



BALMER LAWRIE & CO. LTD.

LOGISTICS SERVICES, Hyderabad

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E-TENDER NO: BL/E/TTC/HYD/2019-20/16 Dt.
29.10.2019

COMMERCIAL BID

**Tender Document [Transportation of loaded containers
from Chennai, Balmer Lawrie CFS to Mekaguda
(village), kothur (Mandal), Telangana and return of empty
containers to Chennai, Nominated CFS (Round trip basis).**

DUE DATE & TIME: 08 /11/2019 at 15:00 Hrs]

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NOTICE INVITING E-TENDER

On line bids are invited from the vendors registered with Balmer Lawrie & CO Ltd for undertaking the subject TENDER FOR 16 x 40' HC (EACH CONTAINER AND CARGO WEIGHT Up to 10 MT) IN 40 FEET TRAILERS , 2X20 FR (EACH CONTAINER AND CARGO WEIGHT Up to 8 MT) IN 20 FEET TRAILER AND 2 X 40 FR (EACH CONTAINER AND CARGO WEIGHT Up to 8 MT) IN 40 FEET TRAILER (FROM CHENNAI,BALMER LAWRIE CFS TO MEKAGUDA (VILLAGE),KOTHUR (MANDAL),MAHABUB NAGAR (DISTRICT),TELANGANA AND RETURN OF EMPTY CONTAINERS TO CHENNAI,NOMINATED CFS.

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

This tender is issued by Logistics SBU of Balmer Lawrie & Co Ltd., and those service providers / transporters who are registered with other SBU's of Balmer Lawrie & Co Ltd., can also participate by furnishing proof of their registration with those units/ copy of work orders secured.

S. No	Description	Details
1	Name of Work	TENDER FOR 16 X 40' HC (UPTO 10MT) , 2 X 20' FR (UPTO 8 MT) AND 2 X 40' FR(UPTO 8 MT) FROM CHENNAI,BALMER LAWRIE CFS TO MEKAGUDA (VILLAGE),KOTHUR (MANDAL), MAHABUM NAGAR (DISTRICT), AND RETURN OF EMPTY CONTAINERS TO CHENNAI,NOMINATED CFS.
2	Tender No	BL/E/TTC/HYD/2019/20/16
3	Validity Of Offer	30 days from the date of opening of the price bid
5	Tender Fee	NIL
6	EMD	Rs 5000 (MSME/NSIC Register vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	29/10/2019
	b. Closes on	08/11/2019
8	Opening of Tenders	08/11/2019

Earnest Money Deposit: the bidder is to submit Earnest Money Deposit of Rs. 5000/- (Rupees five thousand Only) the form of Demand Draft/Pay order Drawn in favour of **BALMER LAWRIE & CO.LTD** payable at Hyderabad. In case the contractor revokes or withdraws their offer with in validity of offer or fails to 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. Bidder are required to submit the original demand draft towards EMD.

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.

Micro Small and Medium Enterprises (MSME) on submission, of valid copy of registration certificate.

Any other documents considered relevant by the Bidders may be uploaded.

The uploaded documents can be submitted in physical form at our above address.

Any party submitting the false or forged documents may be Black Listed, criminal prosecution or any other action as deemed fit may be initiated.

a. 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>.

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., the 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>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST		
(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for BalmerLawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071
ChandanPedamkar	chandan.b@c1india.com	02266865611
Ritabrata Chakraborty	ritabrata.chakraborty@c1india.com	+91-97487 08094
UjjalMitra	ujjal.mitra@c1india.com	+91-77026 69806
Rajesh Kumar	rajesh.kumar@c1india.com	+91-96504 65143

1.2. 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.

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

02. 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 bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the Tender. 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.

03. Filling of Tender Documents

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 as laid out in the tender.

3.3 Any counter terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

3.4 The sole proprietor or authorized representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorized 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

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered here in below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

Detailed Scope of work:

Transportation of 16 x 40' HC (each container and cargo weight Up to 10 MT) , 2 x 20 FR (each container and cargo weight upto 8 MT) and 2 x 40 FR (each container and cargo weight up to 8 MT) of loaded containers from Chennai,Balmer Lawrie CFS to Mekaguda (village),kothur (Mandal),Mahabub nagar(District),Telangana (state) and return of empty containers to Chennai ,Nominated CFS.

