



बामर लॉरी एण्ड कं. लि.

BALMER LAWRIE & CO LTD.

(भारत सरकार का एक उद्यम)

(A Government of India Enterprise)

लॉजिस्टिक सेवा विभाग/Logistics Services Division

21, नेताजी सुभाष रोड/21, Netaji Subhas Road

कोलकाता/Kolkata : 700 001.

निविदा सं./Tender Enquiry No. BL/LS/KOL/010/19-20

दिनांक/Date: 12th September 2019

निविदा में भागीदारी के लिए हमारी वेबसाइट <https://balmerlawrie.eproc.in> देखें

For participation in this Tender please visit our website <https://balmerlawrie.eproc.in>

Appointment of Transport Contractor for Safe Road Transportation of 1000 plus/minus 20 percent WMT of Copper Reverts from Indian Copper Complex (ICC), Ghatsila, Jharkhand to Kolkata Port/CFS.

निविदा नियत तिथि :

Tender Due Date :

16th September 2019

निविदा नियत समय :

Tender Due Time :

1600 hours

Limited Tender / Single Bid System.

Bids to be accepted from Registered Vendors only (Limited Tender).

Online bids are invited from reputed and reliable vendors for the following scope of work. Interested Parties / Bidders are required to upload and submit the scan copies (signed & stamped) of followings documents (Eligibility Criteria) at the above-mentioned web portal on or before tender due date & time, to proof their eligibility for this tender.

ELIGIBILITY CRITERIA

The scanned copies of following documents must be uploaded at appropriate link in our e-tendering system as part of the technical/commercial bid submission.

- Authorization Letter authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration / incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Copy Income Tax PAN
- Copy GST Registration Certificate
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years.
- Latest Bank Detail of company.
- Experience Certificate for at least 1 no of similar kind of work done. Copy of work order to be submitted.
- The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide in letter head. The company may verify such certification and if found during such

verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

- i. Bidder is required to submit RC copies of all vehicle owned/hired/leased and original to be verified for the L1 bidder. For owned vehicles it should be in the name of the ownership/firm (in case of proprietary firms), in the name of partner/firm (partnership firms), in the name of the one or more directors/company (in case of company). For vehicles on hire/lease a consent letter bearing signature and seal on the letterhead of the owner must be provided showing the willingness to lease out vehicles during the entire period of the contract.
- j. The Transportation bidding shall be covered by the Motor vehicles Act and age of Vehicle placed for contract should not exceed 15 Years. (Self Declaration to be provided)
- k. Each Page of the Tender Documents must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of the tender.

Note : Tenderer should be in a position to produce all the original documents as and when required by Balmer Lawrie & Co Ltd.

Tenderer not meeting the tender terms & conditions or in-complete in any respect or with any addition, deletion or modification are liable to be summarily rejected without any further communication to the tenderer and decision of the company in this respect will be final & binding.

Price Bid to be submitted online only as per format available in portal, and under no circumstances shall be submitted in physical form.

TENDER OPENING

The Bid will be opened online as per the Tender Calendar at 1605 hours on the same day of tender due date.

SCOPE OF WORK

Safe Road Transportation of 1000 plus/minus 20 percent WMT of Copper Reverts, packed in the One ton jumbo bag by Hindustan Copper Limited from Indian Copper Complex (ICC), Ghatsila, Jharkhand to Kolkata Port/CFS.

EARNEST MONEY DEPOSIT (EMD) :

The bidder is to submit Earnest Money Deposit of Rs. 9,000/- (Rupees Nine Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of BALMER LAWRIE & CO. LTD payable at Kolkata from any Nationalized/Scheduled Bank or through on-line bank transfer through NEFT/RTGS/IMPS mode. EMD will be refunded interest free to the unsuccessful bidders only after receipt of order acceptance from the successful bidder. For the successful bidder, the EMD shall be refunded only after submission of necessary Security Deposit (SD) against the work order placed on them or may be adjusted towards part of the Security Deposit requirement.

Registered MSME / NSIC enterprises are exempted from payment of EMD sub to submission of their registration detail. OFFERS RECEIVED WITHOUT EMD SHALL BE REJECTED.

In case the contractor revokes or withdraws their offer within validity of offer or fails to deposit security deposit and/or execute the agreement and commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the EMD.

EMD will carry no interest.

SECURITY DEPOSIT (SD) :

Successful bidder on award of the contract will have to submit Security Deposit of 5% of Work Order value or as derived by the sanctioning authority by Demand Draft/Pay Order from any Nationalized/ Schedule Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at Kolkata or through on-line bank transfer through NEFT/RTGS/IMPS mode or Bank Guarantee for an equivalent amount from any Nationalized Bank valid till the tenure of the contract within 15 days from the date of issuance of LOI.

