



**BALMER LAWRIE & CO. LTD.**  
TEMPERATURE CONTROLLED WAREHOUSE  
[PLOT NO. F-9/5, CHAWNE VILLAGE, PATALGANGA]  
E-mail: Choudhary.rr@balmerlawrie.com]  
CIN - L15492WB1924GOI004835

TENDER NO: BL/TCW-MUM/20-21/049 DT.27.05.2020

## **TECHNICAL / COMMERCIAL BID**

**Tender Document for**

***[Operation and Maintenance of company owned 18  
Refrigerated Vehicles each of 4 MT capacity]***

**DUE DATE & TIME: [10/06/2020 at 17:00 Hrs ]**

**INDEX**

S. NO.	PARTICULARS	PAGE NO.
1	Index	2
2	Notice Inviting e-Tender	3
3	Special Instructions for Participation in e-tendering	4
4	Scope of Work	7
5	General Terms and conditions	17
6	Declaration accepting terms & conditions by bidder	26
7	Particulars of the Tenderer's organization	27
8	Price Bid	28

### **NOTICE INVITING E-TENDER**

On line bid in two bid system are invited from reputed and resourceful Vendors, who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms & Conditions, for undertaking the subject contract for Operation and Maintenance of company owned 18 Refrigerated Vehicles each of 4 MT capacity.

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 only.

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

S. No	Description	Details
1	Name of Work	<i>Operation and Maintenance of company owned 18 Refrigerated Vehicles each of 4 MT capacity.</i>
2	Tender No	<b>BL/TCW-MUM/20-21/049 DT. 27/05/2020</b>
3	Validity Of Offer	<b>120 days from the date of opening of the Technical bid</b>
4	Contract Period	<b>One year extendable to one more year on the same terms and conditions.</b>
5	Tender Fee	<b>NIL</b>
6	EMD	<b>Rs.1,20,000 /-</b>
7	Downloading / Submission of Tender :	
	a. Starts on	27/05/2020 AT 3.00 PM
	b. Closes on	10/06/2020 AT 5.00 PM
8	Opening of Tenders	10/06/2020 AT 5.30 PM

#### **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.

- a. Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.

- b. Certificate of registration/incorporation in the case of Pvt. Ltd./Public Ltd. companies/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.
- c. Copy of PAN
- d. GST Certificate
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years ending March'2019.

## 2. VERIFICATION OF DOCUMENTS

- a. The uploaded documents by the Tenderer will be relied upon but the company reserves the right to verify all the original as and when the logistics solution improves in the country post COVID-19.
- b. Upon information the 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.
- c. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- d. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited, work could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.
- e. 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 has to submit an interest free EMD of Rs 1,20,000/- (Rupees One Lakh Twenty Thousand only) by Demand Draft/Pay Order at our above address. The DD/PO/BG for EMD should be drawn in favor of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Navi Mumbai /Mumbai]**. Copies of the instruments (DD/PO/BG) evidencing payment of EMD should be scanned & uploaded before bidding, offer submitted without EMD will be rejected. However, submission of EMD are exempted for small Scale Units registered with National Small Industries Corporation (NSIC) & Micro Small and Medium Enterprises (MSME) on submission, of valid copy of registration certificate. **MSME Vendor should declare UAM number on CPPP (Central Public Procurement Portal) failing which such bidder will not be able to enjoy benefits as per PP Policy for MSMEs order 2012.**

The physical original instruments/drafts/documents should reach our CFS address at plot no. 1, Sector-7, Dronagiri Node, Navi Mumbai-400707 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., 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. BI Help desk Details.

HELPPDESK 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.			
Balmer Lawrie & Co Ltd. , 21, Netaji Subash Road, Kolkata - 700 001			
Dedicated email : <a href="mailto:blsupport[at]c1india[dot]com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

## 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.

## 2. Special Note

1. The bidder can submit the online bid either for single or multiple locations as per the price bid format.
2. 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.
3. 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.
4. Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
5. 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.
6. 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.

