Balmer Lawrie & Co Ltd (बामर लॉरी एंड कंपनी लिमिटेड)
(A Government of India Enterprise) (भारत सरकार का एक उद्यम)
Engineering & Projects (इंजीनियरिंग और परियोजनाएं)
21, Netaji Subhas Road (**21,** नेताजी सुभाष रोड)
Kolkata - 700 001 (कोलकाता – **700 001**)

HIRING VEHICLE ON MONTHLY RENTAL BASIS

FOR

CONSTRUCTION SITE

AT

IDCO INDUSTRIAL ESTATE, CHHATABAR, ODISHA

Tender No. EP/TCW/BHU/CAR/03

Tender Date: 23.07.19

Due Date: 12.08.19 at 4PM

Un-priced Bid – PART-A

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NOTICE INVITING TENDER
TENDER NO. EP/TCW/BHU/CAR/03

Balmer Lawrie & Co. Ltd. invite **online bids** from experienced and competent vehicle Bidder for providing a good **air-conditioned Sedan vehicle** of approved make on monthly hiring basis for a period of Ten (10) months which is extendable for further period with mutual consent.

The bids are invited by Balmer Lawrie & Co. Ltd. having its registered office at 21, N. S. Road, Kolkata – 700001. The Prospective bidders must note that the vehicle is required for project related activities. The project site is located at plot nos. 5 & 13(P) of IDCO Industrial Estate, Chhatabar, Khurda District, Odisha.

This is a **2 (two)** part tender comprising of **Part-A (Unpriced)** and **Part-B (Priced).** The Un-priced Part consists of Notice Inviting Tender, Special Instructions for participation in e-tendering, scope of work, general term & conditions etc. The Priced Part consists of Price Bid.

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

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

Tender Details:

Sl. No	Description	Details
1	Name of Service	HIRING VEHICLE ON MONTHLY RENTAL BASIS
2	Tender No.	EP / TCW / BHU / CAR / 01
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	10 MONTHS
5	Tender Fee	Nil
6	EMD	Rs 3,000/- (exempted for MSE & NSIC certified parties

1. **PRE-QUALIFICATION CRITERIA**
   Bidders having following pre-qualification criteria are eligible to apply.

   a. Should have certification of registration
   b. Should have PAN
   c. Should have GST registration
   d. Past work orders (2nos) during last five years ending 31.03.19 for similar service.

2. **DOCUMENTS TO BE SUBMITTED IN HARD COPIES**
   Hard copies of following documents under sealed envelope superscribing name of tender, tender no., bidder's name & address & tender due date to be submitted within the due date:

   a. Stamped & signed copy of this tender document duly filled in relevant pages
   b. EMD as per NIT or valid MSE/NSIC certificate for taking exemption
   c. Copy of PAN & GST registration
   d. Certification of registration
   e. Past work orders as per pre-qualification criteria
   f. Power of attorney if signed by authorised person other than sole proprietor.

   NO HARD COPY OF PRICED BID TO BE SUBMITTED. PRICE TO BE QUOTED ONLINE ONLY

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

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING ONLINE

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal **https://balmerlawrie.eproc.in** Interested parties have to pay EMD as mentioned in NIT by Demand Draft/Pay Order at our above address. The DD/PO for EMD should be drawn in favour of M/s Balmer Lawrie & Co Ltd payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded at the

time of online bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address.

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

The hardcopies of unpriced Bid Documents as explained above under sealed envelope should reach the office of **Head (Technical), Balmer Lawrie & Co Ltd, Engineering & Projects Department, 21 Netaji Subhas Road, Kolkata 700001**, on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 2nd floor at the above address.

1.0 Procedure to submit On-line Bids

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

1.1 **Registration with e-procurement platform**

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

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

Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
Mr. Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.3 **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.

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

2.0 Special Note

2.1 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.
2.2 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.
2.3 No Printed or posted Bids / offers shall be accepted.
2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
2.5 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
2.6 Bidders are requested to provide correct “e-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
2.7 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.
2.8 While submitting online bids, price bid shall be submitted under-price envelope only. If price is submitted under technical envelope, bid may be rejected.

3.0 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 in their offers will not be binding on Balmer Lawrie.
3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

For any Technical clarifications / queries Tenderers are requested to contact Sri Dharmendu Mandal, e-mail : mandal.d@balmerlawrie.com) (from 10.00AM to 06.00PM, Monday - Friday).

SCOPE OF WORK

ROUTES OF VEHICLES AND ITS USAGE

1. The plying route of the vehicle and its starting & ending KM reading will be as:

   From Company's Guest House or any other point in the vicinity as will be decided by the Company to project site as mentioned elsewhere. Usual reporting time at starting point is around 8AM.

