



Balmer Lawrie & Co. Ltd.

SBU – Logistics Services

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

Phone: 011 26485556, 26467565.

Tender No.- BL/LS/DEL/01T/FEB18 dt. 26.02.2018

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/01T/FEB18 dt.26.02.2018

Due on 19.03.2018 at 1800 hours

Notice Inviting E-Tender

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 **one year and further extendable for another one year with mutual agreement.**

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

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.

TENDER BASE INFORMATION			
a.	Tender No.	:	BL/LS/DEL/01T/FEB18 dt- 26.02.2018
b.	Tender Title	:	Appointment of transporters for providing Transportation Services at various destinations
c.	Tender Description	:	Appointment of Transporters for providing Transportation Services at various destinations as mentioned in Annexure A for one year and further extendable for another one year with mutual agreement.
d.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, Inter-national	:	N C B
e.	Factory / Division	:	Logistics Services, New Delhi
f.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
g.	Section / Sub-division	:	-
h.	Tender Category (Single Bid / Two Bid / EOI)	:	TWO BID TENDER
i.	Evaluation Type	:	ITEM-WISE
j.	Estimated Value (min)	:	N.A.
k.	Estimated Value (max)	:	N.A.



1. SALIENT FEATURES OF THE TENDER:

- I. Pre- Qualification Criteria for bidders
- II. Tender Category – Dual Bid Tender [Un priced Bid & Price Bid]
- III. Tender Type – National Competitive Bidding
- IV. Evaluation Type - Item-wise
- 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”.
- 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.

3. TENDER SUBMISSION

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.

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 as below:

**Sr Branch Manager
M/s. Balmer Lawrie & Co. Ltd.
32-33, Kushal Bazar, Ground Floor
Nehru Place
New Delhi 110019**

4. PRE- QUALIFICATION CRITERIA

1. Submission of EMD of Rs 50, 000/- by DD
2. The bidder shall have minimum of Two years' experience in transportation of goods with reputed companies [copy of customer's certificate in support of experience to be submitted].
3. The bidder should have a minimum average annual turnover of Rs. 22.00 lacs in the last three financial years.
4. 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 criterion 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).
5. 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]
6. The bidder should own / have attached vehicles as follows:
A) minimum of 4 vehicles for transportation work (at least one each should be available as mentioned vehicle in Annexure A) should be owned/ attached, The bidder has to provide the details such as copies of RC Book, Insurance, Permit, etc. for the above trucks.
7. Age of the vehicle should not be more than 8 years as on 01.01.2018.
8. Copy of PAN number to be enclosed.
9. Service Tax Registration and GST No. must be enclosed.
10. Certificate from bankers about financial soundness (Solvency Certificate from your banker should 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.

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.



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.

5. SPECIAL TERMS & CONDITIONS

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.

Period of Contract: 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.

Inter change / transfer of ordered quantity among destinations within the awarded estimated order value of the contract shall be made by the company.

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.

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.

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%.

The rate quoted shall be on "per trip Basis" (one way) only and the Rate quoted would exclusive 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. Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.



Earnest Money Deposit [EMD]

The bidder has to deposit EMD of Rs.50000/- (Rs. Fifty Thousand Only.) along with the Pre-qualification bid, by Demand Draft payable from a nationalized / scheduled bank in favour 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”

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.

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-

- Withdrawal of offers during validity of 120 days period of the order
- Non acceptance of orders
- Non Confirmation of acceptance of orders within the stipulated time after placement
- Any unilateral revision made by the bidder during the validity period of the offer
- Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever
- Non submission of Security Deposit within the stipulated time

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.

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.

Disqualified transporters EMD will be refunded immediately on approval of the Pre-Qualification recommendation.

Security Deposit [SD]

The SD amount payable by the successful bidder would be 5% of the contract value or *as derived by the sanctioning authority* (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.

The entire SD amount (SD will be divided in proportionate of work order allocated to qualified parties if order will be splitted between two or more parties) can be submitted as Bank Guarantee [BG] valid for period of 30 Months 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. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only. 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 –

- Withdrawal of order during validity period of the contract.
- 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.
- Any unilateral revision made by the successful bidder during the validity period of the contract.

