

BALMER LAWRIE & CO LTD.,
LOGISTICS
628 ANNA SALAI, CHENNAI 600 018

TENDER FOR SURFACE TRANSPORT OF EXPORT CARGO FROM TECKNOWELD ALLOYS UNITS LOCATED AT PERUNGUDI AND ORAGADAM TO CHENNAI / KATTUPPALLI PORT IN CLOSED MARINE CONTAINERS.

TENDER NO. BLC/TRANSPORTATION/ 008 / 2019-20 DT. 29 / 05 /2019

DUE ON : 03 / 06 /2019 - 1300 HRS

SCOPE OF WORK

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered here in below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

We propose to Handle Export container Transportation of 6 Nos of 20GP/HD and 4 Nos of 40 GP/HC Marine containers. The volume will be mix of all the activity as per price bid format enumerated separately in the following pages.

1.The broad responsibility areas of the Contractor will inter alia be as under:

- a) Transportation of empty container for export movement from the liner nominated plot in Chennai to the TECHNOWELD ALLOYS, Plot No. 114, Developed Plots, Industrial Estate, Perungudi, Chennai 600 096 for stuffing of export cargo at shipper's premises and to bring back the laden container to CWC Thiruvottiyur to complete Customs under DPE scheme for the shipments ex Chennai Port, after customs clearance, movement to the Chennai Port (CCTL/CITPL/) in order to unload the customs cleared laden container at the respective terminal inside the Chennai Port.
- b) Transportation of empty container for export movement from the liner nominated plot in Chennai to the TECHNOWELD ALLOYS, Plot No. 114, Developed Plots, Industrial Estate, Perungudi, Chennai 600 096 for stuffing of export cargo at shipper's premises and to bring back the laden container to the Kattuppalli Port for the shipments planned ex Kattuppalli Port, and to unload the self-sealed laden container at the respective place earmarked for DPE scheme inside the Kattuppalli Port.
- c) Transportation of empty container for export movement from the liner nominated plot in Chennai to the TECHNOWELD ALLOYS, B-37, Oragadam Industrial Corridor, Oragadam 602 105. for stuffing of export cargo at shipper's premises and to bring back the laden container to CWC Thiruvottiyur to complete Customs under DPE scheme for the shipments ex Chennai Port, after customs clearance, movement to the Chennai Port (CCTL/CITPL/) in order to unload the customs cleared laden container at the respective terminal inside the Chennai Port.

- d) Transportation of empty container for export movement from the liner nominated plot in Chennai to the TECHNOWELD ALLOYS, B-37, Oragadam Industrial Corridor, Oragadam 602 105 for stuffing of export cargo at shipper's premises and to bring back the laden container to the Kattuppalli Port for the shipments planned ex Kattuppalli Port, and to unload the self-sealed laden container at the respective place earmarked for DPE scheme inside the Kattuppalli Port.

Besides;

- i Ensure adherence to all safety norms.
- ii To undertake to collect pick up / delivery documents from our operation staff at the loading / pick up points or wherever necessary
- iii The contractor should bear the common incidental expenses for the entry/ exit/ unloading of the cargo at the delivery place. However, extra-ordinary / exclusive expenses specific to any customer will be dealt with separately on case to case basis.
- iv The contractor needs to submit Endorsed on LR (with gate in and gate out date Signed and stamped at Factory) or any other document being the Supporting for detention if any etc.,

The above list is only illustrative and not exhaustive and the contractor will arrange for necessary transportations works as and when required and as instructed by the company officials.

2. Deployment of vehicles

The Contractor will be required to place the vehicles immediately on award of contract as per the instructions from time to time.

The contractor should take out a third party insurance cover for all vehicles to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the vehicles. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as driver's wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

3. Deployment Of Manpower & Working Hours

The Contractor should provide all safety equipment required by their workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the transport Contractor/his workmen. The Contractor will take out Insurance cover of all his employees under Workmen Compensation Policy and as required under any other statute

The Contractor should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside the premises and adhere to the administrative rules of the company while working inside the CFS/ customs complexes / port premises.

It is clearly understood that the drivers engaged by the Contractor should have valid licence. It will be the duty of the Contractor to engage adequate number of efficient and effective Supervisors etc at his own cost for carrying out the work.

4. Lifting of proper Marine Container from Liner's Plot

The Contractor should ensure that the proper / damage free containers being picked from the liner plot (fit for stuffing the commodity intended for export movement) in all aspects.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

Those transporters who are registered with Balmer Lawrie & Co Ltd., are alone can participate. Those who are registered with our company are advised to enroll in the e-procurement portal also to view and participate in the tenders.

Tenderers who are not registered with logistics Division, but registered with other Divisions/Locations of Balmer Lawrie are required to submit the proof of registration / work order copies to consider their offers.

02. Submission Of Online Bids

The bids should be submitted as a Single Bid.

[A] Price Bid

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

02. Tender Opening

[A] Price Bid will be opened in line with the tender calendar.

03. Acceptance of offers

3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any number of trips/, less than or more than the tendered trips, without assigning any reason thereof.

- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie also reserves the right to split the work order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 3.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.
- 3.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or will be rejected.
- 3.6 Wherever conflict of interest arises with the bidder at any stage of the tender process, those tender(s)/bid(s) will be rejected/cancelled. Company's decision in this respect is final and binding.

04. Negotiations

- 4.1 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.
- 4.2 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 revised quotation at its discretion with attendant consequences for the bidder.

05. Price Variation

- 5.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 5.2 The quoted rates shall be kept valid for acceptance for a period of minimum 30 days from the date of opening the price Bid.

