

Balmer Lawrie & Co. Ltd. Container Freight Station, [Navi Mumbai]
e-Tender No : BL/CFS/MUM/575



SINCE 1867

BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707
Phone No 2724 0466 /2724 2988, Fax No. 2724 2943
E-mail: koli.ka@balmerlawrie.com]
CIN - L15492WB1924GOI004835

E- TENDER NO: BL/CFS/MUM/575
TECHNICAL /COMMERCIAL BID

Tender Document for
[PROVIDING OF VEHICLE ON MONTHLY HIRE BASIS]

DUE DATE & TIME: [14/12/2017 at 10.30 AM]

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NOTICE INVITING E-TENDER

Online bids (Two Bid System) are invited from the registered Vendors with Balmer lawrie CFS, Navi Mumbai or with any other unit of Balmer Lawrie who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract **PROVIDING OF VEHICLE ON MONTHLY HIRE BASIS.**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of bidder's credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	PROVIDING OF VEHICLE ON MONTHLY HIRE BASIS
2	Tender No	BL/CFS/MUM/575
3	Validity Of Offer	90 days from the date of opening of the price bid
4	Contract Period	One Year
5	Tender Fee	Not applicable
6	EMD	Rs10,000
7	Downloading / Submission of Tender :	
	a. Starts on	04/12/2017 at 5.00 pm
	b. Closes on	14/12/2017 at 10.30 Am
8	Opening of Tenders	14/12/2017 at 11.00 Am

1. LIST OF DOCUMENTS TO BE UPLOADED

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

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company for bidders other than sole proprietor.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company / certified copy of partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- Income Tax PAN number self Certified Copy.
- GST Registration number self Certified Copy.
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.
- Certificate from bankers about financial soundness. **[Scanned Sealed Envelope to be uploaded, hard copy to be submitted to our office]**
- Experience/Credential Certificate.

In the case of bulky/voluminous documents, hard copies of the same should be submitted at our office.

2. VERIFICATION OF DOCUMENTS

- a. Tenderers or their authorized representative will be required to come to our office positively as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards ascertaining their qualification.
- b. Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- c. Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.
- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be cancelled and criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. Interested parties have to pay an interest free EMD of Rs **10,000.00/- (Rupees ten thousand only)** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai]**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

1. Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

1.1 Registration with e-procurement platform

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which is available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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- 1.2 Bidders may contact the following resource persons for any assistance required in this regard.

HELPSK DESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das	Tirtha.das@c1india.com	+91-9163254290
Ravi Gaiwal	Ravi.gaiwal@c1india.com	022-66865611
Tuhin Ghosh	Tuhin.ghosh@c1india.com	+91-8981165071
Ujjal Mitra	ujjal.mitra@c1india.com	+91-77026 69806

1.3 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate 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.

- 1.4 All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

2. Special Note

- 2.1 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.
- 2.2 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.
- 2.3 No Printed or posted Bids / offers shall be accepted.
- 2.4 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.5 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.6 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.7 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.

3. Filling of Tender Documents

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- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 3.4 The sole proprietor or authorised representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

SCOPE OF WORK

ROUTES OF VEHICLES AND ITS USAGE

1. The plying route of the vehicle and its starting & ending KM reading will be as from:

Company's Housing Complex at Nerul, Sector 2 (Near Rajiv Gandhi flyover) [or any other point in the vicinity as will be decided by the Company] to CFS at Dronagiri and back.

Apart from the above normal routes of to & fro journey, the vehicles will be utilized for any other movements in and around the city in connection with official business based on the instructions of Company's authorized officials during Official working days and also on Sundays/Holidays as per requirement, which the driver/contractor shall comply with, without any reservation.

2. The Vehicle offered should have required safety provisions such as seat belts for all seats and it should be properly maintained and seat cover should be kept neat and clean always.
3. One Air Conditioned vehicle with a seating capacity of 9 people excluding the driver is required for plying in the above said route. The Model offered should be Winger or any other model equivalent or similar to it. The Vehicle should have valid registration for commercial use.
4. The vehicle shall not be older than 1 year as on 01.01.2018 and new vehicle of latest model is preferred.
5. The Vehicle offered in the tender should be registered in the name of bidder participating in the tender and necessary document for the same to be submitted.
6. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness certificate issued by RTO, on the date of tendering. In case if the validity is getting expired in coming months the renewal has to be done within the expiry date and relevant documents should be submitted.
7. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of vehicles, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, emission regulations or control, PUC, etc. The selected contractor shall indemnify the Company and compensate it towards any liability arising out of using or running or hiring of the vehicles.
8. The Vehicle should be serviced as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.
9. **Guidelines for Driver:**
 - i) Driver engaged by the service provider must hold valid commercial license for driving passenger vehicle since last 10 years.
 - ii) The service provider must provide clean uniform with shoes to the Driver, but under no circumstances BL Logo or name should be displayed on the uniform.

