



Balmer Lawrie & Co. Ltd.

(A Government of India Enterprise)

SBU – Logistics Services

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

Phone: 011 26485556, 26467565.

Notice Inviting E-Tenders

Transportation of containers from ICD Tughlakabad, New Delhi to Delhi Cantt

Conducted at Balmer Lawrie e-Procurement Portal:

<https://balmerlawrie.eproc.in>

Tender No. BL/LS/DEL/07/Dec17 dt.11.12.2017

Due on 17.12.2017 at 1400 hours

Scope of work

Balmer Lawrie & Co Ltd. invites Online bids (dual) from experienced vendors for transportation of 40 Ft containers from ICD, Tughalakad, New Delhi to Delhi Cantt along with loading and unloading services at site. There may be 12 containers (approx.) to be transported and handled as per our requirement.

Registered Vendors

Only Registered vendors with Balmer Lawrie & Co Ltd will participate in the bidding process.

Last/Due Date of Bidding

The last date of online & offline bid submission is on 18 Dec, 2017, till 1400 hrs.

Earnest Money deposit

Offer should be accompanied by a Demand Draft for Rs. 3, 000/- (Rupees three thousand only) towards Earnest Money Deposit executed by any Scheduled Bank drawn in favour of **Balmer Lawrie & Co. Ltd payable at Delhi**. This EMD will be refunded to the unsuccessful bidder (s) after the finalization of the contract. EMD shall not bear any interest. Without EMD, the bids shall not be considered.



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Pre-qualification requirement

1. Submission of EMD of Rs 3, 000/- by DD
2. Possession of PAN Card/No.
3. Possession of Service Tax Regn No. and GST No.
4. Possession of PF/ ESI registration
5. Possession of Valid Fitness Certificate of Crane & Forklift
6. Undertaking as per Annexure B
7. Details to be submitted as per Annexure C

Documentary evidence for the above should be submitted along with Technical bid. Offers received without the documentary support will not be considered.

Validity of offer

Tenderers shall keep their offer valid for a period of 60 days from the due date of submission of tender excluding the due date.

Special Conditions

Earnest Money Deposit (EMD)/ Security deposit (SD)

The EMD amount (i.e. Rs. 3000/-) of successful bidder shall be converted into Security deposit. The Security deposit will be interest free and will be refunded after 60 days from completion/termination of the contract.

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.

The SD amount payable by the successful bidder would be 5% of the contract value (value to be mentioned at the time of contract finalization) by Demand Draft payable



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from any Nationalized/ Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd payable at New Delhi

The entire SD amount 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 provided by the company at the time of contract 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 –

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

Payment terms

Payment shall be made within 30 days from the date of submission of bills duly supported by PoD (Proof of Delivery) slip and after verification.

Payment of bill to the Agency shall not be made in advance in any case.

Income Tax with surcharge shall be deducted at source as per rules.

Price bid

Tenderers are requested to submit Price bid (only online) as per Annexure A.

Actual charges will be reimbursed for toll gate fee, interstate permits fee, MCD toll, DND charges and parking fee against submission of bills/receipts/documents.



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General Terms & Conditions

1. BL 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 blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.
2. **BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part and also reserves the right to negotiate if required during finalization of the contract.** Decision of BL in this context shall be final and shall be binding on the bidders.
3. Tender Committee of the office will first verify the Technical Qualification eligibility and the Committee will duly check and verify that whether a particular bid meets all the technical criteria and whether all the supporting documents have been submitted by the bidder. The Price bid will be opened if the tenderer is qualified in the Technical qualification bid. **All decisions of the company in this regard shall be final. The company reserves the right to reject all or any offer without assigning any reason whatsoever.**

The company shall be the final authority to decide on the acceptance or rejection of an offer and or award of contract to a party or parties.

Bids of any Tenderer may be rejected if a conflict of interest between the bidder and the company is detected at any stage.

