at the consignee branch or within 15 days from the date of accident.
- 6.4 Freight payable on such consignment will not be paid unless all the corresponding claims are not settled by the underwriter.
- 6.5 In case carrier fails to submit all the required documents within the time limit as specified above for lodging the claim on underwriters, the entire loss as assessed by the surveyor and subsequent expenses thereof shall be recovered from freight bill/s of the carrier.

## **7. ROAD PERMITES**

- 7.1 Whenever any road permit or any similar permits are required to be carried while transporting the goods in any state, the transport carrier is responsible to collect the same from our office and carry such documents, and any loss to BL arising on account of their failure to do so will be recovered from the bill of transport carrier.
- 7.2 The transport carrier will comply with applicable tax rules, octroi and all laws, regulations and formalities related to transport of goods. The carrier will be fully responsible for the loss caused to BL due to failure on the part of carrier to comply with such requirements. In case of any violation of statutory rules by the transport carrier, the carrier will be responsible for the consequences for such violations.
- 7.3 The transport carrier shall make arrangement for payment of octroi duty, if required, as per Municipality rules and the BL will reimburse the same to the transport carrier on presentation of Octroi Money Receipt and other relevant documents.

## **8. SECURITY DEPOSIT**

- 8.1 All approved transport carriers, to whom the transport contract is awarded, are required to furnish a security deposit amounting to 5 % of contract value in form of Bank Guarantee or DD issued by any nationalized bank in favour of Balmer Lawrie & Co. Ltd. payable at Hyderabad. In case of Bank Guarantee then it should be as per our format, the validity of the BG shall be till the contract period.
- 8.2 During the tenure of this contract, due to any reason, if any transport carrier fails to perform transportation services as agreed upon and discontinue working as per terms & conditions of contract, this security deposit shall be forfeited, or B.G. shall be encashed, and all moneys due to BL shall be recovered from pending bills of the transporter. If the actual loss suffered by BL is more than the security deposit and pending bills with BL, the transporter is bound to make good the loss to BL. towards this end, the successful bidder is required to execute an indemnity bond in favour of BL.

## **9. PAYMENT OF FREIGHT BILLS**

- 9.1 The transport carrier shall submit fortnightly bills in duplicate to the consignee Branch on the 1<sup>st</sup> and 16<sup>th</sup> of every month for the consignments delivered at the destinations as per the

rates approved by BL along with a copy of consignment note under which the subject consignment was transported.

- 9.2 BL shall make payment of these bills by way of RTGS/CHEQUE within 30 days from the date of receipt of consignment or the freight bill, whichever is later.
- 9.3 During the tenure of this contract, any transport carrier denies to lift at our approved rates, BL would immediately arrange vehicle from the open market and the difference would be recovered from the transporter's pending freight bills. We also keep our right reserve to withhold carrier's freight bills till end of the contract.
- 9.4 Detention will be paid @ Rs. 700 per day after 48 hours (if vehicle reported before 4 PM to godown then only reporting day will be considered) of reporting of the vehicle excluding Sunday & Public Holiday if any in between. To calculate applicable detention, BL arrival and unloading / loading time reporting will be treated as final, therefore it is primary responsibility of transport carrier's representative to get these timings noted on arrival report.
- 9.5 If vehicle reported at BL warehouse before 2 PM for loading and detained more than 24 hours. Rs. 500/- per day will be given. Transporter has to submit their bills to BL office along with copy of gate pass.
- 9.6 Document required for processing of payment  
POD of the deliveries made without which payment will not be released.  
Temperature /GPS log should be provided for the trip.  
Dedicated vehicle bill should be accompanied by supporting's related to vehicle running during the month.

## 10. DURATION OF CONTRACT

- 10.1 This contract shall remain in force for a period of 12 months from the date of issue of LOI or W.O. whichever is earlier.
- 10.2 BL shall have an option to extend this contract after its expiry for a further period of **12 months** from the last date of validity of this contract on the same terms and conditions as contained herein.
- 10.3 The performance of the transport carrier will be evaluated continuously. If the services of the transport carrier are found unsatisfactory, BL reserves the right to suspend, terminate the contract without reference to the carrier.

## 11. Business Volume:

No definite volume of work can be guaranteed during the duration of the contract. Our Warehouse handled about 2000 MT of perishable Cargo in the past 6 Months since start of its operations in Mar'16. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE.

