



बामर लॉरी एण्ड कं. लि.
BALMER LAWRIE & CO LTD.
(भारत सरकार का एक उद्यम)
(A Government of India Enterprise)
लॉजिस्टिक सेवा विभाग/Logistics Services Division
21, नेताजी सुभाष रोड/21, Netaji Subhas Road
कोलकाता/Kolkata : 700 001.

निविदा सं./Tender Enquiry No. BL/LS/KOL/004/17-18
दिनांक/Date: 17 November 2017

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

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

"Appointment of Vendor for Transportation of Copper Slime in Containers of HCL Consignment from HCL Ghatsila to Kolkata port for Export".

निविदा नियत तिथि :

Tender Due Date : 28 November 2017

निविदा नियत समय :

Tender Due Time : 12:00 NOON

Single Bid Tender.

Online bids are invited from reputed and reliable transporters for the following scope of work.

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

Each Page of the Tender Documents must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of the tender.

PRICE BID to be submitted online only, and under no circumstances shall be submitted in physical form.

SCOPE OF WORK

The scope of work will cover the following jobs.

- Transportation of Empty Container from Kolkata to Ghatsila Jharkhand (HCL).
- Transportation of Loaded Container from Ghatsila Jharkhand (HCL) to Kolkata (Port / CFS).

Tenderer must bid for Price Schedule (BOQ).

Transport Contractor shall arrange at his own cost necessary permits etc required for his staff, vehicles, etc and complete all formalities with concerned authorities for smooth entry and exit of vehicles from the jurisdiction of Kolkata Port Authority.

EARNEST MONEY DEPOSIT :

The bidder is to submit Earnest Money Deposit of Rs. **3000/-** (Rupees Three Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of " BALMER LAWRIE & CO. LTD " payable at Kolkata from any Nationalised/Scheduled Bank. EMD will be refunded interest free to the unsuccessful bidders only after receipt of order acceptance from the successful bidder. For the successful bidder, the EMD shall be refunded only after submission of necessary Security Deposit (SD) against the work order placed on them or may be adjusted towards part of the Security Deposit requirement.

Registered MSME / NSIC enterprises are exempted from payment of EMD sub to submission of their registration detail. OFFERS RECEIVED WITHOUT EMD SHALL BE REJECTED.

In case the contractor revokes or withdraws their offer within validity of offer or fails to deposit security deposit and/or execute the agreement and commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the EMD.

EMD will carry no interest.

SECURITY DEPOSIT

Successful bidder on award of the contract will have to submit Security Deposit for an amount of Rs **40,000/- (Rupees Forty Thousand Only)** or as derived by the sanctioning authority by Demand Draft/Pay Order from any Nationalised/ Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata or Bank Guarantee for an equivalent amount from any Nationalised Bank valid for three months beyond the maximum possible tenure of the contract within 15 days from the date of issuance of LOI.

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

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

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

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

AWARD OF CONTRACT

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

PERIOD OF CONTRACT :

The work order awarded against this tender shall remain valid upto **March 2018** from the date of issuance of Work Order/LOI with provision for further extension for a period of **THREE MONTHS** at the same rate, terms and conditions from the date of expiry of the contract on mutual consent.

VOLUME OF WORK :

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

VALIDITY OF OFFER :

The quotation submitted shall be valid for a period of 90 days from the date of opening of the bids received.

TAXES :

Taxes will be payable as per Govt of India rule.

FREE TIME :

24 Hrs at Loading Point(Ghatsila) and 24 hrs at Unloading Point (Kolkata) to be provided.

DETENTION :

Detention payable @Rs. 1200/- per trailer per day basis after free time, if it is found that reason for delay is not attributable to Transporter.

PRICE ESCALATION / DE-ESCALATION :

No Escalation / De – Escalation shall be allowed for any reason whatsoever.

PAYMENT TERMS :

The transporter shall submit the bills on MONTHLY BASIS only and upon completion of the assigned job Payment will be released within 30 days from the date of submission of bills as per office record. Bills for transportation shall be accompanied by clean Proof of Delivery confirming receipt of consignment(s) by the consignee in good condition and without any loss/physical damage to the cargo. Bills not to be accepted for payment without consignees' acknowledgement in the delivery challan.

RISK PURCHASE**1. Failure to place vehicle :**

In case of failure of the contractor to place required vehicles on time/arrange transportation. Balmer Lawrie & Co Ltd reserves the right to utilize the services of any other transporter without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual obligation. This will be without prejudice to the right of BL for any other action including termination

2. Delay in placement of vehicle at loading point :

The transporter should place vehicle at loading point as per our requirement and lift the consignments within one day of written requisition to them. In the event of their failure to do so , the company reserves the right to impose penal charges per day for each day of delay.

The transporter shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of the damage if any will be recovered from the transporter.

The Transportation bidding shall be covered by the Motor vehicles Act and age of Vehicle placed for contract should not exceed 15 Years.

Consignment Lost in Transit :

When a consignment is lost in transit and not delivered to the origin port within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the company, shall be entirely payable by the transport carrier and shall be recovered out of the pending freight bills of the carrier, irrespective whether the company has insured

the consignments against such loss or not. It would be entirely at the company's discretion, whether to file a claim on Insurance Company for such loss or not. In other words carriers would be fully responsible to make good such loss to Balmer Lawrie & Co Ltd.

CONFIDENTIALITY

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

FORCE MAJEURE

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

TERMINATION OF CONTRACT

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

RIGHT OF ACCEPTANCE / REJECTION

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

ARBITRATION

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

PROCEDURE FOR ONLINE BID SUBMISSION

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

Bidders are required to submit EMD along with un-priced part of the tender document (stamped and signed) to the Tender Inviting Authority before due date and time of the Tender 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 department shall not take any responsibility for any delay or non-receipt.

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

1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
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2. Mr. Tuhin Ghosh(Kolkata)	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071
3.Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
4.Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	+91-8939284159
5. Mr. Sachin Toraskar (Mumbai)	sachin[dot]toraskar[at]c1india[dot]com	+91-022-66865610

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

CONTACT PERSON

For any clarification / queries you may please contact Shri Bappa Misra, Deputy Manager, Logistic Department, Balmer Lawrie & Co. Ltd., Kolkata - 700001, Phone : (033) 22225457

Please acknowledge receipt and confirm your participation in this tender.

Yours faithfully,
for BALMER LAWRIE & CO. LTD.

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

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

Price Schedule	
Description	Lumpsum Transportation Rate (Rs)
Transportation of 20ft Empty Container from Kolkata to Ghatsila and Back to Kolkata with loaded container. (Refer Tender Document for details scope of work).	

Note : Tax will be payable as per Govt of India rule.