



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/011/19-20

दिनांक/Date: 28 November 2019

For details of Tender please visit our website <https://www.balmerlawrie.com>

**Appointment of Vendor for immediate road transportation of imported material from Mumbai airport to Haldia refineries factory in Haldia.**

निविदा नियत तिथि :

**Tender Due Date : 09 December 2019**

निविदा नियत समय :

**Tender Due Time : 12:00 PM**

Single Bid Tender.

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

Bids are invited from reputed and reliable vendors 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.

Rates are to be quoted in strict adherence to the schedule attached, and rates submitted in any other way inclusive of conditional offers shall not be considered for evaluation.

**PRICE BID to be submitted offline only with complete signed & stamped tender document and no other way is acceptable.**

**SCOPE OF WORK**

- Road transportation of imported materials from Mumbai Airport to Haldia refineries factory in Haldia on FTL basis.

**SECURITY DEPOSIT (SD) :**

Successful bidder on award of the contract will have to submit Security Deposit of 10% 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. In case of non-submission of required security deposit within time slot then required Security Deposit (SD) will be built by deducting 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/Demand Draft/Bank transfer after completion of the contract on written request from the contractor subject to satisfactory performance.

**BANK DETAILS FOR ONLINE PAYMENT OF 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 vendors 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.

**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 valid for One Time Job only from the issuance of LOI/Work Order.

**CARGO DETAILS :**

Commodity : Parts of Furnace - STR-1.5  
Weight : 9090 Kgs (Gross)  
Dimension : 1100 cm x 195 cm x 93 cms

**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 Airport.

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

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

**DETENTION CHARGES**

The detention charges beyond free time shall be payable of Rs 1500/- per vehicle 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 vendor shall submit the bills after completion of the assigned job without any loss/physical damage to the cargo. Payment will be released within 30 days from the date of submission of bills as per office record.

**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 according to the rate of detention charges mentioned above 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 totally

responsible 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. Contractor 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 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.

**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 Services  
21, N.S. Road, Kolkata – 700001  
Tel : 033 2222 5457

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.

**निविदा प्रस्तुति / SUBMISSION OF TENDERS**

Tenders are to be sealed and the envelope containing the tenders should be super scribed as under :

**Appointment of Vendor for immediate road transportation of imported material from Mumbai airport to Haldia refineries factory in Haldia.**

<b>TENDER NO.</b>	<b>BL/LS/KOL/011/19-20 DATED 28 November 2019</b>	<b>TENDER DUE DATE</b>	<b>09 December 2019</b>
		<b>TIME :</b>	<b>12 : 00 PM</b>

TENDER PAPERS SHOULD BE DROPPED IN THE TENDER BOX OF LOGISTICS SERVICES DEPARTMENT.

निविदा निम्न पते पर भेजी जाए / The Tender is to be addressed to :

**Bappa Misra  
Manager - Operation,  
Logistics Services Department,  
Mezzanine Floor,  
21, Netaji Subhas Road,  
Kolkata – 700001.**



बामर लॉरी एण्ड कं. लि.

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लॉजिस्टिक सेवा विभाग/Logistics Services Division

21, नेताजी सुभाष रोड/21, Netaji Subhas Road

कोलकाता/Kolkata : 700 001.

**PRICE BID**

Description	Amount (Rs).
<b>Appointment of Vendor for immediate road transportation of imported material from Mumbai airport to Haldia refineries factory in Haldia.</b>	

Note : Taxes will be extra as per Gov't of India norms.