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## **NOTICE INVITING E-TENDER**

On line bids in Single Bid System are invited from the reputed and experienced transporters, who fulfil the eligibility criteria mentioned in the tender document under the Heading "General Terms & Conditions" as well as in any other place in the tender document for undertaking the subject contract for **TRANSPORTATION OF EMPTY CONTAINERS BETWEEN HDC TO ANY CFS/EMPTY** Page | 3 **CONTAINER PLOT AT KOLKATA AT CFS, KOLKATA.** 

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

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

S. No	Description	Details	
1	Name of Work	TRANSPORTATION OF EMPTY CONTAINERS BETWEEN HDC TO ANY CFS/EMPTY CONTAINER PLOT AT KOLKATA	
2	Tender No	BL/CFS-KOL/Haldia Transport Empty Container/18-19	
3	Validity Of Offer	120 days from the date of opening of the price bid	
4	Contract Period	On call basis. Maximum duration is 6 months	
5	EMD	Rs.3,000.00(MSME/NSIC Reg. Vendors are exempted)	
6	Downloading / Submission of Tender :		
	a. Starts on	18.08.2018	
	b. Closes on	29.08.2018 By 6 PM	
7	Opening of Tenders	On or after due date and time for submission.	

## 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.

b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm

- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- f. Certificate from bankers about financial soundness.

# 2. VERIFICATION OF DOCUMENTS

- 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 , 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 <u>https://balmerlawrie.eproc.in</u>Interested parties have to submit an interest free EMD of Rs.*3,000/- (Rupees Three Thousand only)* by Demand Draft/Pay Order at our above address. The DD/PO/BG for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding. The MSME/NSIC vendors are exempted from submission of EMD amount subject to submission of valid certificate. MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012. The physical original instruments/draft 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. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

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 <u>https://balmerlawrie.eproc.in</u> in a secure and transparent manner which maintains confidentially 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 <u>https://balmerlawrie.eproc.in</u>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. Page | 5 details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <u>https://balmerlawrie.eproc.in</u>

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

HELPDESK NOS ARE (MONDAY TO FRIDAY (E)	OPEN BETWEEN 1000 HRS clusions: Balmer Lawrie HOLIDAYS)	and	1830	HRS	IST	
Please email your issues before you call to helpdesk. This will help them serve you better.						
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers						
Name	E-mail	Phone Numbers				
Ritabrata Chakraborty	itabrata Chakraborty <u>ritabrata.chakraborty@c1india.com</u> +91-86979 10411					
Ujjal Mitra ujjal.mitra@c1india.com +91-77026 69806ction Lo		ction Le	evel			
Rajesh Kumar	rajesh.kumar@c1india.com	+91-96504 65143				

## 1.2 Digital Certificate authentication

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 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/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. 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 needs 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.

# **SCOPE OF WORK**

The successful tenderer shall have to undertake the following work:-

- Transportation of Empty ISO containers (including Reefer, Tank Containers/Flat Rack etc.) from Haldia Dock Complex or any CFS in Haldia to any CFS or Empty Container Plot within 3 KM radius of KoPT-KDS/NSD or vice versa. Loading, unloading charges would be extra at actuals.
- 2. The transporter is responsible to supply trailer with valid permit of trailers & man permit of of KoPT for transportation of empty containers from/to port.
- 3. The representative of Balmer Lawrie would give written requisition or verbal instruction to the authorized person of the contractor for the required number of vehicles in advance normally on previous day. There may be instances when the transporter would be required to place vehicles on receiving short notice of 2/3 hours. The transporter should place trucks/trailors at the nominated place well within the time mentioned on the requisition or as per verbal instruction of the company's representative. Contractor must ensure that the complete picture on movement position of the containers is to be provided from time to time but definitely latest by 9.30 a.m. the next morning to the concerned officer of BL.
- 4. The driver of the vehicle and supervisory staff should be present all the time till loading/ unloading of containers at KDS or CFS or Empty Container Plot. The supervisor should be responsible for getting the job done i.e. loading/unloading of containers and should

constantly interact /coordinate with Port operating personnel and Shipping Lines without any interruption/hindrances.

- 5. It will be the responsibility of the contractor to draw the attention of officers of BL if any damage observed to containers while loading at dock/CFS/Empty Container Plot/ during Page | 7 transit, and get it surveyed by the surveyor through the concerned representative of BL and duly noted and counter signed in the challan issued by the contractor before the container is moved out of the dock/any CFS.
- 6. Containers should be transported through the route nominated by the company and any deviation required for exigencies/emergency should be informed to the company in advance with valid reasons.
- 7. Containers should be delivered from point of lifting at CFS/Empty Plot/Port to point of delivery within reasonable time.

If the trailor do not report at destination within the stipulated time, the company reserve the right to impose suitable penalty towards detention of containers due to delay in reaching the destination.