1. The broad responsibility areas of the Contractor will inter alia be as under:

Transportation of 16 x 40' HC (each container and cargo weitht upto 10 MT) , 2 x 20 FR (each container and cargo weight upto 8 MT) and 2 x 40 FR (each container and cargo weight up to 8 MT) of loaded containers from Chennai,Balmer Lawrie CFS to Mekaguda (village),kothur (Mandal),Mahabub nagar(District),Telangana (state) and return of empty containers to Chennai ,Nominated CFS.

Besides;

- a. Ensure adherence to all safety norms considering the nature of the product imported which is of Dangerous in nature.
- b. To undertake to collect pick up / delivery documents from our operation staff at the loading / pick up points or wherever necessary
- c. The contractor should bear the common incidental expenses for the entry/ exit/ unloading of the cargo at the delivery place. However, extra-ordinary / exclusive expenses specific to any customer will be dealt with separately on case to case basis.
- d. The contractor needs to submit Endorsed on LR (with gate in and gate out date Signed and stamped at Factory) or any other document being the Supporting for detention if any etc.,

The above list is only illustrative and not exhaustive and the contractor will arrange for necessary transportations works as and when required and as instructed by the company officials.

2. Deployment of vehicles

The Contractor will be required to place the vehicles immediately on award of contract as per the instructions from time to time.

The contractor should take out a third party insurance cover for all vehicles to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the vehicles. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as driver's wages (who should have valid driving license),

fuel, lubricants, maintenance, etc shall be borne by the Contractor.

3. Safety measures

The Contractor should ensure imported materials which is of dangerous in nature are secured by using proper materials towards chocking/lashing such that safer transportation ensured.

GENERAL TERMS AND CONDITIONS

01. Eligibility Criteria For Techno-Commercial Bid

Those transporters who are registered with Balmer Lawrie & Co Ltd., are alone can participate. Those who are registered with our company are advised to enroll in the e-procurement portal also to view and participate in the tenders.

Tenderers who are not registered with logistics Division, but registered with other Divisions/Locations of Balmer Lawrie are required to submit the proof of registration / work order copies to consider their offers.

02. Submission Of Online Bids

The bids should be submitted as a Single Bid.

[A] Price Bid

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

02. Tender Opening

[A] Price Bid will be opened in line with the tender calendar

03. Acceptance of offers

- 3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any number of trips/, less than or more than the tendered trips, without assigning any reason thereof.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie also reserves the right to split the work order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 3.4 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.
- 3.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or will be rejected.
- 3.6 Wherever conflict of interest arises with the bidder at any stage of the tender process, those tender(s)/bid(s) will be rejected/cancelled. Company's decision in this respect is final and binding.

04. Negotiations

- 4.1 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.
- 4.2 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 revised quotation at its discretion with attendant consequences for the bidder.

05. Price Variation

- 5.1 The price should be firm and irrevocable and not subject to any change whatsoever even due to increase in cost of materials, components and labour cost till the validity of the contract period.
- 5.2 The quoted rates shall be kept valid for acceptance for a period of minimum 30 days from the date of opening the price Bid.

06. Notification of Award

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

10. The Price Bid is explained as below:

SL.NO	DESCRIPTION	BID AMOUNT IN RS
1	TENDER FOR 16 X 40' HC (UP TO 10MT) , 2 X 20 FR (UP TO 8 MT) AND 2 X 40 FR(UP TO 8 MT) FROM CHENNAI,BALMER LAWRIE CFS TO MEKAGUDA (VILLAGE),KOTHUR (MANDAL), MAHABUM NAGAR (DISTRICT), AND RETURN OF EMPTY CONTAINERS TO CHENNAI,BALMER LAWRIE,CFS.	
2	DETENTION / HALTING CHARGES PER TRAILER PER DAY	

The decision of the company in awarding the Bidders will be final and binding.