Only the format given by the company in this regard to be used for submitting Bank Guarantee.

The Security Deposit shall bear no interest and would be refunded by Cheque after completion of the contract on written request from the contractor subject to satisfactory performance.

BANK DETAILS FOR ONLINE PAYMENT OF EMD / SD:

Bank Name : Standard Chartered Bank
Branch Address : 19 N.S Road , Kolkata - 700001
Bank Account No : 33105215297
IFSC Code : SCBL0036008

Security Deposit is liable to be forfeited 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 condition.
- c) Any unilateral revision made by the successful bidder during the validity period of the contract.

AWARD OF CONTRACT

Work will be allotted to L1 bidder. The L1 bidder shall be determined on an overall basis taking into consideration all the sectors in the price bid, and negotiation carried out. However, the company reserves the right to award the contract to more than one bidder, and the company's decision shall be final and binding on all the parties. In the event of the company retaining two transporters then the order shall be split in the ratio 60:40 if and only if L2 agrees to match negotiated L1 rates. If L2 do not agree to match negotiated L1 rates, the opportunity to match with the negotiated L1 rates shall percolate down to L3, L4,...etc. However, the company reserves the right to change the pattern of distribution between the contractors if in case service parameters does not commensurate with the requirement..

The company reserves the right to extend the contract for a further period of 6(six) months with the same rate, terms and conditions from the date of expiry of the contract.

MSME BENEFIT :

As per GOI instruction, MSME vendor/s will be given the option to match the L1 rate for the supply of goods or services for the pre-determined quantity of minimum for 25% of the total tender value/quantity if their quoted rate is / are in the range of +15% higher from L1 rate. Such MSME vendors are required to quote & submit their UAM (Udyog Aadhar Memorandum) identification number along with their bid, failing which such bidders will not be eligible to enjoy the said benefits as per procurement policy for MSMEs.

The above such benefit is applicable subject to operational viability of splitting of such order.

PERIOD OF CONTRACT :

The work order awarded against this tender shall remain valid for a period of 1 year with an extension of another 6 months at the same rate and terms & conditions from date of issuance of Work Order / Letter of Intent.

VOLUME OF WORK :

The quantities provided are indicative only . The company does not give any guarantee as to the exact amount which may vary at the time of actual shipment (lower or higher side) than the indication provided. No claim shall be entertained in the event of the volume of work is substantially lower.

Transport contractor shall arrange at his own cost necessary permits, etc require for his staff, vehicles crew etc for movement of consignment to/from port.

Additionally transport contractor shall bear all cost/ complete all formalities with port trust and other authorities for smoother entry and exit of vehicles at port.

The Transporter shall hold the company harmless and indemnified from and against all claims, charges and cost for which company may be held liable under the Workmen's Compensation Act, 1923 or any other act/statue.

VALIDITY OF OFFER FOR ACCEPTANCE:

The quotation submitted shall be valid for a period of 60 days from the date of opening of the bids received.

FREE TIME

24 hours to be allowed by the transporter at both stuffing/Loading at Ghatsila and destuffing /unloading point at kolkata.

DETENTION CHARGES

The detention charges beyond free time shall be payable Rs 1200/ truck on per day basis, if it is found that reason for delay is not attributable to Transporter.

PRICE ESCALATION / DE-ESCALATION :

No Escalation / De - Escalation shall be allowed, whatsoever.

PAYMENT TERMS :

The contractor shall submit the bills on MONTHLY BASIS only. Payment will be released within 30 days from the date of submission of bills as per office record. Necessary supporting documents to be submitted along-with bills.

TAXES :

Taxes will be payable extra as per Govt of India rule.

RISK PURCHASE / TERMINATION

- Failure to place vehicle :

In case of failure of the contractor to place required vehicles on time/arrange transportation. Balmer Lawrie & Co Ltd reserves the right to utilize the services of any other transporter without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual obligations, the work shall be completed at the risk of the contractor and cost through alternative source /arrangements. This will be without prejudice to the right of BL for any other action including termination.

- Delay in placement of vehicle :

The transporter should place vehicle at loading point as per our requirement and lift the consignments within **one** day of written requisition to them. In the event of their failure to do so the company reserves the right to impose penal charges at the rate of Rs 1200 /- per day for each day of delay.

The transporter shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of the damage if any will be recovered from the transporter, irrespective of whether the company has insured the consignments against such loss or not.

