



बामर लॉरी एण्ड कं. लिमिटेड  
(भारत सरकार का एक प्रतिष्ठान)  
**Balmer Lawrie & Co. Ltd.**  
(A Government of India Enterprise)

www.balmerlawrie.com

Limited Tender : **0100LE01444 dt. 26.07.2019**

Dear Sirs,

Sealed offers are invited for **Transportation of OH Conical Barrel by road in 40 feet ISO Container on Trailer from Barrel Plant**, Plot No. G-15, G-16, G-17 M.I.D.C. Industrial Area, Taluka: Panvel, Dist.: Raigad, Navi Mumbai, Maharashtra 410208 to our customer **M/s. INDUS BEST MEGA FOOD PARK PVT LTD**, Village Bemta- Sarora, Near Raipur, Chattisgarh.

The terms and conditions and the Bid Form are enclosed herewith.

Your completed tender form duly sealed and super scribed "**Tender for transport of MS OH Conical Barrel to Raipur**" should reach

**Senior Manager (SCM),**  
**M/s. Balmer Lawrie & Co. Ltd.- Industrial Packaging Division,**  
(Government of India Enterprise)  
5, J N Heredia Marg, Ballard Estate,  
Fort, Mumbai 400 001

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The **last date for submission of bid** for the above tender is at **3.00PM on 05.08.2019.**

Details of the tender are also available in our company's website **www.balmerlawrie.com.**

Thanking you

Yours faithfully  
for Balmer Lawrie & Co. Ltd.

N D Yadav  
Deputy Manager (SCM)  
Mo 8879294183

## TERMS AND CONDITIONS

1. The term “**Company (or) BLCL**” wherever mentioned in the tender document refers to “**BALMER LAWRIE & CO. LTD.**”
2. The term “**bidder**” means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. **Specification of Barrel:** Empty OH Conical Steel Barrel of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weight approximately 10 Kgs. to 14Kgs.
4. **Purpose of the contract:** This contract is for placement of 40 feet ISO Container on trailer for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
5. Period of Contract is **From Aug 2019 to Oct 2019 (3 month) on Staggered / Need basis.**
6. However, company on mutual agreement with the successful bidder as per tender terms shall **extend the contract period or increase the contract quantity or place repeat order.**
7. The company reserves the right to **pre-close the contract** awarded to the successful bidder vide above tender due to any administrative reasons.
8. Quantity mentioned indicative and is subject to change depending upon market conditions.
9. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
10. **Union Govt. proposes to implement Goods & Service Tax w.e.f. 1<sup>st</sup> July 2017 and accordingly the bidders are required to provide GST Registration Mandatory Data as sought in the Bid Form.**
11. The offer must be kept valid for a minimum period of **30 Days** from the date of opening the offer.
12. **Stacking / Loading: (VERTICAL Stacking):** The barrels can be stacked & nested in Vertical condition on pallets.
13. **Price shall remain Firm during pendency of contract period.**
14. **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 favour of Balmer Lawrie & Co. Ltd., payable at **Mumbai**. Cheque / Cash or any other forms of payment are not acceptable towards SD.  
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.
15. **PAYMENT:** Payment will be released **15 days** 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 barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
16. The bidders should visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before quoting for this tender.
17. **Placement of vehicle and delivery:** The successful bidder shall place the Vehicle as per our requirement. 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 contractual transporter. The additional cost, if any, incurred by the company on this account will be recovered from the transporter.
18. **DETENTION / PENALTY CHARGE:** The company normally will not pay any detention charges whatsoever if the vehicle is detained at the customer end beyond their control since such situation may arise very rarely and not regularly.  
However, during exceptional circumstances, detention charge of Rs.1,000/- per day per vehicle would be payable provided that the vehicle loaded with company's barrel is not unloaded within 24 Hours from the time of reporting at our customer premises. In such cases, the successful bidder's vehicle report time and barrel unloading time at our customer premises has to be duly certified by our customer and copy of the same must be provided along with claim to consider issuance of payment by company.  
Also under normal circumstances the successful bidder's vehicle leaving our company's premises loaded with barrel must report our customer destination within 48 Hours. In case of any undue delay noticed beyond the above time period then, based on the receipt confirmation on report time from our customer end the company, may penalize the successful bidder with a fine of Rs.1, 000/- per day per Vehicle.
19. **RISK PURCHASE CLAUSE: [Non-Placement of Vehicle & Delivery]** - The successful bidder shall place the vehicle as per our requirement / daily call-ups and lift the barrels 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 failing contractual Transporter.
20. **Health, Safety & 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 vehicles 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 original driving license and original Registration Certificate of the Vehicles
  - b. Each vehicle should have a helper/cleaner.
  - c. Driver and cleaner should wear Shirt and Pant only.
  - d. Driver, helper/cleaner and the unloading crew should wear Helmets and safety shoes.
  - e. Vehicle platform and side walls 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 vehicles should have a valid original pollution / emission control certificate apart from other statutory requirements.

