



SBU – LOGISTICS SERVICES,
301, Regency House, 680- Somajiguda,
Hyderabad-500082, Telangana, India
Tel. No. 091 - 040 – 24315272 / 23404556
Fax No. 091 – 040-23400958

NOTICE INVITING TENDER

Tender No.BL-E/ TTC/HYD/2019-20/02 dated 25/04/2019

Due date of Tender: 09/05/2019 at 17:00 Hrs

INTRODUCTION

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc. In Industrial Packaging, we are the leading manufacturer of MS Drums, holding the largest market share in India. The Company has a distributed manufacturing base with factories in Mumbai, Chennai, Chittoor, Silvassa, Asaoti, Kolkata and Taloja. Our Plants are ISO Certified and conform to Safety, Health and environment norms.

Balmer Lawrie & Co. Ltd., LOGISTICS SERVICES, HYDERABAD invites bids through on line Tender from resourceful and reputed transporters for **Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores)** by road. for the period from May-19 to May-20 **(one Year)** extendable for another 12 months from the date of intimation / placement of purchase order. address of each delivery location as per Region is attached as Annexure-2

Conducted at Balmer Lawrie e-Procurement Portal <https://balmerlawrie.eproc.in> and the Tender Document can also be downloaded from www.balmerlawrie.com.

Contact details for any clarification over the tender.

Balmer Lawrie & Co.Ltd. SBU-LOGISTICS SERVICES, 301, REGENCY HOUSE, 680, SOMAJIGUDA, HYDERABAD -500082	C1 India Pvt.Ltd. 603,Coral Classic,20 th Road, Near Ambedkar Park,Chembur Mumbai-400 071
Contact Persons 1.Mr.S.Krishnan Mob. 098402 83594 Land Line No.040-23404556 e.mail: krishnan.s@balmerlawrie.com	Contact Person 1.Mr. Tirtha Das. Mob.09163254290 e.mail- tirtha.das@c1india.com 2.Mr.Partha Ghosh, Mob.08811093299 e.mail- partha.ghosh@c1india.com

FORMAT OF TENDER DOCUMENT CONSISTS OF:

A. Instruction for bidders

- B. Tender Base Information**
- C. Pre-Qualification Criteria**
- D. Commercial Terms & Conditions**
- E. General Terms & Conditions**
- F. Annexure- I – Scope of Work & Schedule Of Requirement**
- G. Annexure-II-ADDRESS OF REGIONS**
- H. Annexure- III Details of Bidder**
- I. Annexure-IV - PROFORMA for BG as SD**

The bidder is expected to examine the Tender documents, including all instructions, forms, General Terms & Conditions, Special Terms & Conditions, Technical Specifications and other documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

A. INSTRUCTIONS FOR BIDDERS:

Balmer Lawrie & Co. Ltd., LOGISTICS SERVICES, HYDERABAD invites bids through on line from resourceful and reputed transporters for **Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores)** by road. for the period from May-19 to May-20 (**one Year**) extendable for another 12 months from the date of intimation / placement of purchase order .

SALIENT FEATURES OF THE TENDER:

- i. **The bidder should have registered in Balmer Lawrie Web Portal through M/s. C1 India Pvt. Ltd., for online bidding. First time bidders should get registered through the above process.**
- ii. **Tender Type – National Competitive Bidding Transporters has to participate in this tender through BL e-procurement website: Portal <https://balmerlawrie.eproc>**
- iii. **Tender Category – Two Bid Tender [The tender document consists of Technical & Price Bid.**
- iv. **Pre- Qualification Criteria for bidders is must.**
- v. **Evaluation Type - Item-wise: Prices are compared at individual item level.**
- vi. **Payment of Earnest Money Deposit / Security Deposit**
- vii. **Price Escalation / De-Escalation on increase/decrease of HSD price.**
- viii. **Please Refer to Annexure – I for detailed Scope of Work & Schedule of Requirement.**

1. TENDER DETAILS:

Tender Documents comprises 2 parts: TECHNICAL DETAILS AND PRICE DETAILS

The **BID** 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 decision of the company will be final in qualifying the bidder based on the inputs furnished by the bidder. Company may take into consideration all the bids or reject any or part thereof for consideration without assigning reasons.**

The transporters who wish to participate in e-tender have to register themselves with our service provider **M/s. C1 India Pvt. Ltd.**, prior to participate in the as per guidelines provided under **“Conditions for Online Bid Submission”** in the last pages.

