

Tender No. GLS/TE19/078

Dated 27/02/2020



बामर लॉरी एण्ड कं. लिमिटेड
(भारत सरकार का एक प्रसिद्धान)
Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
www.balmerlawrie.com

**Greases & Lubricants - Silvassa,
Survey No.201/1, Sayli,
Silvassa - 396 230 (UT of D&NH)
Tel. No. 9099084731, 32**

NOTICE INVITING TENDER

Tender No. GLS/TE19/078

Dated 27/02/2020

Due date of Tender: 09/03/2020 Till 6.00 PM

Online offers [Two Part] are invited for Lashing and Strapping aimed at securing the 'Loads' or 'Cargo' in the vehicles carrying our goods to various parts in India.

We, Balmer Lawrie & Co.Ltd (Greases and Lubricants Divn. at Sayali, Silvassa) are a Govt. of India Enterprise. We send our materials to our customers, depots and also to other places in barrels, buckets/pails and cartons. Our vehicles, most of the times, are loaded with combination of all such packs (barrels/buckets/pails/cartons).

We are seeking the services , on annual basis , for Lashing/Binding/Fastening and/ or Strapping the cargo/material loaded in the outbound vehicles consigned to various parts of India from professional strappers.

Our Terms and Conditions along with 'Price Bid' are given below. The tender document can be downloaded from www.balmerlawrie.com website or may also be collected from our office at the following address :

Balmer Lawrie & Co.Ltd.
Greases & Lubricants - Silvassa,
Survey No.201/1, Sayli,
Silvassa - 396 230.

Contact Person:-

Manager (Purchase)
Email ID : Srivastava.sk@balmerlawrie.com
Tel. No. 9099084731, 32

PRE-QUALIFICATION CRITERIA

Sl. No.	PRE-QUALIFICATION CRITERIA	DOCUMENTS REQUIRED
1	Should have experience of Cargo Lashing / Strapping for minimum 4 years	Minimum one PO for this kind of a job received in the year 2013-14 or in 2014-2015 and Minimum one PO for job of Lashing/Strapping received in the year 2015-16 or in 2016-2017 Date of PO is relevant here & Value is immaterial
2	Should have turnover of minimum 50 Lakhs per annum in each of last three years	Copy of Audited Profit and Loss Accounts for last 3 years i.e. 15-16, 16-17 & 17-18
3	Purchase Orders issued by clients in last 3 Years Minimum one Order worth 8 Lakhs or more OR Minimum 2 Orders : each worth 5 Lakhs or more OR Minimum three Orders : each worth 4 Lakhs or more The date of Purchase Orders should be on or after 01-04-2015 and the nature of the job should be Cargo Lashing/Strapping	Copies of relevant Purchase Orders (Values of Purchase Orders are important here. The Purchase Orders may be of any year or belonging to any period post 1 st April – 2015 They need not be of different years and can be of the same year too)
4	GST Registration	Certificate of GST Registration

"A preference will be given to MSME Vendors. However, in order to qualify as MSME , vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender".

MSME vendor will be allowed to share the job , to the extent of 25% , with the vendor who is otherwise L-1 (lowest) Bidder provided the rate of MSME vendor is within the range of 25% as compared to the original L-1 bidder.

EMD/Earnest Money Deposit:- [As per details given below] and Offer without EMD would not be accepted from Non- MSME vendors. Please refer below for more details.

EMD :- Tenderers /Bidders are required to pay an **EMD amount of Rs 20,000** by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of "Balmer Lawrie & Co. Ltd" payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company's specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC "HDFC0000074") through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be retained as part of security Deposit.

ANNEXURE - I

TERMS & CONDITIONS

1. Purpose of Contract :

The Cargo/Load dispatched through trucks from this unit of Balmer Lawrie does not contain goods of uniform shape and size. Almost every truck/container carries combination of different types of packs like barrels, buckets/pails, cartons and sometimes HDPE bags too. Unless lashed/strapped tightly the material loaded doesn't remain in its originally stacked state and loses its balance. It may get scrambled in transit and reach the consignees in a messy state. Sometimes, the cartons may get torn or mutilated, artwork on the bucket scratched or the names/MRP on barrels/buckets may get wiped out due to friction in transit.

This contract is for service of Lashing/Strapping and Securing Cargo/Load in the truck that carries material to various places.

2. Area of Performance/Execution :

The job of Lashing/Strapping will be carried out in the premises of Balmer Lawrie while the truck/container is being loaded. The successful bidder will deploy his/their own manpower to carry out the activity of securing the loaded material.

3. The tenderer is expected to quote in accordance with our terms and conditions. Separate/ Additional conditions which may accompany the quotation of the tenderer will not be acceptable.

4. Contract Duration – The contract, if any, awarded against this tender will be for a period of One Year from the date of issue of Letter of Intent or Purchase order and can be extended on mutual consent on same terms and conditions for a further period of six months after expiry of initial agreement.

5. Tender Evaluation

The tender would be finalized on the basis of the lowest Monthly charges based on quantities mentioned in our Price Bid as per Annexure -II in total.

The price offer of those bidders would be opened/considered who will meet our Pre-Qualification Criteria.

However, the quantities mentioned are tentative and may change to any extent.

6. The offers/tenders from unregistered vendors will also be accepted through Website.

7. Every vehicle to be dispatched will not require lashing/strapping. Balmer Lawrie & Co Ltd. (BL) will have sole discretion to decide which vehicle requires lashing/strapping and which one not.

8. Validity of Quotation: The quotation should be valid for the Company's acceptance for a **period of 60 days** from the due date (excluding the due date) of the tender.