   Apart from the above normal routes of to & fro journey, the vehicles will be utilized for any other movements in and around the city in connection with official business based on the instructions of Company's authorized officials and also on Sundays/Holidays as per requirement, which the driver/contractor shall comply with, without any reservation.

2. The Vehicle offered should have required safety provisions such as seat belts for all seats and it should be properly maintained and seat cover should be kept neat and clean always.

3. Air Conditioned sedan vehicle **(Maruti Dzire, TATA Indigo, Honda Amaze or approved equivalent make & model and Manufactured on or after January 2015**) including the driver required for plying in the above said route. The Vehicle should have valid registration for commercial use.

4. The vehicle offered in the tender should be registered in the name of bidder participating in the tender and necessary document for the same to be submitted.

5. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness certificate issued by RTO, on the date of tendering. In case if the validity is getting expired in coming months the renewal has to be done within the expiry date and relevant documents should be submitted.

6. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of vehicles, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, emission regulations or control, PUC, etc. The selected party shall indemnify the Company and compensate it towards any liability arising out of using or running or hiring of the vehicles.

7. The Vehicle should be serviced as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.

8. Guidelines for Driver:

i) Driver engaged by the service provider must hold valid commercial license for driving passenger vehicle since last 5 years.
ii) The service provider must provide clean uniform with shoes to the Driver, but under no circumstances BL Logo or name should be displayed on the uniform.
iii) The Driver must be covered under ESI scheme. In absence of ESI coverage, the service provider must take insurance policy covering risks similar to ESI Scheme.
iv) As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
v) The agency must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender. The driver should be physically fit. All expenses incurred against accident or damage will be borne by the agency.
vi) Driver should not be allowed to drive under the influence of any intoxicant or Liquor.
vii) Driver must be polite at all times and follow road safety rules and norms.

9. Guidelines for Agency:

i) The Agency must submit name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of BL and the documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
ii) The Agency must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which BL is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to BL.
iii) The Agency must provide for fuel, lubricants and consumables including repair, statutory payment etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.
iv) Agency must ensure that the log book is signed by the user.
v) Agency must be the owner of the Vehicle bearing Commercial Registration. Information as per Format -1 should be provided by the bidder.
vi) In case of breakdown of Vehicle under contract, the Agency should arrange for replacement of similar type of vehicle immediately. In case the Agency is not able to provide such replacement, BL can hire vehicle from market and the amount paid/ payable on account of such hiring will be recovered from the Agency.
vii) Toll Tax, parking fees etc. is reimbursable on submission of original documents.
viii) Fines, penalty, interest etc. charged for violation of traffic rule will not be paid by BL under any circumstances.

GENERAL TERMS AND CONDITIONS

1. The tenderers shall fulfill the following eligibility criteria:

a. Payment of interest free EMD of Rs 3,000/- (Rupees Three Thousand only) and the payment of EMD is exempted for MSE/ NSIC Parties.

   Earnest Money deposit (EMD) is exempted for agencies registered under NSIC or coming under the definition of Micro and Small Industries and holding valid registration certificates covering the tendered items/services. Declaration of Udyog Aadhar Memorandum (UAM) by the MSE parties on Central Public Procurement Portal (CPPP) shall be mandatory. Copy of valid NSIC certificate or "Micro and Small" industry certificate must be submitted in this regard.

b. The bidder should have executed two similar orders in last five years in reputed organization (PO to be enclosed).
c. The bidder should have at least 3 cars in its fleet (documents of the cars should be submitted).
d. The bidder should not be Employee of Balmer Lawrie or his/her Family members (Family as defined in BL Policy).

2.0 Submission of Online Bids:

The bids should be submitted in 2(two) separate parts entitled as

[A] Technical / Commercial Bid [Un-priced]

And

[B] Price Bid

For Price Bid, only the rates are to be submitted as per given format.

The entire bid is to have digital signature of the person (applicable for online bidding) having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3.0 Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening - Online.

4.0 Acceptance of offers:

4.1 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

4.2 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.

4.3 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.

5.0 Negotiations:

5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. 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.

6.0 Price Variation:

6.1 The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period.

6.2 The bid shall be kept valid for acceptance for a period of minimum 90 days from the date of opening of the price Bid.

7.0 Notification of Award:

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

8.0 Contract Period:

The contract will be for a **period of Ten (10) Calendar Months effective from the date of placement of order**. The contract may be extended as mutually agreed for extended period on the existing terms & conditions.

9.0 Security Deposit / EMD:

9.1 The successful bidder shall have to deposit an amount equivalent to 5% of the basic order value towards Interest free Security Deposit in the form of Pay order/ Demand draft drawn in favour of Balmer Lawrie & Co Ltd payable at Kolkata within 10days of receipt of the Letter of Intent/ Work Order.