***Sub-Leasing**- The successful tenderer shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.

CONSIGNMENT LOST IN TRANSIT :

When a consignment is lost in transit and not delivered to the Port/CFS/consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the company, shall be entirely payable by the transport carrier and shall be recovered @ 110% of the landed cost of the material at kolkata out of the pending freight bills of the carrier, irrespective whether the company has insured the consignments against such loss or not. It would be entirely at the company's discretion, whether to file a claim on Insurance Company for such loss or not. In other words carriers would be fully responsible to make good such loss to Balmer Lawrie & Co Ltd.

CONFIDENTIALITY

Your appointment is subject to strict confidentiality being maintained with regard to all the tasks assigned to you, and if it is found that there is any breach of confidentiality clause, the company

may immediately terminate the contract and company's' decision in this regard will be final and binding.

FORCE MAJEURE

The contract is subject to force majeure conditions like war, riot, strikes, lock out, accidents, fires, tempest, flood, Government orders or restrictions imposed by Government and/or causes beyond the control of BL/ Contractor. Transporter to give immediate intimation to the company on occurrence of such Force Majeure Conditions with specific details on date of commencement of such Force Majeure Conditions and documentary evidence (FIR etc) thereof , anticipated duration of the same and the nature of such Force Majeure Conditions.

TERMINATION OF CONTRACT

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

The company also reserves the right to terminate the contract for unsatisfactory performance, dissemination of information, or for any other reason in the event of which you shall not be entitled to any compensation whatsoever.

RIGHT OF ACCEPTANCE / REJECTION

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever.

ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of this contract or the validity of the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the " SCOPE Forum of Conciliation and Arbitration " and the award made in pursuance thereof shall be binding on the parties. The award of the Arbitrator so appointed by the Chairman and Managing Director, Balmer Lawrie & Co. Ltd shall be final and conclusive and binding on all parties to the agreement subject to the Provisions of the Indian Arbitration Act 1940 and the rules there under and any statutory modification or re-enactment thereof deemed to apply to the Arbitration proceedings under this clause.

The contract shall be governed by Indian Law, and subject to the exclusive jurisdiction of courts in Kolkata. Notwithstanding the existence of any arbitration in terms thereof, or otherwise the contractor shall continue and be bound to continue and perform the works to the completion in all respects according to the contract [unless the contract or works be determined by the Company] and the contractor shall remain liable and bound in all respects under the contract.

PROCEDURE FOR ONLINE BID SUBMISSION

Interested parties are requested to visit our e-procurement portal <https://balmerlawrie.eproc.in> and submit their bids online.

Bidders are required to submit scan copies of necessary document mentioned above under the clause Eligibility Criteria of the tender document (stamped and signed) to the appropriate above link before due date and time of the Tender. The department shall not take any responsibility for any delay.

For registration and online bid submission bidders may contact HELP DESK of C1 INDIA PVT LTD (between 10am – 6pm), Contact Detail of C1 India is as follows. (Monday to Friday)

HELPPDESK NOS ARE OPEN BETWEEN 1000 HRS and 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call to helpdesk. This will help them serve you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
CH. Mani Sankar	chikkavarapu.manisankar@c1india.com	+91-8939284159

Registered vendors who do not have digital certificate would need to procure CLASS IIB or CLASS III (SIGNING and ENCRYPTION) from their own source from any Certifying Authority.

Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Price Bid / offers shall be accepted. The Price bid to be strictly submitted on-line.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified date & time of tender submission.
- Bidders are requested to provide correct “E-Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

CONTACT PERSON

For any clarification / queries you may please contact Shri Bappa Misra, Manager - Operation, Logistic Department, Balmer Lawrie & Co. Ltd., Kolkata - 700001, Phone : (033) 22225457

Please acknowledge receipt and confirm your participation in this tender.

Yours faithfully,
for BALMER LAWRIE & CO. LTD.

Bappa Misra
Manager - Operation, Logistics
21, N.S. Road, Kolkata – 700001
Tel : 033 22225457

1. Submission of credentials and Tender bids through e-mail or Fax will not be accepted.
2. Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company (Balmer Lawrie) is detected at any stage.



बामर लॉरी एण्ड कं. लि.
BALMER LAWRIE & CO LTD.
(भारत सरकार का एक उद्यम)
(A Government of India Enterprise)
लॉजिस्टिक सेवा विभाग/Logistics Services Division
21, नेताजी सुभाष रोड/21, Netaji Subhas Road
कोलकाता/Kolkata : 700 001.

PRICE SCHEDULE

Price Bid			
Description	Expected Quantity / WMT	Rate /WMT	Total-INR
Safe Road Transportation of 1000 plus/minus 20 percent WMT of Copper Reverts, packed in the One ton jumbo bag by Hindustan Copper Limited from Indian Copper Complex (ICC), Ghatsila, Jharkhand to Kolkata Port/CFS.	1200		