- 8. The contractor should follow all the applicable rules & regulations of the concerned authorities. Any penalty due to violation of any rule would be to the contractors account.
- 9. The contractor should obtain proper acknowledgement from Container receiving plot after delivery of the Containers.
- 10. For transportation & delivery of empty containers to any CFS or Slot point of steamer agents, proper container receipt should be collected after delivery from the concerned slot point as proof of delivery of the same in sound condition. Any liability arising out of non production of receipt from concerned CFS or slot point would be on the contractor's account.
- 11. For Containers, while in the custody of the contractor, the contractor should take all precautionary measures including safety and security of the containers for safe transportation and delivery of the container at the destination.
- 12. The contractor should provide proper superintendence during loading/unloading of containers and shall coordinate with the company as well as Port, Customs, Authorized Surveyors, Shipping Agent for smooth execution of the job.
- 13. The loading/unloading of container at HDC is the primary responsibility of the Port Authorities or Authorized Stevedores/ Private Handling Contractor in case loading from ground. The same shall be coordinated and facilitated by the transporter and all incidental expenses, if any incurred on this account or the generation of exit gate pass (EGP) will be borne by the transporter.
- 14. Transporter would constantly keep the CFS yard free from congestion by the vehicles which are released from the CFS after unloading, failing which an amount of Rs.200/-. may be charged per vehicle per day for parking of unloaded/empty vehicles more than 2 hours inside

CFS and/or on the connector between CFS and Transport depot Road without any valid permission.

15. It would be the responsibility of the contractor to get the container/s loaded on their

truck/trailer in time at the Port/any CFS/Slot Point.

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- 16. Depending on the requirements, the company may advise the contractor to undertake work during weekly off-days, holidays and on any shift or time. The contractor should be prepared to undertake the assignment without any additional charge other than what is stated in rate schedule.
- 17. The Drivers/Operators of the vehicles should possess valid license to operate the vehicles. The Drivers, Helper, Workmen, Supervisory Staff, Mechanics shall have good health, possess high morals and strictly obey the administrative rules and regulations of Port and BL-CFS or other CFS or any Empty Container Plot. The contractor will ensure that a helper will not drive the vehicle even if he carries a valid licensee.
- 18. Contractor will indemnify and keep indemnified BL-CFS against all losses and claims for injury and damages to their employee/workmen or any person or any property whatsoever which may arise out of and in consequence of the work and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever.
- 19. Contractor shall deal with all local problems and sort-out amicably & peacefully. Any matter requiring intervention of Police should be done by contractor. In the process contractor should ensure that container are fully protected against any demurrage.
- 20. Contractor or any of their employee/representative shall not demand and/or accept any payment or gift or any favour whatsoever from any customer of the company for providing the services other than the payment from the company against services as per the terms of the contract.

Contractor shall not indulge and/or encourage any corrupt practice nor seek any undue favour by way of influencing company's customer's employees in whatsoever manner and indulgence of such practice will be considered as breach of agreement.

21. Contractor should ensure timely movement of empty containers from HDC to to any CFS, failure on this any debit or demurrage charges levied by port or Shipping line will be recovered from contractor

# **GENERAL TERMS AND CONDITIONS**

## 1. Eligibility Criteria For Techno-Commercial Bid

- a) Deposit of Earnest Money of ₹.3,000/-.However, MSME/NSIC bidders are exempted from submission of EMD subject to their submission of relevant Certificate for similar services.
- b) Submission of Trade License.
- c) Proof for availability of own fleet of trucks/trailers (minimum 5 nos.).
- d) Minimum two years operating experience of doing transportation job of Loaded /Empty containers in KDS
- e) Minimum turnover of ₹.25 lakhs per financial during last three financial years ending 2016-17.
- f) Registration Certification with PF/ESIC and GST.
- g) The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to be provided.

#### 2. Submission Of Online Bids

The bids should be submitted in single part titled as

Technical / Commercial Bid [Unpriced] & 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.

## 3. Tender Opening

The Technical / Commercial Bid and Price Bid would be opened on the designated date.

#### 4. Acceptance of offers

- 4.1 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.
- 4.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.3.Balmer Lawrie would like to place order for all the items of work as mentioned in the Price bid to a single contractor. The overall L1 status will be determined by looking at the total value quoted by the

bidder based on the estimate quantity against a line item as given in the tender document multiplied by the rate quoted by the bidder. However, BalmerLawriealso reserves the right to split the supply order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates

- 4.4 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.
- 4.5 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.

### 5. Negotiations

- a. 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.
- b. 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.
- c. Balmer Lawrie reserves the right to conduct reverse auction as a method to conduct dynamic negotiation with all qualified bidders. However, decision to conduct reverse e-auction will totally vest at the sole discretion of BL. And the decision of BL would be final and binding to all bidders.

## 6. Price Variation

- 6.1 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.
- 6.2 The quoted rates shall be kept valid for acceptance for a minimum period of 120 days from the last date for submission of tender.