9. Sub-Contracting: The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior consent in writing.

10. SAFETY & HSE :

- 10.1 Proper safety precautions and measures to be taken on the principle of “**Safety comes first**” during the entire contract period. The **contractor shall be bound to bear** any claim or compensation for the accidents, injury and death arising out of negligence on their part (negligence partially or fully) to ensure such safety measures including the expenditure for defense legal proceedings.
- 10.2 **Safety shoes, helmets, hand-gloves** to be provided by the contractor , at their own cost , to persons deployed to carry out the activities of strapping/lashing.
- 10.3 **Statutory rules and regulations:** Please note that this is a contract for work and accordingly all liability pertaining to this contract including those of the people engaged by the contractor solely rests upon the contractor. The contractor should also indemnify the Company against any deviation from the statutory rules and regulations to be observed by the contractor in respect of their people. **ESI/PF/Minimum Wages and all other statutory liabilities shall be borne by the contractor.**

11. Performance Bank Guarantee (PBG):

The Successful bidder will be required to pay a sum of Rs 30,000/- (Rupees Thirty Thousand) within 15 days of issuance of the Purchase Order by way of Demand Draft / Pay Order in favour of ‘Balmer Lawrie & Co. Ltd ’ , payable at Silvassa as a **Performance Bank Guarantee (PBG): Performance Bank Guarantee (PBG): will not bear any interest.**

Performance Bank Guarantee (PBG): is liable for forfeiture, if

- Successful bidder fails to execute the contract fully
- Successful bidder violates any of the tender conditions

Performance Bank Guarantee (PBG): will be refunded after successful Completion of the contract. PBG shall be furnished in specified format of Balmer Lawrie & Co. Ltd also and shall be valid for 1 year from the date of successful commissioning. PBG can also be paid directly to our HDFC Bank Limited (A/C No.00740110000057 NEFT Code - IFSC “HDFC0000074”) through electronic transfer and proof of Transfer of funds should be deposited with us.

12. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or misbehavior with employees of the company etc., the company reserves its right to cancel the contract or to deduct such amount as the company may deem reasonable due to loss of goodwill, business and goods from the security deposit held with us.
13. The tenderer shall pay their workers/employees/deputies equivalent to or more than Minimum Wages applicable in the UT of Dadra Nagar Haveli, and shall indemnify the company against any claim arising out of any action taken against the Company on account of tenderer’s failure to fulfill the above conditions.
14. The tenderer shall hold the company harmless and indemnified from and against all claims, charge and cost 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 in respect of injuries to the servants/agents/deputies of the contractor as well as to other persons working for Balmer Lawrie directly or indirectly including the visitors arising out or due to the acts of commissions/omissions, whether due to negligence or not, of the contractor (including his agents/deputies/employees) in carrying out the job of the tenderer.

15. Monthly Payment will be made only on the basis of actual trucks/vehicles loaded after 30 days from the date of receipt of the monthly bill. Income Tax may be deducted (TDS) from the monthly bill as per statutory requirement at the time of payment.

16. The tenderer shall hold the company harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. The indemnity shall be in addition to, and not in lieu of any indemnity towards the Company may be entitled by law.

17. ARBITRATION

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 not, such dispute or difference shall be referred for adjudication at Silvassa to a sole arbitrator to be appointed jointly by Balmer Lawrie & Co Ltd. and the contractor.

The place of Arbitration shall be Silvassa, D&NH, India. The arbitration proceedings shall be in the English language. Cost of Arbitration shall be equally shared between the Parties.

18. **TENDER CANCELLATION CLAUSE:** Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

19. **GST Clause :-** "The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.

For **BALMER LAWRIE & CO LTD**
Greases & Lubricants - SILVASSA

Manager (Purchase)
ANNEXURE- II

Tender No. GLS/TE19/078**Dated 27/02/2020****PRICE BID – to be filled by BIDDER**

Sr. No	Description	Tentative No. of Vehicle pm	Lashing Charges per Vehicle	Total Basic Charges p.m.
(1)	(2)	(3)	(4)	(3) x (4) = (5)
A	Up to 4.5 MT LCV	15		
B	7½ MT Vehicle	90		
C	9 MT Truck/Container	275		
D	16 MT Truck/Container	780		
E	21 MT Truck/Container	40		
F	Total Lashing Charges p.m. (A + B + C + D + E)			
G	GST % and GST Amount		%	
GRAND TOTAL (F + G)				

Notes :

- a) This will be basically a “Rate Contract” with no guaranteed monthly payment as the payment will be purely based on the number of vehicles lashed/strapped in a month. The Number of monthly vehicles indicated in above Price Bid are tentative. The actual Truck quantities and their Sizes may vary to any extent. There will also be inter-changeability of truck sizes within the contract value.
- b) Cord-Straps should be made of High Polyester twisted yarn or of equivalent material.
- c) Contractor must use cord-straps with appropriate size and strength with excellent quality and sufficient strength.
- d) Non-corrosive Wire Buckles to above Cord-Straps should be made of high quality material.
- e) Contractors must use appropriate kraft papers for edge boards.
- f) Contractor must fasten the straps in such a way that the load remains “secured” during transit despite the jerks and jolts on the way. No payment will be made for a consignment that reaches destination in scrambled condition due to loose/inappropriate strapping/lashing
- g) It will be responsibility of contractor to take 3 photographs of every single vehicle after the material loaded is strapped/lashed. One of the 3 pics must show the vehicle no. clearly. The photographs should be sent to the representatives of Balmer Lawrie (by mail/ on WhatsApp) who will forward them to consignees to cross-verify the state of lashed/strapped materials.

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

Company Seal	Signature	
	Name of Signatory	
	Designation / Status	
	Company Name	
	Date	