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- iii) The Driver must be covered under ESI scheme. In absence of ESI coverage, the service provider must take insurance policy covering risks similar to ESI Scheme.
- iv) As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- v) The Contractor must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender. The driver should be physically fit. All expenses incurred against accident or damage will be borne by the contractor
- vi) Driver should not be allowed to drive under the influence of any intoxicant or Liquor.
- vii) Driver must be polite at all times and follow road safety rules and norms

10. Guidelines for Contractor:

- i) The Contractor must submit Name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of BL and the documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
- ii) The Contractor must indemnify Balmer Lawrie against any liability arising out of the operation of this contract and for which BL is not responsible and for this purpose service provider must submit suitable indemnity bond acceptable to BL.
- iii) The Contractor must provide for fuel, lubricants and consumables including repair, statutory payment etc. and he will be responsible for proper upkeep and regular servicing of the hired vehicle.
- iv) Contractor must ensure that the log book is signed by the user.
- v) Contractor must be the owner of the Vehicle bearing Commercial Registration. Information as per Format -1 should be provided by the bidder.
- vi) In case of breakdown of Vehicle under contract, the Contractor should arrange for replacement of similar type of vehicle immediately. In case the Contractor is not able to provide such replacement, BL can hire vehicle from market and the amount paid/ payable on account of such hiring will be recovered from the Contractor.
- vii) Toll Tax, parking fees etc. is reimbursable on submission of original documents.
- viii) Fines, penalty, interest etc. charged for violation of traffic rule will not be paid by BL under any circumstances.

GENERAL TERMS AND CONDITIONS

The tenderers shall fulfill the following eligibility criteria:

1. Payment of interest free EMD of Rs 10000/- (Rs Ten Thousand only) and the payment of EMD is exempted for MSMED/ NSIC Parties.
2. The bidder should not be blacklisted by any PSU / Govt. Dept/ Govt Agencies (Self Declaration duly signed by Authorised Signatory).
3. The bidder should have executed two similar orders in last two years in reputed organization (PO to be enclosed).
4. The bidder should have at least 3 cars in its fleet (documents of the cars should be submitted)
5. Should be in similar business for last 5 years (Trade License should be enclosed in support of the claim.
6. The bidder should not be Employee of Balmer Lawrie or his/her Family members (Family as defined in BL Policy).
7. Retired Employee cannot participate in the tender within 2 years of his/her retirement.

2. Submission Of Online Bids:

The bids should be submitted in 2[two] separate parts entitled as

[A] Technical / Commercial Bid [Un-priced]
and

[B] Price Bid

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

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

Technical / Commercial Bids will be opened online as per the Tender Calendar.

[B] Price Bid Opening

4. Acceptance of offers:

- 4.1 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.2 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.

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- 4.3 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.
- 4.4 The rates quoted should remain fixed during the terms of contract

5 Negotiations:

- 5.1 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.
- 5.2 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 quotation at its discretion and proceed to finalise the tender.

6 Price Variation:

- 6.1 The price should be firm and irrevocable and not subject to any change whatsoever till the validity of the contract period subject to Escalation / De-escalation clause as highlighted in point no.7.
- 6.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening of the price Bid.

7 ESCALATION/DE-ESCALATION CLAUSE:

In case of any upward or downward revision in the price of the fuel, the rates will be correspondingly increased/decreased as per Company's Standard Price Escalation/De-Escalation formula noted below:

$$\frac{0.30 \times A \times [C - B]}{B}$$

B

A = Rate as per contract

B = Ruling price of HSD Applicable at Dronagiri, Navi Mumbai as on 01.11.2015.

C = Revised price of HSD

The date of escalation/De-escalation will be from date of increase/decrease of HSD price. No other price escalation on any account will be entertained during the contract period.

8 Notification of Award:

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

9 Contract Period:

The contract will be for a **period of one year effective from 01.01.2018**. The contract may be extended as mutually agreed for another period of one year on the existing terms & conditions. BL can terminate the contract during the contract period by giving three month's notice without assigning any reasons, what so ever.

10 Security Deposit / EMD:

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EMD of Rs 10,000/- of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be refunded only after successful completion of the contract/extended-contract period. EMDs of unsuccessful tenderers shall be refunded only after finalization of tender.

11 Payment Terms:

Payment will be released within 15 (fifteen) days from the date of submission of invoice after satisfactory completion of supply and installation of the total system on certification by our authorized official.