## 7. Notification of Award

Prior to the expiration of the period of Bid validity, BL will place purchase/work order or letter of intent on the successful bidder(s).

## 8. Volume of work

Anticipated/estimated volume of works by way of Containers those will be handled during the contract period of one year are being provided in Quantities of PRICE, SCHEDULE given below .However this is purely an estimate. No claim shall be entertained in the event, the volume of work is substantially lower. The contractor should also be prepared to increase the fleet strength as well as manpower in case volume of business stated above are higher. In case of increase/ decrease of actual volume executed, the bidder has to execute that quantity withoutany further claim of increase/ decrease in rates.

## **Evaluation of Bids:**

The bidder who quotes the overall Lowest after considering all items of work as given in the price bid schedule will be deemed as L1.

#### 9. EMD / Security Deposit

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The bidder should submit Earnest Money of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case bidder revokes or withdraws its offer within validity of the offer or fails to submit PG and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit. While ,EMD of unsuccessful bidder shall be refunded without interest after finalization of the contract, EMD of successful bidder shall be converted into the Security Deposit.

#### 10. Payment Terms

Payment will be made within 30 days from the date of submission of bills provided the same are correct in all respect and certified by authorized representative of the Company. Bill may be submitted on monthly basis after completion of previous month. Appropriate tax [if applicable] like Income tax, Works contract tax and statutory charges, if any will be deducted from the bills as per statutory regulations.

#### 11. Rate

Rates to be quoted as per Price Bid Schedule attached. Rates quoted shall be inclusive of all duties & charges except for GST which shall be paid by BL extra as applicable and as per Govt. norms from time to time. The rate should be kept firm during the period of contract. However, they shall clearly mention the prevailing rates for GST in the hard copy document to be submitted by them.

#### 12. Contract Period

The job is of urgent nature and vendor has to deploy vehicles upon notification from BL. However, the period of contract would valid for a period of 6 months from the date of Work Order.

#### 13. Insurance

The contractor should take necessary insurance for their vehicles but not limited to third party liability. It is further clarified that in case of any accident through their vehicle, the contractor shall be liable to BL or any third party for any loss/damage for cargo or person. A copy of such policy is required to be provided to BL-CFS.

#### 14. Labour Law

The Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men/women employed by them in executing the contract. The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contractor to comply with all or any of the Acts and Regulations, of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Coverage

of ESIC/WC for operator/helper to be undertaken by contractor copy of which is to be provided to BL-CFS, failing which BL will deduct at the applicable rate of ESI contribution from contractor's bill and the same will be deposited with the concerned Authority.

Contractor shall be responsible to settle all the disputes with Workmen engaged by them. Contractor shall indemnify and absolve the Company of all responsibilities related to Page | 12 employment condition of their employees and should adequately safeguard Company against any possible IR problems including related to employment. Notwithstanding the above the contractor should adhere to all employment regulations such as Minimum Wage Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, Provident Fund Act, Gratuity Act, Employees State Insurance Act, Bonus Act and/or any other legislation as is in force and as applicable in respect of this tender, etc.

The Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.

Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the Company for the services rendered other than the fixed rates as covered in this tender.

#### 15. Termination

The contract can be terminated by the contractor by giving 30 days notice to the Company in writing. Similarly, the Company can terminate the contract at any point by giving 30 days notice except otherwise mentioned. However, in case of serious breach of terms & conditions of the contract, the company reserves the right to terminate the contract without any notice and take action as may be necessary under provision of the contract. No compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

#### 16. Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property and containers within KoPT, HDC or CFS/Empty Container yard where jobs under scope of this contract are being carried out by them. Any damage to any life and/or property therein as mentioned due to negligence/mishandling of vehicle by the Operator and /or malfunctioning of the vehicle would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the vehicle used under this contract.

#### 17. 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, fires,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.

#### 18. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Chennai to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Page | 13 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.

### 19. Alternative Arrangement

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the <u>risk and cost</u> of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

# DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No. *BL/CFS-KOL/Haldia Transport Empty Container/18-19* and hereby confirm our acceptance of the same.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos. Office: Fax Nos. :

## Annexure A

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# PARTICULARS OF THE TENDERER'S ORGANISATION

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

# PRICE BID :BOQ

SI. No.	Description of Transportation Job	Qty.	Unit	Rate	Value
1	Cost of Transportation of Empty Container from Haldia dock Complex or any CFS in Haldia to any Empty Container Plot within 3 KM radius to Kolkata Port including toll charges or vice versa. Loading/ unloading charges are extra.	50	FEU		
	TOTAL				

• Quantity is purely prepared for estimation and evaluation. Actual quantity may increase/ decrease as per requirement.

• The above rates quoted shall be exclusive of Empty Plot Charges, which shall be reimbursed to the vendor by BL at actuals (if any) upon submission of original Plot receipt.

• GST to be paid by BL as extra.