

बामर लॉरी एण्ड कं. लल.

# **BALMER LAWRIE & CO LTD.**

(भारत सरकार का एक उदयम)

(A Government of India Enterprise) लॉजिजटिक सेवाववभाग/Logistics Services Division 21, नेतािीसभाषु रोड/21, Netaji Subhas Road कोलकाता/Kolkata: 700 001.

ननववदा सं./Tender Enquiry No. BL/LS/KOL/009/17-18

ददनांक/Date: 15th January, 2018

ननववदा मेंभागीदारी केललए हमारी वेबसाइि https://balmerlawrie.eproc.in

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

"Appointment of Transport Contractor for Transportation of General Cargo in Trucks/Tata 407/ Tata Ace to and from Kolkata Port/ CFS's in Kolkata to Various Destinations.

निविदा नियत नतथि:

Tender Due Date : 24 JANUARY, 2018

निविदा नियत समय:

Tender Due Time: 04:00 P.M.

Single Bid Tender.

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

Online bids are invited from reputed and reliable transporters for the following scope of work.

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.

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.

PRICE BID to be submitted online only, and under no circumstances shall be submitted in physical form.

<u>Job Description:</u> The Job involves transportation of cargo in the form of machinery parts, machineries, consumables, leather goods, oil and petroleum product etc. in Trucks/Tata 407/ Tata Ace to and from Kolkata Port/ CFS's in Kolkata to and from Various Destinations.

#### **SCOPE OF WORK**

Transportation of General Cargo in Trucks/Tata 407/ Tata Ace to and from Kolkata Port/ CFS's in Kolkata to Various Destinations. - REFER ANNEXURE I

Tenderers biddings for annexure I must bid for all the Item in the Annexures.

# **EARNEST MONEY DEPOSIT:**

The bidder is to submit Earnest Money Deposit of Rs. 3,000/- (Rupees Three Thousand Only) in the form of Demand Draft/Pay Order drawn in favour of BALMER LAWRIE & CO. LTD payable at Kolkata from any Nationalised/Scheduled Bank. 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 subject 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**

Successful bidder on award of the contract will have to submit Security Deposit for an amount of 10% of the work order value or as derived by the sanctioning authority, by Demand Draft/Pay Order from any Nationalised/ Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata or Bank Guarantee for an equivalent amount from any Nationalised Bank valid for three months beyond the maximum possible tenure of the contract within 15 days from the date of issuance of LOI. In case the successful bidder so desires, required Security Deposit (SD) may be built upon by deducting five percent (5%) from the bills submitted.

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 expiry of three months of completion of the contract on written request from the contractor subject to satisfactory performance.

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.
- 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 companys' 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.

# **PERIOD OF CONTRACT:**

The work order awarded against this tender shall remain valid for a period of **ONE YEAR** from the date of issuance of Work Order/LOI with provision for further extension for a period of **ONE YEAR** at the same rate, terms and conditions from the date of expiry of the contract.

### **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.

# **Additional Clause:**

The contractor shall obtain clean consignment notes, receipt without qualifying remarks . A set of shipping documents shall also be handed over to the consignee under written acknowledgement on the LR.

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 from 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 Workmens Compensation Act, 1923 or any other act/statue.

# **VALIDITY OF OFFER:**

The quotation submitted shall be valid for a period of 90 days from the date of opening of the bids received.

#### Free Time:

24 hours at loading point and 24 hours at unloading point must be provided.

### **DETENTION CHARGES**

Detention payable @Rs 500/- per vehicle per day basis after free time, 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 transporter shall submit the bills on FORTHNIGHT BASIS only i.e. the first bill for the period  $1^{\text{st}}$  to  $15^{\text{th}}$  and the for the period  $16^{\text{th}}$  to the last working day of the month, Only and upon completion of the assigned job. Payment will be released within 30 days from the date of submission of bills as per office record.

Bills for transportation shall be accompanied by clean Proof of Delivery confirming receipt of consignment(s) by the consignee in good condition and without any loss/physical damage to the cargo. Bills not to be accepted for payment without consignees' acknowledgement in the delivery challan.

# **TAXES:**

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

### **RISK PURCHASE**

1. 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 obligation. This will be without prejudice to the right of BL for any other action including termination

2. Delay in placement of vehicle at loading point :

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 800/- 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.

Fully covered Tarpulin shall necessary be provided for each and every load.

The Transpotation bidding shall be covered by the Motor vehicles Act and age of Vehicle placed for contract should not exceed 15 Years.

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

# **CONSIGNMENT LOST IN TRANSIT:**

When a consignment is lost in transit and not delivered to the 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 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 companys' 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 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 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 <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> and submit their bids online.

Bidders are required to submit EMD along with un-priced part of the tender document ( stamped and signed ) in to the Tender Inviting Authority before due date and time of the Tender bid either personally or through courier or by post, and the receipt of the same within the stipulated time shall be the responsibility of bidder. The department shall not take any responsibility for any delay or non-receipt.