06. Notification of Award

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

07. Contract Period

The contract will be for a period of **3 months effective from the date of award of the Contract** or such date as may be mutually agreed. On satisfactory performance during the initial contract period of **3 months**, the contract may be extended subject to mutual consent for another period of three months on the existing terms & conditions.

08. Performance Guarantee

The L1 Bidder who will be awarded -- % of the order value should submit Performance Guarantee for -----/- (Rupees ----- only) has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence of the contractor / mishandling / malfunctioning or non-performance. The Performance Bank Guarantee should be valid for a period of 06 (Six) months from the date of commencement of contract. In the event of extension of contract for a further period of 03 (Three) months after initial contract period, the Performance Bank Guarantee will be required to be extended for another 06 (Six) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of the company. This performance guarantee will not bear any interest.

09 Volume of work

No assurance on volume shall be given regarding any item of work at any time during the validity of the Contract. However the Company is expecting movement of about 10 numbers which mainly consist of 4 Nos of 40GP/HC containers and 6 Nos of 20GP/HD containers and and the volume will vary since it is purely depend on the actual requirement of the Exporter. This estimate is furnished to the tenderers without prejudice and without any commitment on the part of BALMER LAWRIE. The nature of work will also be subject to variation depending on the requirements. Any variation / addition / deletion in the items of work/changes in volume indicated shall not form a basis for any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

10.The Price Bid is explained as below:

SL.NO	DESCRIPTION	BID AMOUNT IN RS
1	ROUNDTRIP TO PORT- 20 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)	
2	ROUNDTRIP TO PORT- 40 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)	
3	ROUNDTRIP TO PORT- 20 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR	

	STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD	
4	ROUNDTRIP TO PORT- 40 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD	
5	ROUNDTRIP TO PORT- 20 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)	
6	ROUNDTRIP TO PORT- 40 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)	
7	ROUNDTRIP TO PORT- 20 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD	
8	ROUNDTRIP TO PORT- 40 ` EXPORT – EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD	

The decision of the company in awarding the Bidders will be final and binding.

11. Penalty due to non-performance

In case of successful bidder failing to honour the terms and conditions of contract, the Company shall be at complete liberty to make alternate arrangements at through L2 bidder or other operators from the open market and any additional cost incurred by the Company in this regard shall be fully recovered from the successful bidder's bills. The Company shall also at liberty to recover in full the charges towards demurrage or detention, if any, imposed by the Company's clients on the Company. In case of any shortage / damage / deterioration / loss of goods for whatever reason, while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage /shortage/loss/deterioration.

In case of damage to the cargo / property, by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the surveyor / shipping line / or any other competent authority within

stipulated time failing which the Company or its authorized agency will be free to make good the losses at contractor's 'Risk and Cost', and charges on account of such losses will be fully recovered from Contractor's bills.

12.Payment Terms

Payment will be made within 21 days from the date of submission of each service bill duly certified by company officials with all relevant supporting documents.

13. 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 contractor directly or indirectly to any person, firm, or corporation without the written consent from the company.

14. Indemnity

The Contractor 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 contractor/his workmen/due to malfunctioning of the trailers/equipments employed by the contractor. 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 contractor 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 by the bidder to the employees of the bidder. Such demand shall be settled by the bidder directly.

15.Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc and also within CFS yard. Any damage to any life and/or property while performing the duty for Balmer Lawrie due to negligence/mishandling by the staff / drivers and /or malfunctioning of the trailers would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the vehicle deployed for Balmer Lawrie.

16. Termination

The contract can be terminated by either party by giving 1 clear months' notice in writing. However in case of serious breach of contract by the Contractor the Company reserves the right to terminate the contract without notice.

17. Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance. Performance under the contract shall be resumed as soon as practicable once the "event" come to an end.

18. Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

ISSUED BY:

J Thiyagarajan, Sr. Branch Manager (LS)

Balmer Lawrie & Co. Ltd., Logistics (FF) No. 628, Anna Salai, Chennai 600 018

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ENCLOSURE: DECLARATION FORM BY THE TENDERER

PRICE BID FORMAT

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BLC/Transportation /008/2019-20 and hereby confirm our acceptance of the same.

We confirm that the particulars / attachments furnished are true and correct.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

PRICE BID FORMAT

SL.NO	DESCRIPTION	BID AMOUNT IN RS PER CONTAINER	DETENTION PER DAY / PER CONTAINER
1	ROUNDRIP TO PORT- 20 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)		
2	ROUNDRIP TO PORT- 40 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)		
3	ROUNDRIP TO PORT- 20 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD		
4	ROUNDRIP TO PORT- 40 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, PERUNGUDI PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD		
5	ROUNDRIP TO PORT- 20 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)		
6	ROUNDRIP TO PORT- 40 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO CWC, THIRUVOTTIYUR FOR COMPLETING CUSTOMS UNDER DPE, THEN MOVEMENT TO CHENNAI PORT (CITPL /CCTL)		
7	ROUNDRIP TO PORT- 20 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD		
8	ROUNDRIP TO PORT- 40 ` EXPORT - EMPTY CONTAINER PICKUP FM LINER PLOT TO TECKNOWELD ALLOYS, ORAGADAM PLANT FOR STUFFING, SELF SEALED LADEN CONTAINER BACK TO KATTUPPALLI PORT TO UNLOAD IN DPE YARD		

Note :

1. Halting will be calculated at loading or unloading place after 1 day (beyond 24 hours). However, if the empty / laden trailer reaches after office hours either at Loading / Unloading point, detention will be considered from the working hours of the following working day.
2. Lumpsum cost need to be quoted

SIGNATURE OF THE TENDERER.