9.2 EMD of successful bidder shall be released after submission of initial security deposit by them. However, the successful bidder can request for adjustment of their EMD towards Security deposit. In such an event, the successful bidder shall have to deposit the remaining amount of Security deposit in the form of Pay order/ Demand draft drawn in favour of Balmer Lawrie & Co Ltd payable at Kolkata.

9.3 The security deposit shall bear no interest and shall be refunded after successful completion of the tendered services.

9.4 Security deposit is liable to forfeiture in the event of the successful bidder fails to provide service as per the terms of the contract/ tender.

9.5 For the successful bidder, the EMD (interest free) will be refunded only after they submit the necessary Security Deposit against the work order placed on them.

9.6 For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgment of the same has been received by BL.

10.0 Payment Terms:

Payment will be released within 21 (twenty one) days from the date of submission of invoice after satisfactory completion of services on certification by our authorized official.

11.0 Penalty:

11.1 Misbehaviour, drunken driving, smoking inside the vehicle, using mobile phone while driving, late reporting, rash/reckless driving. Penalties will be imposed for such behaviours.

11.2 Penalties will be imposed on wrong reporting of vehicle Kilometres.

12.0 Sub-letting of Work:

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of agency contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

13.0 Indemnity & Ensuring safety:

The Agency will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the agency/his workmen employed by the Agency. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The Agency will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

14.0Termination:

The contract can be terminated by either party by giving 2 (two) clear months' notice in writing. However in case of serious breach of contract by the party, company reserves the right to terminate the contract without notice.

15.0Arbitration:

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration & 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. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

D E C L A R A T I O N

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No. EP / TCW / BHU / CAR / 01 hereby confirm our acceptance of the same.

Place :

Date :

Signature of Tenderer :

Name & Address :

Telephone Nos. :

Office :

e-mail. :

PARTICULARS OF THE TENDERER'S ORGANISATION

Sl. No	Description	Tenderer's 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 / Private Limited Co., or Public Limited Co./LLP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC (Registrar of company) uploaded	
8	PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	GST Registration. No.	
11	Name of the Banker	
12	Whether registered under MSE act / NSIC	

DETAIL OF PENALTIES

Sr. No	Details	Penalty in ₹ per instance
1.	**Late arrival beyond 30 minutes:** 1st Instance 2nd Instance 3rd Instance	 Rs 100 Rs 200 Rs 500
2.	**Un cleanliness of Vehicle:** 1st Instance 2nd Instance 3rd Instance	 Rs 250 Rs 350 Rs 500
3.	**Driver poor knowledge of route/ bad behaviour/ irresponsible /unsafe driving:** 1st Instance 2nd Instance	 Rs 250 Replacement to be sought immediately
4.	**In appropriate attire/ unclean uniform of Driver:** 1st Instance 2nd Instance 3rd Instance	 Rs 100 Rs 200 Rs 500
5.	**Break Down of Car -** 1st Instance	Rs 250
6.	**Recurrent malfunction of car**	Rs 1000
7.	**Improper maintenance of log book:** 1st Instance 2nd Instance 3rd Instance	 Rs 100 Rs 200 Rs 500

PART- B: PRICE BID
(Not to be quoted here)

Tender Enq. No. EP / TCW / BHU / CAR / 03

Tenderer should quote the rates as follows:
Rates for hiring of one Air Conditioned Sedan vehicle (Maruti Dzire, TATA Indigo, Honda Amaze or approved equivalent make & model, manufactured on or after January 2015)

Sl. No.	Particulars	Rates / Amount (excluding GST)
1	**Lump Sum Monthly Hire Charge** for Fixed 1500 KMS Running per month along with driver and **12 Hrs**. per day Driver Duty from Monday to Saturday	Rs._____Per Month
2	Additional Rate Per KM over Fixed 1500 KMS	Rs. _____Per KM
3	Drivers Charge beyond 12 Hrs. Per Day	Rs. _____Per Hour
4	Drivers Charge for working on Sundays or Holidays	Rs. _____Per Day
5	Rate for Night Halt to Driver for overnight stay	Rs. _____Per Night
6	Month & year of make of Vehicle offered and Model No *	
7	Signature of the party (Name / Status/ Cell No of person signing)	

Do not quote here

Note: 1. For providing Vehicle on Holiday & Outstation Travel and duty beyond 10 hours, higher of 3 & 4 will be paid. No extra amount is payable to Driver for working on Holiday or where no night halt is involved in case of outstation travel (same day return)
2. L1 will be determined on the basis of rate quoted for item no 1.
3. Tenderers must quote against all the items above, failing which bids shall be rejected
4. Taxes as applicable from time to time.