## 12. Splitting of Order:/Empaneled Transporter for Distribution

The L1 rate in the tender for various line items will be taken as the basis for conducting the negotiation. The party who has quoted overall L1 will be eligible to be placed order for a majority share of the business. All the other bidders will be given an opportunity to match the rate with L1 bidder for being empaneled with BL. However, the order will be placed on 2 successful bidders only to start with.

While The Company reserves the right to split the allocation of volumes to one or more tenderer's quoting the lowest rates and meeting with all the tender conditions, the broad basis will be as follows.

The original overall L1 party could be considered for movement of approx... 70% of the work & the L2 tenderer can be considered for the balance 30% work. This is subject to the condition that these parties agree to match the L1 rate for individual line items.

Prices shall be first negotiated with the original L1 bidder who would be asked to match the L1 rates in all line items where they are not L1. If they are able to match the L1 rates for all the line items, they would be eligible for allotment of 70% of the total business as tendered. L2 bidder shall then be called and asked to match with the negotiated price of all line items. If L2 agrees to match, they would be entitled to participate in 30% of business.

In case L2 does not agree to match the negotiated rates for all line items, offer shall be successively made to L3, L4.....bidders and whoever agrees to offer services at the L1 rates for all line items will be eligible to receive the order for the balance 30% of business.

To further clarify, in the event, if overall L1 does not agree to match the L1 rates for all individual line items, L2 will be asked to match and if they don't agree it will be successively taken up with L3 or L4 or L5 as the case may be. Whichever party agrees first to work on all L1 rates for individual items will be placed order for 50% and the next party which agrees to match all L1 individual line items will be placed order for the balance 50%.

In case of non-placement of vehicle within 24 hrs by the successful bidder the service request will go to the other successful bidder and the ratio of allocation of business can therefore change during implementation of this contract.

The right to decide / alter the allocation would remain exclusively with the company and it shall not form the basis of any dispute or ground to any claim of compensation.

In case movement is asked to be done by an outside party in the event of failure to provide vehicles by both the successful bidders, the differential cost incurred by BL will be recovered from the successful bidders.

### 13. Fuel Escalation /De-Escalation:

The rates should be firm throughout the contract period except for escalation/de-escalation of HSD price announced **by IOCL/HPC/BPCL rate** at Medchal Hderabad during the contract period. The Escalation/De-escalation will be calculated as per following formula:

$$0.30 \times A \times [C - B]$$

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B

A = Transportation rate as per contract

B = Ruling price of HSD Applicable at Medchal Hyderabad as on 15-11-2017

C = Revised price of HSD shall be lowest rate in the month of operations.

The date of escalation/De-escalation will be from date of increase/decrease of HSD price. No other price escalation on any account will be entertained during the contract period.

**14. Work Place:**

Our Temperature Controlled Warehouse is located at Medchal, Hyderabad and all the operations will be handled from this place unless otherwise any instruction given for handling from any other location.

**15. Working Hours:**

Operations are required to be carried out round the clock (24x7) for 365 days a year.

**16. Penalty Due to Non-Performance:**

Contractor's Supervisor who is expected to be present during operation, will report to us every day to obtain requirement of truck and make program suitably for next day. The same will be communicated by phone or email. Depending on the business volume, the contractor has to place the required number of vehicles.

Any failure on Contractor's part may warrant company to arrange vehicle from outside which will be at contractors "Risk and Cost" and the additional amount to be incurred by the Company will be recovered from contractor's bills. Such arrangement will be done at the discretion of the company as and when company feels necessary. Company's decision will be final in such cases.

Any demurrage or detention charges imposed on Balmer Lawrie by the Company's clients due to delay of vehicle from the transporter will be recovered from the Transporter's bills/dues.

In case of any damage to the stocks arising out of a negligence on the part of the transporter or his employees, the contractor will be responsible to make good the losses as assessed by the surveyor or any other competent authority within stipulated time failing which Balmer Lawrie & Co Ltd or its authorized agency will be free to recover the full cost of damage Stock from Contractor's bills.

In case of any shortage or loss to goods for whatsoever reason while the same are in the custody of the transporter, the transporter shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the customer 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 perishables therein for Balmer Lawrie-Warehouse (from Customer point to warehouse & vice-versa).

**17. Evaluation of bids:**

The evaluation of bid will done on the basis of who has quoted overall L1 considering all the items mentioned in the tender document i.e. by multiplying the rate with the estimated quantity and arriving at the total value quoted.