Penalty due to non-performance

In case of successful bidder failing to honour the terms and conditions of contract, the Company shall be at complete liberty to make alternate arrangements at through L2 bidder or other operators from the open market and any additional cost incurred by the Company in this regard shall be fully recovered from the successful bidder's bills. The Company shall also at liberty to recover in full the charges towards demurrage or detention, if any, imposed by the Company's clients on the Company. In case of any shortage / damage / deterioration / loss of goods for whatever reason, while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage /shortage/loss/deterioration.

In case of damage to the cargo / property, by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the surveyor / shipping line / or any other competent authority within stipulated time failing which the Company or its authorized agency will be free to make good the losses at contractor's 'Risk and Cost', and charges on account of such losses will be fully recovered from Contractor's bills.

Payment Terms

Payment will be made within 30 days from the date of submission of each service bill duly certified by company officials with all relevant supporting documents.

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 written consent from the company.

Indemnity

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/due to malfunctioning of the trailers/equipments 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 by the bidder to the employees of the bidder. Such demand shall be settled by the bidder directly.

Liability & Ensuring Safety

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc and also within CFS yard. Any damage to any life and/or property while performing the duty for Balmer Lawrie due to negligence/mishandling by the staff / drivers and /or malfunctioning of the trailers would be to the account of the contractor. It is mandatory that necessary 3rd party insurance cover is kept valid by the contractor for the vehicle deployed for Balmer Lawrie.

Force Majeure Conditions:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance. Performance under the contract shall be resumed as soon as practicable once the "event" come to an end.

Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. 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.

ISSUED BY:

S.KRISHNAN, Sr. Branch Manager (LS)

Balmer Lawrie & Co. Ltd., 301,REGENCY HOUSE,SOMAJIGUDA,HYDERABAD

CONTACT PHONE: 04023404556

Email : Krishnan.s@balmerlawrie.com

**ENCLOSURE: DECLARATION FORM BY THE
TENDERER PRICE BID FORMAT**

DECLARATION

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No :BL/E/TTC/HYD/2019/20/16 and hereby confirm our acceptance of the same.

We confirm that the particulars / attachments furnished are true and correct.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

TRANSPORTER NAME:

PRICE BID FORMAT

SCOPE OF WORK: TENDER FOR 16 x 40' HC (EACH CONTAINER AND CARGO WEIGHT UP TO 10 MT) IN 40 FEET TRAILERS , 2X20' FR (EACH CONTAINER AND CARGO WEIGHT UP TO 8 MT) IN 20 FEET TRAILER AND 2 X 40 FR (EACH CONTAINER AND CARGO WEIGHT UP TO 8 MT) IN 40 FEET TRAILER (FROM CHENNAI,BALMER LAWRIE CFS TO MEKAGUDA (VILLAGE),KOTHUR (MANDAL),MAHABUB NAGAR (DISTRICT),TELANGANA AND RETURN OF EMPTY CONTAINERS TO CHENNAI,NOMINATED CFS.

S.N O		RATE PER TRAILER	Detention Charges after free period of 24 hours at Loading/Unloading
1	Transportation of 16 x 40 'ft HC (Each container and cargo weight up to 10 MT) in 40' ft Trailrs from Chennai,Balmer Lawrie, CFS to Mekaguda (village),Kothur (Mandal),Mahabub Nagar (District)and return of empty containers to Chennai,Nominated CFS		
2	Transportation of 2 x 20 'ft FR(Each container and cargo weight up to 8 MT) in 20' ft Trailrs from Chennai,Balmer Lawrie, CFS to Mekaguda (village),Kothur (Mandal),Mahabub Nagar (District)and return of empty containers to Chennai, Nominated CFS		
3	Transportation of 2 x 40 'ft FR(Each Container and Cargo weight up to 8 MT) in 40' ft Trailrs from Chennai,Balmer Lawrie, CFS to Mekaguda (village),Kothur (Mandal),Mahabub Nagar (District)and return of empty containers to Chennai, Nominated CFS		

1. Halting will be calculated at loading or unloading place after 1 day (beyond 24 hours). However, if the empty / laden trailer reaches after office hours either at Loading / Unloading point, detention will be considered from the working hours of the following working day.

SIGNATURE OF THE TENDERER