PRICE BID MUST BE UPLOADED ON LINE AND NOT TO BE SUBMITTED OFFLINE

4. **Delivery** - To be completed as early as possible but within 48 hrs from the placement of work order.
5. **Detention Charges** – Bidders are requested to quote detention charges per day per truck.
6. **Termination of Contract** - The Buyer shall have the right to terminate this contract if the services are not executed as per the terms and conditions of this contract for causes not attributable to Force Majeure or the Seller is declared bankrupt or become insolvent.



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Risk & Expense clause:

In case the services of transportation are not executed as per the terms of this contract, the Buyer shall after granting the Seller reasonable time but not exceeding 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either or wholly or to the extent of such default.

In case the breach of services that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller be at liberty to execute the services from any other source as he thinks fit, other services of the same or similar description and mode of transportation to make good-

--Such default

--In the event of the contract being wholly determined the balance of services remaining to be executed there under

Any excess of the cost of services executed from any other sources(s) over the contract price appropriate to such default or balance shall be recoverable from the Seller.

The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.



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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.

Date:

Place:

Signature of Tenderer



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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
- Lockout
- Natural Calamities
- Decrees of any Government or
- Any reason other than the above will not be considered as force majeure condition.
- Revolution
- Wars
- Acts of enemies of the state
- Governmental Authority
- Riots

In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstance immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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)



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CONDITIONS FOR ON-LINE AND OFF-LINE BID SUBMISSION

Procedure for online bid submission:

The bidders would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their bids online.

The bidders shall submit their eligibility and qualification documents, technical bid, financial bid, etc., in the standard formats prescribed in the Tender documents & displayed in e-procurement website. The bidders shall submit the copies of all the relevant certificates, documents, etc in support of their eligibility criteria with the technical bid into the tender box put in our office at **32-33, Kushal Bazar, Ground Floor, Nehru Place, New Delhi- 110019**, so as to reach before the due date and time of the tender. The bidder shall sign on the statements, documents, certificates, submitted, owning responsibility for their correctness/authenticity.

Soft copies/scanned copies of documents should also be uploaded on e-procurement portal, wherever required. If a document is bulky, the bidder may submit it only off-line.

Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>. The contact details are:

Name	E-mails	Phone Numbers
1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91-9163254290
2. Mr. Tuhin Ghosh(Kolkata)	tuhin[dot]ghosh[at]c1india[dot]com	+91-8981165071
3. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
4. Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	+91-8939284159
5. Ms. Ujwala Shimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

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

HELPDESK NOs. ARE OPEN BETWEEN 1000 HRS to 1730 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS)).



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Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate (Class I/II as applicable) 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 opening of Price bid 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



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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.

If any bidder fails to supply required documents or EMD, his Price Bid will not be opened and his bid be rejected.

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.



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Annexure A

Price Bid Format

Particulars	Quantity (approx.)	Cost (per unit)	Total
Transportation of 40 Ft Container (12 MT)	12		
Crane	2		
Forklift	2		
Labour	4		
Return- Empty 40 Ft Container (12 MT) after unloading	12		
Detention per day per truck			
All rates are to be quoted exclusive of taxes			

Annexure B

Vendor Undertaking

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

Place:

Date:

(Signature of the tenderer with seal)



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Annexure C

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.	Please mention the single order value executed by you of similar type of job during the last three (3) years.		
7.	Address of the Local Branch Office with telephone no. and Name of the contact person / Branch Manager.	:	
8.	Whether, you are doing / were doing transportation job in our Division or any other units of BL. If so, for how many years?	:	
9.	Do you have any legal cases pending with the Court. If so, please		
10.	PAN NO.	:	
11.	SERVICE TAX REGN. NO.	:	
12.	GOODS & SERVICE TAX REGN. NO		
13.	CONTACT PERSON & PHONE NO.	:	

Note: The bidder is requested to enclose the documented evidences in proof of above against each clause.