6. PAYMENT:

- The successful bidder shall submit the bills on FORTNIGHT Basis only, i.e. the first bill for the period 1st to 15th and the second bill for the period 16th to last working day of the month.
- Payment will be released after 15days from the date of submission of bill as recorded by our Operation dept.
- 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.
- **During the contract period, transportations for any new destinations apart from the contract, equivalent distance rate will be applicable.**
- **Actual charges will be reimbursed for loading & unloading charges, toll gate fee, interstate permits fee, airport entrance fee, MCD toll, DND charges, parking fee and octroi if any against submission of bills/ receipts/ documents.**
- 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.

8. EVALUATION OF BIDS

The evaluation of bids will be based on quotations for destinations with higher volumes ie; Kanpur, Gwalior and Lucknow of Price Bid as per Annexure A. However bidders are advised to quote for all destinations of Annexure A (Price bid), failing which the average rate quoted for that item by other bidders will be taken to evaluate the bid (As if this is the rate quoted by the party who has failed to mention a rate against that item).

7. NEGOTIATIONS

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 for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

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. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.



9. AWARD OF CONTRACT

The company reserves the right to split the total volume to two or more tender's quoting the lowest rates and meeting all the tender conditions.

The L1 party would be determined on basis of evaluation as mentioned in heading 8 appearing in page 6, considering the value for various line items as given in the price bid (Annexure A). If the L1 party so determined, they will be entitled to get an order for 60% of the tendered business on the final negotiated rates subject to other terms and conditions mentioned in this tender document. The L2 party then will be called for negotiation and asked to match the negotiated L1 rates, if L2 party agrees; the bidder will get order for 40% of transportation contract.

To further clarify, Prices shall be first negotiated with the L1 bidder who would be eligible for allotment of 60% of transportation contract. L2 bidder shall then be called and asked to match with the negotiated price of L1 bidder and if L2 party agrees then 40% of transportation contract will be asked to be done by L2. In case L2 does not agree to match the negotiated rate of L1 party, offer shall be made to L3, to match with the negotiated L1 rates. If L3 does not also match, offer would be made progressively to L4, L5 and so on till any bidder agrees to match with the negotiated L1 rates. To cite an example, if L2 and L3 have not agreed for matching the rates with L1 rates, the offer for matching is given to L4. If L4 agrees, he will be placed an order for movement of 40% of transportation contract. However if no bidder accepts offer to exactly match the negotiated rates of L1 bidder, company would place order for 75% on L1 and balance 25% on L2 bidder at the finally negotiated rates with L2. Here the company reserves the right to place the entire order on L1 if in its opinion L2 rates are significantly higher than L1 and in the interests of the company, it will be prudent to place order on only L1 party.

However, the company reserves the right to change the pattern of distribution between the transporters if in case service parameters does not commensurate the requirement.

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.

9. 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/-perLitre(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:

$$\frac{0.40 \times A \times (C-B)}{B}$$



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.

10. GENERAL TERMS & CONDITIONS

- 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.
- The term "Company (or) BLCL" wherever mentioned in the tender document refers to "BALMER LAWRIE & Co. LTD."
- 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.
- 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.
- The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.

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.

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.

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.

11. 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 documents such as non- delivery and other required details for lodging the claim with the insurance company and recover loss from the insurance company.



The Successful bidder shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. 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.

11. DETENTION CHARGES

- The company will pay detention charges as per quoted rate per vehicle 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.

13. 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.

14. 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.

15. 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 HSE 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.



16. 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.
- 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.
- 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.
- 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.
- 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.
- All the trucks to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within New Delhi jurisdiction.
- 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.
- 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.



Balmer Lawrie & Co. Ltd.

SBU – Logistics Services

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

Phone: 011 26485556, 26467565.

Tender No.- BL/LS/DEL/01T/FEB18 dt. 26.02.2018

- 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.
- **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.
- The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- The Company reserves the right to cancel the tender without assigning any reasons.

Place:

Date:

(Signature of the tenderer with seal)



17. 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.

18. 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)



19. Conditions for Online Bid Submission

Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue given in the system.