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.

2. TENDER SUBMISSION:

The tenderers have to participate in e-mode, The bidders who submit online are requested to submit the originals of Demand Draft (DD) towards EMD to the tender inviting authority before opening of bid and other uploaded documents at the time of concluding agreement.

The bidder shall invariably furnish the original DD to the tender inviting authority before opening of 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 to the office of **Branch Manager – LS , 301, Regency House, 680-Somajiguda, Hyderabad-500082, Telangana, India, Tel. No. 091 - 040 – 24315272 / 23404556**

3. IMPORTANT POINTS TO BE NOTED:

- i. **Due date for bid submission date: 09/05/2019 hrs: 17:00**
- ii. All documents required in the tender can be deposited in the Tender Box at **our 301, Regency House, 680- Somajiguda, Hyderabad-500082, Telangana, India .**
- iii. The term **“BL”** wherever mentioned in the tender document refers to **“Balmer Lawrie & Co. Ltd.”**
- iv. **BL would be the Purchaser. The successful bidder will be the Service provider.**
- v. **This document is the Tender.**
- vi. **The Acceptance of the Order by the successful bidder will form the contract.**
- vii. **Bid Security / Earnest Money Deposit (EMD)/ Bid Bond.**
- viii. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- ix. **NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.**

4. 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 BL's Website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

5. **BID VALIDITY:** The Price Bid submitted by bidder shall remain valid for a period of 12 MONTHS from the date of opening of the Bid extendable for another 12 months from the date of intimation / placement of purchase order.

6. BID REJECTION CRITERIA:

A bid may be rejected if

- If the bidder fails to send the Earnest Money Deposit (EMD)/Bid Bond amount within the bid due date.

- The deviations from the terms mentioned in the document affects in any way the scope, quality and performance.
 - Conflict of interest between the bidder and the Company is detected at any stage.
7. **CLARIFICATION** : Clarifications that the Bidder needs to have on the tender specification can be sought from BL in writing within one week from the date of issue of this enquiry. All clarifications shall be by e-mail (Only email queries shall be replied)
8. **COMPLETE SCOPE OF WORK:** The complete scope of work has been defined in Annexure- I of the tender document. Only those bidders who take responsibility and bid for the complete scope of work may be considered for further evaluation.
9. **TENDER DOCUMENTS AND DEVIATIONS:** It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. Deviation from technical specifications, as given in the Tender Document would invite immediate dis-qualification from further consideration of the bid.

B. TENDER BASE INFORMATION

1.	Tender No.	:	<u>BL-E/TTC/HYD/2019-20/02 dated 25/04/2019</u>
2.	Tender Title	:	Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores)
3.	Tender Description	:	Transportation of Material/Container from Chennai Port/Balmer Lawrie CFS to Telangana State Ramagundam .
	Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores) by road. for the period from May-19 to May-20 (one Year) extendable for another 12 months from the date of intimation / placement of purchase order .		
4.	Tender Type (NCB / ICN / Limited) (National Competitive Bidding–NCB, Inter-national Competitive Bidding–ICB)	:	N C B
5.	Factory / Division	:	LOGISTICS SERVICES., HYDERABAD
6.	Currency (India Rupees / U S Dollars)	:	INDIAN RUPEES
7.	Section / Sub-division	:	-
8.	Tender Category (Single Bid/ Two Bid / EOI)	:	TWO BID
9.	Evaluation Type: (Item-wise: Rates are compared at individual item level , Schedule-wise: Rates are compared as groups of similar items)	:	<p>L1 for overall tender value will be considered first with the estimated volumes Sector wise L1 rate will also be identified.</p> <p>In the event for any reason, L1 is not able to absorb the full volume of business at any point of time, the following order of distributions will be adopted:</p>

			50% to Overall L1 25% to L2 at the negotiated rates 25% to L3 at the negotiated rates In any event, the right to award of the contract either in split manner or combined manner vests with the company without assigning any reason and as it deems prudent under the circumstances. In case L1,L2,L3 not able to place the vehicle opportunity will be given to other vendor for place the vehicle as per L1 rate.
10.	Estimated Value (min)	:	100 L
11.	Estimated Value (max)	:	300 L
12.	Payment Level (Tender Level / Item Level)	:	Item Level
13.	Currency of payment		Indian Rupees (INR)
14.	EMD Amount	:	50000/-
15.	Payment Mode	:	Demand Draft only , Cheque / Cash or any other forms of payment are not acceptable
16.	Payable at	:	HYDERABAD , in favor of M/s. Balmer Lawrie & Co. Ltd.
	The Demand Draft/Pay order has to be made from a Scheduled Indian Bank . The EMD/Bid Bond to be deposited within the Due date for the tender. Earnest Money Deposit can also be made directly to our SCB BANK ACCOUNT (Account No. 44605093531 , IFSC- SCBL0036075) through electronic transfer and proof of transfer of funds deposited with us.		