**18. Sub-letting of Work:**

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 consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

**19. Indemnity:**

The Contractor will be required to 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 trailers/equipments employed by the contractor. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments 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. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

**20. Insurance:**

The transport contractor should have a carrier's legal liability cover for all the vehicles that are engaged in transportation of cargo contained therein for Balmer Lawrie. The limit of indemnity in this policy should cover Rs. 50 Lakh for AOA (Any One Accident) and Rs. 100 Lakh for AOY (Any one Year) for loss/ damage to cargo contained in the refer vehicles.

**21. Liability & Ensuring Safety:**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within Balmer Lawrie TCW. Any damage to any life and/or property inside the BL Warehouse due to negligence/mishandling of equipment by the Operator and /or malfunctioning of the equipment 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 equipments/ vehicles operating inside the Warehouse.

**22. Addition/alteration of Tender Document:**

The Company reserves the right to add/alter terms and conditions of tender documents including cancellation of the tender at any time without assigning any reason whatsoever. The Company also reserves the right to accept/reject a tender without assigning any reasons.



**23. Termination:**

The contract can be terminated by either party by giving 3 clear months notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

**24. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation 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 any such events is given by either party to the other within 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. Deliveries under the contract shall be resumed as soon as practicable.

**25. Arbitration:**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation 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.

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/LI/TCW/HYD/17-18/TPT/004 and hereby confirm our acceptance of the same.**

Place : Signature of Tenderer

Date : Name & Address

Telephone Nos.

Office:

Fax Nos. :

**ANNEXURE – A**

**PARTICULARS OF THE TENDERER'S ORGANISATION**

<b>S. No</b>	<b>Description</b>	<b>Tenderers Details</b>
<b>1</b>	Name of the Tenderer	
<b>2</b>	Address of the Registered Office	
<b>3</b>	Address of the branch / office quoting against the Tender	
<b>4</b>	Year of commencement of business	
<b>5</b>	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co. / LPP	
<b>6</b>	Registration No. (Under companies Act )	
<b>7</b>	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
<b>8</b>	Income Tax PAN no.	
<b>9</b>	Whether copy of PAN enclosed	
<b>10</b>	Whether copy of latest Income Tax Return enclosed	
<b>11</b>	GST Registration. No.	
<b>12</b>	Whether copy GST Registration certificate Uploaded	
<b>13</b>	Name of the Banker	
<b>14</b>	Whether registration under MSMED Act	
<b>15</b>	In case registered under MSMED provide registration number and copy of registration certificate.	

**Annexure - B**  
**PRICE BID FORMAT**  
**(Prices are not to be quoted here)**

Sl. No.	Trip Distance in Kms	Unit	Estimated Trips Annually	Rate Per Trip (Rs.)	Amount
<b>A. On Trip Basis</b>					
1	Lump sum Per Trip cost for minimum 250 Km for City Distribution for 207 or equivalent vehicle. The calculation of Trip shall be from BL Warehouse to the point of delivery and return.	Trip	480		
2	Lump sum Per Trip cost for minimum 250 Km for City Distribution for 407 or equivalent vehicle. The calculation of Trip shall be from BL Warehouse to the point of delivery and return.	Trip	300		
<b>Sub-total (A)</b>					
<b>GST</b>					
<b>Grand Total (A)</b>					
<b>B. On Running Km Basis</b>					
	<b>Particulars</b>	<b>Unit</b>	<b>Estimated Running Annually</b>	<b>Rate Per Km (Rs.)</b>	<b>Amount</b>
1	For 207 Model or Equivalent	Km	30,000.00		
2	For 407 Model or Equivalent	Km	42,000.00		
3	For 1100 Model or Equivalent	Km	60,000.00		
4	For 1109 Model or Equivalent	Km	72,000.00		
5	For 2515 Model or Equivalent	Km	96,000.00		
<b>Sub-total (B)</b>					
<b>GST</b>					
<b>Grand Total (B)</b>					

**Note**

1. Rates should be as per the above format only.
2. Rates shall be valid for 1 years from the date of commencement of contract as per Work Order Of Balmer Lawrie & Co. Ltd.
3. Indicative quantities are approximate for 1 years and will be used only for evaluation purpose. Actual volume may widely vary depending on business volume The Company does not guarantee any minimum or maximum volume. Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicated quantity.
4. Toll charges, wherever applicable will not be paid by Balmer Lawrie and shall be borne by the successful bidder.