- i. Any person accompanying the vehicle and barrels should not be drunken and if found the vehicle will be blacklisted.
  - j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
  - k. Over all vehicle should be in a well maintained condition.
21. The vehicle should posses 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 transporter to meet these requirements without fail. The tyres including the stepney should not be bald and the break lights should be in working condition. The load carrying capacity to be written in predominant place.
  22. The Transporter shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of damages if any will be recovered from the transporter. In case of accident to third parties while handling the barrels (i.e. loading of barrels at our Works, in transit, unloading of barrels at our customer premises), it shall be the transporter's responsibility to initiate or defend legal actions arising out of the use of their vehicles and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.
  23. It will be the responsibility of the transporter to ensure that the documents like Invoice, 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 Transporter shall take the responsibility and any financial losses involved in it would be to the transporter's account.
  24. **Secrecy of documents:** The 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.
  25. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the transporter and cost of damages will be recovered from the transporter.
  26. The transporter must ensure that all the vehicles are having valid emission control certificate and the drivers engaged for transportation possess a valid driving license.
  27. **Protection of Barrels:** The vehicle shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the vehicle should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit In the event of the transporter not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the vehicle should be absolutely even.
  28. **The Company reserves the right at any time to appoint parallel transporters / contractors for the destination tendered without giving any notice whatsoever to the existing contract.**
  29. **The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.**
  30. **Transit Insurance:** Transit Insurance will be borne by Balmer Lawrie for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage, the same will be communicated to Balmer Lawrie immediately to SCM Dept. located at 5, J N Heredia Marg, Ballard Estate, Mumbai – 400 001. It will be the responsibility of the successful bidder to provide necessary details for lodging the claim with the insurance company and recover loss from the insurance company.
  31. **Toll Tax:** The rates shall be inclusive of toll charges. However, the bidder should declare the toll charges currently applicable for destination. In the event of any increase/decrease in the toll charges or any fresh toll charges in future, the transporters rates shall accordingly be increased / decreased. However, transporter has to give documentary proof for such revision.
  32. The transporter 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 transporter 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.
  33. The successful bidder 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 successful bidder or his agents or his employees in carrying out the job of the successful bidder.
  34. The transporter shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties.
  35. The transporter shall be liable to bear damage under Employers Liability Act 1938 and amendments 1970 thereof, the 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.
  36. All the vehicles to be provided by the transporter should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms is attached as Annexure to the tender document.
  37. All the vehicles to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chittoor jurisdiction.
  38. The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his workmen. 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.
  39. In case of unsatisfactory performance of the transporter the company reserves its right to cancel part or whole of 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 transporter.
  40. **SUB-LEASING :** 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.
  41. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
  42. 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.
  43. 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

44. 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.
45. **PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:**  
The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.
46. **ARBITRATION:** 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 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. The award shall be a speaking award stating reason therefor and is final and 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.

***"In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018"***

## **BID FORM**

**0100LE1004 dt.06.02.2018 due on 16.02.2018**

Transport of barrels by road in **ISO Container on trailer** from **Barrel Plant**, Plot No. G-15, G-16, G-17 M.I.D.C. Industrial Area, Taluka: Panvel, Dist.: Raigad, Navi Mumbai, Maharashtra 410208 to our customer **M/s. INDUS BEST MEGA FOOD PARK PVT LTD**, Village Bemta- Sarora, Near Raipur, Chattisgarh.

SNo. Destination & Location	No of trips.	Unit Rate Rs. per Trip
<b>1. Raipur , CH (M/s. INDUS BEST MEGA FOOD PARK PVT LTD).</b>	<b>2 trips</b>	

1. The bidder shall quote their rates for providing ISO Container on Trailer in line with location shown above.
2. The rate quoted should be inclusive of Loading, Transport, Toll Tax & Unloading till barrel at respective customer end.
3. The **bidder shall quote their rate only on “per trip basis”**. Rate quoted on vehicle basis (or) any other basis is not acceptable.
4. Tentative quantity shown above is merely indicative and the company cannot give any commitment.
5. **Award of Contract:**
  - i. **The lowest [L1] bid status against each location would be arrived separately on the basis of Unit Rate Rs. per trip.**
  - ii. **100% order will be placed on the L1 bidder.**
  - iii. **In the event of more than one L1 bidder, then the total trip quantity would be equally distributed among the L1 bidders.**
  - iv. The decision of the company is final in retaining more than one supplier.
6. The company with mutual agreement with the successful bidders, as per tender terms **shall extend the period / quantity of contract.**

TIN NO.		PAN ( Personal Account No.)	
Contact Person		Telephone Nos.	
E-Mail ID		Fax Nos.	
<b>GSTIN Reg.No.</b>		<b>GSP Name (GST Suvidha Providers)</b>	
<b>GST ARN (Application Reg.No.)</b>		<b>HS Code as per Excise</b>	

**We have quoted our Best RATE after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.**

**Signature of the bidder with Seal & Date**