C. PRE- QUALIFICATION CRITERIA

- The bidder shall have minimum of **two years experience** in transportation of goods [preferably in export/import container transport] with reputed companies [copy of certificate in support of experience to be submitted].
- The bidder should have a **minimum average annual turnover** of Rs. **25.00 Lakh** in the last three financial years [i.e. 15-16 , 16-17 & 17-18] and the bidder has to submit copies of their company's Balance Sheet [or] **Business Turnover Statement or Income Tax Return** duly **certified by a Chartered Accountant** as documentary proof in support of their business turnover.
- The bidder should have executed at least one single order value of minimum of Rs.6.00Lakh in any one year of the last three financial years [copies to be furnished].
- The bidder should own / have attached **minimum of 3 trailers** for export transportation work, of which a minimum of **2 Trailers must be their own** and **1 Trailer may be Attached / Leased**. The trailers offered and should have a **minimum carrying capacity of 26 mt of cargo and addl.tare weight of marine containers**. The bidder has to provide the details such as copies of RC Book, Insurance, permit etc. for the above trailers and also the size of each trailer.

5. **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 1 Tractor.**
6. Copy of PAN & GST Registration must be enclosed.

7. EARNEST MONEY DEPOSIT (EMD)/BID BOND:

Earnest Money Deposit Amount to be deposited in the form of Pay order / Demand Draft in Favour of Balmer Lawrie & Co. Ltd, payable at Hyderabad for INR 50,000/- (Rs. Fifty Thousand only). Bidders have to submit Earnest Money Deposit by Demand Draft/Pay order/Bank transfer in favour of Balmer Lawrie & Co. Ltd., payable at Hyderabad, India. The Demand Draft/Pay order has to be made from a Scheduled Indian Bank. The EMD/Bid Bond to be deposited within the Due date for the tender. Earnest Money Deposit can also be made directly to our SCB BANK ACCOUNT 44605093531, IFSC- SCBL0036075) through electronic transfer and proof of transfer of funds deposited with us.

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

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.

8. SECURITY DEPOSIT [SD]:

The SD amount payable by the successful bidder would be 5% of the contract value by Demand Draft payable from any Nationalized / Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at Hyderabad. The Security Deposit may be submitted within 15 days of receipt of the Purchase Order. Security Deposit can also be made directly to our SCB BANK ACCOUNT (44605093531, IFSC- SCBL0036075) through electronic transfer and proof of transfer of funds deposited with us.

The Successful bidder is required pay 50% of the above SD upfront within 15 days from the date of receipt of order. And the balance 50% shall be built up from their running bills @ 10% subsequently till the entire balance SD amount is built up.

[or]

The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 15 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 will only be used for submitting the BG.

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful delivery of the tendered service and

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a. Non Supply after Acceptance of Purchase Order.
 - b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
 - c. Successful Bidder violates the tender conditions.
 - d. If the performance of the bidder is found to be unsatisfactory
 - e. Any unilateral revision made by the successful bidder during the validity period of the contract.
7. **The vendor should provide Solvency Certificate from their Banker.**
8. **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 support documents.**
9. **Only those bidder who meet the above pre-qualification criteria will be qualified for considering the price quoted by them.**