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)

1. Mr. Tirtha Das(Kolkata)	tirtha[dot]das[at]c1india[dot]com	+91 9163254290
2. Mr. Tuhin Ghosh(Kolkata)	tuhin[dot]ghosh[at]c1india[dot]com	+91- 8981165071
3.Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91- 8811093299
4.Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	+91- 8939284159
5. Mr. Sachin Toraskar (Mumbai)	sachin[dot]toraskar[at]c1india[dot]com_	+91-022- 66865610

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

# **CONTACT PERSON**

For any clarification / queries you may please contact Shri Bappa Misra, Deputy Manager, 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 Deputy Manager, 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.
- 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. लल.

# **BALMER LAWRIE & CO LTD.**

(भारत सरकार का एक उद्यम)

(A Government of India Enterprise) लॉजिजटिक सेवाववभाग/Logistics Services Division 21, नेतािीसभाषु रोड/21, Netaji Subhas Road कोलकाता/Kolkata: 700 001.

# Price Schedules ANNEXURE-I

No of Trip(s)	SL NO	Description	DELIVERY VIA TRUCK			DELIVERY VIA TATA 407 OR SIMILAR TYPE VEHICLE			DELIVERY VIA TATA ACE OR SIMILAR TYPE VEHICLE			
1   Hide Road/ Remount   Rd./ Taratala   3   3   3   3   3   3   3   3   3			No of		Charges		No of	per		No of	per	Total (In Rs)
Nolkata Port to   Saltlake / Dunlop/ Dankuni Area   2   2   2   2   2   2   2   2   2	1	/Hide Road/ Remount Rd./ Taratala	3				3			3		
3   Saltlake / Dunlop/ Dankuni Area   2   2   2   2   2   2   2   2   2	2	Kolkata Port	2				2			2		
A   Jalanpur / Alampur   2   2   2   2   2   2   5   5   5   5	3	Saltlake / Dunlop/	2				2			2		
Section	4		2				2			2		
Saltlake / Dunlop/ Dankuni Area to Place at SL (1)	5		2				2			2		
From BL CFS to Hide   Road.   2	6	Dankuni Area to Place										
Solidate   Solidate	7	From BL CFS to Hide										
9         Kolkata Port / Hide road to Barrackpore         1	8		2				2			2		
To   To   To   To   To   To   To   To	9											
DESTINATION (NOT   MENTIONED ABOVE)	10		2				1			1		
1		DESTINATION (NOT										
2       Within the redious of 25 KM from Port       2       2       2       2       2         3       Within the redious of 50 KM from Port       2       2       2       2       2         4       Kolkata Port to Bhubaneswar       1       1       1       1       1         5       Kolkata Port to Patna       1 <td>1</td> <td></td> <td>4</td> <td></td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td>4</td> <td></td> <td></td>	1		4				4			4		
3       50 KM from Port       2       2         4       Kolkata Port to Bhubaneswar       1       1         5       Kolkata Port to Patna       1       1         6       Kolkata Port to Jajpur, Odisha       1       1         7       Kolkata Port to Jamshedpur       1       1         8       Kolkata Port to Dhanbad       1       1         9       Kolkata Port to Numaligarh / Jorhat       1       1         10       Kolkata Port to Guwahati       1       1	2						2			2		
4       Kolkata Port to Bhubaneswar       1       1       1         5       Kolkata Port to Patna       1       1       1         6       Kolkata Port to Jajpur, Odisha       1       1       1         7       Kolkata Port to Jamshedpur       1       1       1         8       Kolkata Port to Dhanbad       1       1       1         9       Kolkata Port to Numaligarh / Jorhat       1       1       1         10       Kolkata Port to Guwahati       1       1       1	3		2				2			2		
5       Kolkata Port to Patna       1       1       1         6       Kolkata Port to Jajpur, Odisha       1       1       1         7       Kolkata Port to Jamshedpur       1       1       1         8       Kolkata Port to Dhanbad       1       1       1         9       Kolkata Port to Numaligarh / Jorhat       1       1       1         10       Kolkata Port to Guwahati       1       1       1	4		1				1					
O Odisha         1         1         1           7 Kolkata Port to Jamshedpur         1         1         1           8 Kolkata Port to Dhanbad         1         1         1           9 Kolkata Port to Numaligarh / Jorhat         1         1         1           10 Kolkata Port to Guwahati         1         1         1	5	Kolkata Port to Patna	1				1			1		
7       Kolkata Port to Jamshedpur       1       1       1         8       Kolkata Port to Dhanbad       1       1       1         9       Kolkata Port to Numaligarh / Jorhat       1       1       1         10       Kolkata Port to Guwahati       1       1       1	6		1				1			1		
8       Kolkata Port to Dhanbad       1       1       1         9       Kolkata Port to Numaligarh / Jorhat       1       1       1         10       Kolkata Port to Guwahati       1       1       1	7	Kolkata Port to	1				1			1		
9 Kolkata Port to Numaligarh / Jorhat 1 1 1  10 Kolkata Port to Guwahati 1 1 1	8	Kolkata Port to										
10 Kolkata Port to Guwahati 1 1 1	9	Kolkata Port to										
	10	Kolkata Port to										
		TOTAL										

(QTYshown above are estimated for the poriod of one year and no guaranttee of qty/nos can be given).