Registration with eProcurement platform:

For registration and on-line bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd. The contact persons are –

1. Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
2. Mr. Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Partha Ghosh (Kolkata)	partha8.ghosh@c1india.com	+91-8811093299
4. Mr. CH. Mani Sankar (Chennai)	Chikkavarapu.manisankar@c1india.com	+91-8939284159
5. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-022-66865608

C1 India Pvt. Ltd., Petrochem Building | Building no.-301| 1stFloor| Udhog Vihar | Phase-2 | Gurgaon. Land Line: +91 124 4302 EXT 234| Email: sandeep.tomar@c1india.com| Website: www.c1india.com

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class I/II) for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate for signatures and encryption. They may contact Help Desk of C1 India Pvt Ltd.

Submission of Hard copies:

After submission of bid on-line, the bidders are requested to submit the demand draft towards required EMD amount along with other documents as required, to the Tender Inviting Authority before due date at our 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. Balmer Lawrie 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.



The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

Corrigendum to tender:

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's 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.

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 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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

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.

Place:
Date:

(Signature of the tenderer with seal)



20. 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

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

Prohibition of corruption and bribery

- 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

- 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;
- to respect the personal dignity, privacy and rights of each individual;
- to refuse to employ or make anyone work against his will;
- to refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- to provide fair remuneration and to guarantee the applicable national statutory minimum wage;
- to comply with the maximum number of working hours laid down in the applicable laws;
- 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

- to employ no workers under the age of 18;

Health and safety of employees

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

Environmental protection

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

Supply chain

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



21. 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 “per trip Basis” (one way) only and the Rate quoted would be exclusive of loading & unloading charge of goods and also exclusive of Toll charges.
- d. Rate quoted by truck basis [or] any other basis is not acceptable and the bid will be rejected.
- e. 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.
- f. We would provide suitable Dedicated trucks for transporting goods on trip basis.
- g. We are aware that the contract shall be extended for a further period of ONE YEAR prior to expiry of the contract at the same terms and conditions on mutual agreement.
- h. We are aware that the estimated tender quantity shall be increased by another 20% on mutual agreement.
- i. 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.
- j. We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place trucks against company's call ups.
- k. 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.
- l. 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.

Place:

Date:

(Signature of the tenderer with seal)



Balmer Lawrie & Co. Ltd.

SBU – Logistics Services

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

Phone: 011 26485556, 26467565.

Tender No.- BL/LS/DEL/01T/FEB18 dt. 26.02.2018

22. 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	:	
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.	:	
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]	:	

Place:

Date:

(Signature of the tenderer with seal)



Balmer Lawrie & Co. Ltd.

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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)

S No	Vehicle Name	Tata 407 or equivalent			DCM Canter or equivalent			LP Truck or equivalent			20' flat trailer or equivalent		
	Name of the station/ sector	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)
1	Kanpur	120			100			50			30		
2	Gwalior	100			50			20			10		
3	Lucknow	50			50			20			10		
4	Agra	5			5			5			5		
5	Bhopal	5			5			5			5		
6	Chandigarh	5			5			5			5		
7	Dehradun	5			5			5			5		
8	Korwa	5			5			3			3		
9	Jammu	5			3			2			2		
10	Bhatinda	3			3			2			2		
11	Bikaner	2			2			2			2		
12	Ghazipur (UP)	2			5			5			1		
13	Jaisalmer	5			2			2			2		
14	Neemuch	1			1			1			1		
15	Detention per day per trip	1			1			1			1		

Note:

- Qty shown above are estimated for the period of one year and no guarantee of qty/nos can be given
- Rates should be exclusive of Tax applicable as per Government Tariff
- Rates should be valid for at least 2 years from the date of commencement of contract as per Work Order of Balmer Lawrie & Co. Ltd
- Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicative quantity



Balmer Lawrie & Co. Ltd.

SBU – Logistics Services

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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)



Balmer Lawrie & Co. Ltd.

SBU – Logistics Services

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

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Tender No.- BL/LS/DEL/01T/FEB18 dt. 26.02.2018

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 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 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.

Place:
Date:

(Signature of the Tenderer with seal)



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