COMMERCIAL TERMS & CONDITION

1.	Period of Contract: May-19 to May-20. However, extendable for further period of twelve Months prior to expiry of contract at the same terms and conditions. The exact date of commencement of the contract shall be decided based on the finalization of the contract.
2.	<u>The quantity mentioned under schedule of requirement is merely indicative</u> and the company cannot give any commitment. The company reserves the right at its discretion to enhance the ordered quantity .
3.	The rate quoted shall be on “per material/ container Basis on one way or round trip basis” only and the Rate quoted would include Toll charges and other incidentals including manual stuffing/non stuffing charge.
4.	NO waiting charges will be paid at Unloading point
5.	Transporter ensure that the material is loaded properly against possible damage. Any loss or damage in transit due to negligence of transporter will be the Transporter account.
6.	Any damages/theft of the goods under transportation shall be recovered from the bills of Transporter
7.	Any vehicle reaching the site after 1.00 PM would be treated as reached as on 7.00 AM of the succeeding day
8.	The material shall be unloaded by consignee at stores within Ramagundem Region(RG-1, RG-2, RG-3, ALP & BHP Stores).
9.	We should have valid Road permits/registration etc. Material should be handed over at destination correctly as per challans.
10.	The transport work will be carried out as and when the imported consignments arrive at Chennai Sea port/clearing agents Godown at Chennai after clearance from Customs at Chennai.
11.	The transporter shall agree to Income tax deductions by the Balmer Lawrie from the bills at the rate applicable from time to time.

12.	The transporter should not engage workmen below 18 years of age.
13.	The vehicles should not be more than 6 years old.
14.	<u>Inter change / transfer of ordered quantity among destinations</u> within the awarded estimated order value of the contract shall be made by the company.
15.	In the event of failure of any one of the successful bidder to provide the required number of Trailers as per company's requirement, the company shall <u>inter change / transfer of ordered quantities among destinations</u> to the other successful bidder[s] subject to matching of the L1 rates by L2/L3/L4
16.	The offer submitted by bidder should be valid for the company's acceptance for a period of 12 months from the due date of opening of price bid with extended period of 12 months.
17.	The bidders are requested visit our office, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before participating in this e-tender.
18.	Any change in statutory levies imposed by Union / State Govt. on the transport service shall be made applicable appropriately.
19.	<p>AWARD OF CONTRACT</p> <p>The company with mutual agreement with the successful bidder</p> <ol style="list-style-type: none"> May enhance the ordered quantity Shall extend the contract for further period of twelve months at the same terms and conditions prior to expiry of the contract. Shall interchange of order quantities among the destinations for individual transporter within the order value. <p>In the event of failure of any one of the successful bidder to provide the required number of Trailers as per company's requirement, the company <u>shall inter change / transfer of ordered quantities among destinations</u> to the other successful bidder[s] on mutual agreement.</p>
20.	<p>PRICE ESCALATION / DE-ESCALATION:</p> <p>Diesel price variation towards only the inland transportation of consignments shall be considered. For this purpose ,the following formula is used and is applicable during the contractual period,</p> <ol style="list-style-type: none"> Percentage increase/decrease in the inland transportation rate=percentage increase/decrease in diesel price x 25% (considering diesel component as 25% of the rate) The diesel price at kothagudem as on opening date of the tender will be considered as base price(1 Ltr=----/-
21.	<p>PAYMENT:</p> <ol style="list-style-type: none"> 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 30days from the date of submission of bill as recorded by our sales administrative dept. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of containers /material by consignee without any comments . Bills will not be accepted by us for payment without DC acknowledgment.
22.	<p>Transporter should ensure that the material is loaded properly against possible damage. Any loss or damage in transit due to negligence of firm shall be the risk of transporter.</p> <p>The material shall be unloaded by consignee at stores within ,Ramagundem Region(RG-1,RG-2,RG-3,ALP & BHP Stores).</p>
23.	<p>VEHICLE DETENTION CHARGES</p> <p>It is estimated that the vehicles will get detained for the purpose of / during unloading processes at</p>

	<p>respective locations. Successful vendor is expected to consider 48 hours of unloading time in the process and quote accordingly. When vehicles are detained for more than 48 hours, quotes for detention is to be given in the price bid column for every additional 24 hours after the first 48 hours. The security/authorized agency's entry and exit records alone will be considered for this purpose. (subject to Section D(Commercial terms and conditions, POINT NO:7)</p> <p>In case the vehicle detained outside the premises of the customer it should be recorded vehicles with proof. Evaluation of detention in the price bid:</p> <p>The detention charges quoted by the tenderer will not be reckoned for arriving at the L1 for total freight. The successful tenders based on the total freight will be required to match and adopt the least of the detention quote while billing.</p>
24.	<p>PENALTY & RISK PURCHASE CLAUSE:</p> <p>(i) NON-PLACEMENT OF TRAILERS & DELIVERY: - The successful bidder shall place the TRAILERS as per our requirement / daily call-ups and lift the CONTAINERS within 24 hours of telephonic 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.</p> <p>(ii) In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel 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 successful bidder. <u>If such failures is of frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder.</u> The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.</p>
25.	Exclusive Clause - The successful bidder should ensure to make available the trailers without diverting them to any other freight forwarders.
26.	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.
27.	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.
28.	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.
29.	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.
30.	The Successful bidder shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition.