12. Penalty:

- I. Misbehaviour, drunken driving, smoking inside the vehicle, using mobile phone while driving, late reporting, rash/reckless driving. Penalties will be imposed for such behaviours. (Format-4).
- II. Penalties will be imposed on wrong reporting of vehicle Kilometres.

12 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 consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

13 Indemnity & Ensuring safety:

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 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 to the employee of the bidder. Such demand shall be settled by the bidder directly.

14 Termination:

The contract can be terminated by either party by giving 3 (three) 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.

15 Arbitration:

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- 16 Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator appointed mutually under 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.

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No BL/CFS/MUM/575 DT.04/12/2017 and hereby confirm our acceptance of the same.

Place : Signature of Tenderer :

Date : Name & Address :

Telephone Nos. :

Office :

Fax Nos. :

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderer's Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./LLP	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate Uploaded	
13	Name of the Banker	
14	Whether registered under MS MED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	

PART- B: PRICE BID

Tender Enq. No. BL/CFS-MUM/575

Date: 04/12/2017

A. Tenderer should quote the rates as follows:

Rates for hiring Vehicle [AC] with seating capacity 9 persons excluding driver Route BL NERUL COMPLEX [OR ANY OTHER POINT IN THE VICINITY] TO CFS DRONAGIRI AND BACK

Sl. No	Particulars	Rates / Amount
1	Lump Sum Monthly Hire Charge for Fixed 6000 KMS Running per month along with driver and 10 Hrs. per day Driver Duty (Excluding GST)	Rs. _____ Per Month
2	Additional Rate Per KM over Fixed 6000 kms	Rs. _____ Per KM
3	Drivers Charge beyond 10 Hrs. Per Day	Rs. _____ Per Hour
4	Drivers Charge for working on Sundays or Holidays	Rs. _____ Per Day
5	Rate for Night Halt to Driver for overnight stay	Rs. _____ Per Night
6	Month & year of make of Vehicle offered and Model No *	
7	Signature of the party (Name / Status/ Cell No of person signing)	

- Note: 1. For providing Vehicle on Holiday & Outstation Travel and duty beyond 10 hours, higher of 3 & 4 will be paid. No extra amount is payable to Driver for working on Holiday or where no night halt is involved in case of outstation travel (same day return).**
- 2. L1 will be determined on the basis of rate quoted for item no 1.**
- 3. Taxes as applicable from time to time.**

N.B.: * Copies of documents in support of the particulars furnished hereinabove shall be attached.

Place : Signature :

**Date : Name :
Designation :
Seal :**

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FORMAT 1: DRIVER'S DETAILS

1. Name of the Driver :
2. Licence Details :
3. Address of the Driver :
4. Mobile No. of the Driver :
5. Adhar Card No. :
6. Police Verification Report
Reference No. & date :
7. Address of the Previous Employer :
8. Medical Report :

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FORMAT 2 : DETAILS OF BIDDER

1. Name & Address of Bidder :
2. Mobile No./ Contact no. :
3. PAN No. :
4. Aadhar Card No. :
5. Bank Details :
6. Details of Vehicle Offered
Model :
Colour :
Registration No :
Year of Vehicle :
Insurance Policy No : Validity till _____
PUC No. : Validity till _____
Chasis No. :
(Documents to be enclosed)
7. An undertaking signed by authorized signatory that the bidder is not blacklisted by any PSU / Government Agencies / Dept. : **Letter to be enclosed**
8. An undertaking that the bidder is not an employee of BL or his relative or a retired employee of the BL who has not completed 2 years after retirement. : **Letter to be enclosed**
9. Minimum two orders for similar job with reputed organization in last 2 year : **Copy of PO /WO to be enclosed**
10. Undertaking that there is no court case /dispute with customer pending as on date : **Letter to be enclosed**
11. Trade Licence No :
12. Turnover of Previous 3 Years :

FORMAT 3: PENALTIES

Sr. No	Details	Penalty in ₹ per instance
1.	Late arrival beyond 30 minutes: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500
2.	Un cleanliness of Vehicle: 1 st Instance 2 nd Instance 3 rd Instance	Rs 250 Rs 350 Rs 500
3.	Driver poor knowledge of route/ bad behaviour/ irresponsible /unsafe driving: 1 st Instance 2 nd Instance	Rs 250 Replacement to be sought immediately
4.	In appropriate attire/ unclean uniform of Driver: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500
5.	Break Down of Car - 1st Instance	Rs 250
6.	Recurrent malfunction of car	Rs 1000
7.	Improper maintenance of log book: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500