D. GENERAL TERMS & CONDITION

1.	Purpose of the contract: This contract is for placement of trailers for transportation of Empty containers and for return of laden containers as set forth in the work order and as per the schedule to the work order.
2.	The quantity indicated is only an estimate, based on the present level of our requirement and is subject to variation depending upon the actual needs from time to time
3.	The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.
4.	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.
5.	Once the empty containers are loaded on the successful bidder's trailers, 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 port authorities.
6.	All the trailers to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.
7.	The successful bidder will have to provide agreed number of sturdy trailers in good working condition to clear the entire quantity of our requirements as per schedules.
8.	The successful bidder will be responsible for the welfare and discipline of his employees inside our customer premises and port premises. 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.
9.	The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
10.	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.
11.	The trailers 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 brake lights should be in working condition. The load carrying capacity to be written in predominant place. Driver should have valid driving license.
12.	HEALTH, SAFETY AND 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 Trailers 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. a. Drivers should possess a valid driving license.

	<ul style="list-style-type: none"> b. Each TRAILOR should have a cleaner c. Driver and cleaner should wear Shirt and Pant only. d. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes. e. TRAILOR platform to be free from rust, dents sharp areas and uneven surfaces. f. All the tyres should have proper treads. g. Head lights, indicators and reverse horn to be in working condition. h. All the Trailers should have a valid pollution / emission control certificate apart from other statutory requirements. i. Any person accompanying the TRAILOR should not be drunken and if found the TRAILOR will be blacklisted. j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers. k. Over all Trailers should be in a well maintained condition. l. Copy of the HSHE Policy of some of our customers will be provided to successful bidders and this must be strictly adhered at our customer premises.
13.	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.
14.	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.
15.	<p>Delay due to Force Majeure</p> <p>In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above. BL reserves the right to ask Bidder to suspend service covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.</p>
16.	<p>Statutory Provisions</p> <p>The transporter 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 transporter or his agents or his employees in carrying out the job of the transporter. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.</p> <p>The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.</p>
17.	<p>Termination</p> <p>Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:</p>

	<ol style="list-style-type: none"> 1. The bidder fails to comply with any material term of the Contract. 2. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. 3. The bidder fails to deliver the item within the stipulated Delivery Period 4. The bidder becomes bankrupt or goes into liquidation. 5. The bidder makes a general assignment for the benefit of creditors. 6. A receiver is appointed for any substantial property owned by the bidder. 7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder. <p>Upon receipt of said termination notice, the bidder shall immediately stop the service.</p> <p>On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited</p>
18.	<p>ARBITRATION:</p> <p>If any dispute or difference arises between the Parties inter alia in respect of the interpretation of this Agreement or of the rights or liabilities of either in respect of anything done or omitted or to be done or omitted hereunder, the Parties shall endeavor to settle such dispute amicably. If the dispute is not amicably resolved within a period of 30 (thirty) days from the date of receipt of such notice by a Party, the dispute shall be settled by reference to the following for resolving disputes. Dispute or difference shall be referred for adjudication at Mumbai to a sole arbitrator to be appointed by Head[IP], Balmer Lawrie & Co Ltd.</p> <p>The place of Arbitration shall be Mumbai, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties. It is expected that the arbitral award shall be a speaking award setting out reasons thereof. In making the award, the arbitrator(s) shall be bound by the intention of the Parties insofar as the same can be ascertained from this Agreement.</p>

19.	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 container” only and the Rate quoted includes Toll charges. Rate quoted any other basis is not acceptable and the bid will be rejected.
d.	We would provide suitable Trailers for transporting containers with a minimum carrying capacity of 26 MT OF CARGO PLUS TARE WEIGHT OF CONTAINERS
e.	We are aware that the contract shall be extended for a further period of THREE MONTH prior to expiry of the contract at the same rate terms and conditions on mutual agreement.
f.	We are aware that the estimated tender quantity may be increased.
g.	We are aware that the company shall inter change / transfer of ordered quantity among destinations within the awarded estimated order value of the contract.
h.	We are aware that in the event of failure of any one of the successful bidder to provide the required number of Trailers as per company’s requirement, the company shall inter change / transfer of ordered quantities among destinations to the other successful bidder[s] on mutual agreement.

i. We are aware of the Penalty & Risk Purchase Clause of this tender, in case of non-performance and failure to place Trailers against company's call ups.		
j. The offer submitted by bidder should be valid for the company's acceptance for a period of 90 days from the due date of opening of price bid.		
k. The contract if any awarded against this Tender will be valid for a period of SIX MONTHS . However, the exact date of commencement of the contract shall be decided based on the finalization of the contract.		
Company Seal	Signature	
	Name	
	Designation	
	Company	
	Date	

E. SCOPE OF WORK & SCHEDULE OF REQUIREMENT – ANNEXURE - I

Item Description	Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores).
Specifications	As per attachments enclosed
Nature of Work :	Transportation of (one way/Round Trip) material /Container from Chennai port/Balmer lawrie CFS to Telangana State Ramagundam Region (RG-1, RG-2, RG-3, ALP & BHP Stores) .

ADDRESS OF ANNEXURE-II

SNO	AREA	ADDRESS OF AREA
1	RAMAGUNDAM RG-I	GODAVARIKHANI, PEDDAPALLI DIST, TELENGANA. PIN-505209.

2	RAMAGUNDAM RG-II	8 INCLINE COLONY, GODAVARIKHANI, PEDDAPALLI DIST, TELENGANA. PIN-505211.
3	RAMAGUNDAM RG-III	CENTENARY(PO), GODAVARIKHANI, PEDDAPALLI DIST, TELENGANA. PIN-505212.
4	BHOOPALAPALLI (BHP)	BHOOPALAPALLI(PO), JAYASHANKAR DIST, TELENGANA. PIN-506169.



F. DETAILS OF BIDDER - ANNEXURE-III

1.	Name of the Transporting Company	:	
2.	Address of the 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 Trailers dedicated / owned by the Company with model & Capacity.	:	
8.	Size of the TRAILOR Body (Inside measurement in feet) Length X Breadth X Height of Vehicle Nos.	:	
9.	No. of Trailers that can be leased / hired per day.	:	
10.	Address of the Local Branch Office at Chennai with telephone no. and Name of the contact person / Branch Manager (within South India)	:	
11.	List of Parties to whom you have done Transportation contract work - Attach Xerox copies of work orders	:	
12.	No of Trailers having State Permit (mention clearly the States)	:	
13.	Certificate from the Bankers as proof of address and banker solvency certificate	:	
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.	EMD/SD CERTIFICATE	:	
16.	PAN NO.	:	
17.	SERVICE TAX REGN. NO.	:	
18.	CONTACT PERSON & PHONE NO.	:	

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



G. PROFORMA for BG as SD. ANNEXURE-IV

(To be provided by successful bidder only)
Proforma of the Bank Guarantee
(Security Deposit – 5% of order value)

BALMER LAWRIE & CO. LTD.
5, J N HEREDIA MARG, BALLARD ESTATE,
MUMBAI – 400 001.

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 the Supply of "trailers for transportation" 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 _____ (state the address of 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.

Yours faithfully,

Dated:

CONDITIONS FOR ONLINE BID SUBMISSION**1. Registration with e.Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.

Contact Nos. and email IDs for C1 India helpdesk officers

Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299

Or

Balmer Lawrie's officials.

Contact nos. and e.mail ID's

1. S. Krishnan, Ph: 09840283594, Email: krishnan.s@balmerlawrie.com

2. Usha Srinivasan, Ph:09849236475, Email: srinivasan.u@balmerlawrie.com

Pre-Requisites Before Login to System(Software requirements.)

a. Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

b. **Operating System:**

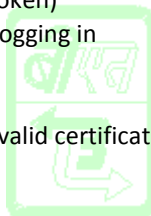
- Windows 2000 Professional
- Windows XP

c. **Browser Version:**

- Internet Explorer Versions 6.0 SP2 and above

d. **Java Component:**

- Go to Control panel>Add/Remove Programs>
- Check whether Java Runtime Environment is installed on your machine or not.



2. **Procedure for Bid Submission :** The bidder shall submit his response through bid submission to the tender on e. Procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

3. **Digital Certificate authentication:** The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.

4. **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.

5. **Submission of Hard copies:** After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our Ballard Estate 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. 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

black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

- 6. 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.