**Note : Bidder has to download the price bid attached herewith in excel format, fill the relevant details and upload the same in PDF Format after putting stamp and sign**

## 3. 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**

**1. *The broad responsibility areas of the Transport Carrier will inter alia be as under:***

**1.1 Operation and Maintenance of 18 Nos. Balmer Lawrie owned Reefer Vans**

- 1.1.1 The Transport Carrier shall transport the goods in BL owned reefer trucks by road directly to the destination which may be interstate or intrastate.
- 1.1.2 The Transport Carrier is required to do coordination between the BL official and the official of the customer and regularly update the movement. Adequate resources should be provided by the Transport Carrier to carry out such co-ordination without any additional cost.
- 1.1.3 It will be the responsibility of the Transport Carrier to safeguard the materials after loading from the point of dispatch. During primary transportation the container will be sealed and the serial no of seal will be mentioned in the LR Copy. The seal should not be opened unless approved by BL official in writing. The Transport Carrier should follow the approved SOP for dispatch of the materials in case of secondary and retail distributions.
- 1.1.4 There should not be any pilferage of cargo during transportation, if such instances are observed and the customer is not getting the correct quantity as per delivery challan then the cost will be recovered from the bill of the Transport Carrier. It is therefore the responsibility of the Transport Carrier to do proper counting of the goods or products being loaded and its accuracy at the time of delivery.
- 1.1.5 All the refrigerated vehicles are installed with data loggers in working condition, the Transport Carrier are required to submit the bill along with the reports of data logger for all the routes. If it is found that the product temperature of refrigerated van at the time of unloading is more than average +3 Deg. than the desired temperature due negligence of the Transport Carrier. Transport Carrier's freight bill will be settled with 125% of deduction made by the customer or actual loss or 15% reduction of the total

chargeable freight whichever is higher. The decision of branch manager in this regard will be final and binding to the transport carrier.

- 1.1.6 In the event of breakdown of the Refrigerated Van or disruption of journey due to any reason including floods, blockage of road, heavy rains, riots and/or any other reason whatsoever, the transport carrier to the extent possible shall maintain the required temperature on continuous basis and/or make arrangement for the storage of the stocks at the nearest cold storage at desired temperature of the product, along with intimation of the same to BL official on immediate basis.

**The transport carrier will be fully responsible for transportation of products within stipulated time period as decided by the company official considering the vehicle average running per day of 300 Km after dispatch. If the vehicle fail to reach within the allotted time frame the company will charge a delay penalty @ Rs. 5000/- for each day of delay. However, delays due to disruption in road conditions due to floods, riots, bandh, civil disturbances etc., shall be considered while calculating delay penalty.**

- 1.1.7 While calculating transit period, the date of loading as well as date of unloading will be excluded.
- 1.1.8 In case of any shortage / damage/ loss of goods for whatsoever reason other than natural causes while the same are in the custody of the transport carrier, the transport carrier shall be liable to make good the value of goods including duty, penalties and fine as are leviable by our customer for such damage/ shortage / loss. The Transport Carrier should have an insurance coverage for cargo contained therein and liability with the beneficiary being mentioned as Balmer Lawrie. **The liability should mention the cold chain clause in their policies with minimum possible machine outage.** The limit of indemnity in this policy should cover Rs. 10 Lakhs per vehicle AOA and Rs. 25 Lakhs per vehicle AOY.
- 1.1.9 The shortfall if any in the receipt of amount from insurance company over the actual loss shall be met by the Transport Carrier / same will be deducted from the payments due to the Transport Carrier.
- 1.1.10 All transit insurance claims including Accident, TPND (Theft Pilferage & Non-delivery) or in case of breakdown of Reefer System for the transit loss shall be raised on the underwriter of transit insurance policy. Equivalent amount of loss to the company through deduction / claim by customers shall be withheld from the pending freight bills of the transport carrier. The withheld amount shall be released only after full settlement of insurance claim by the underwriter of the policy. If the insurance claim is short settled or rejected by the underwriter of the policy for any reason the respective transport carrier shall be primary responsible to compensate for transit loss of the products and the transit product loss shall be recovered from the pending freight bills of the transport carrier or from the Bank Guarantee available with us.
- 1.1.11 In cases of accidents or breakdowns, or a consignment is lost in transit and subsequently traced, or a consignment is seized by any government authority and released subsequently, the delay penalty will not be levied. However, the transport

carrier will be required to submit a sufficient documentary evidence of happening of any such event during transit of the consignment and also the evidence of no fault of the transport carrier in occurrence of the event.

- 1.1.12 While dispatching cargo the loading at the dispatch point will be arranged by BL or the customer keeping in mind the safeguarding of goods against transit damages. In case of any transshipment the transport carrier should strictly adhere to the same pattern of loading and stacking as was done at the time of loading at the dispatch point.
- 1.1.13 The transport carrier shall carry the goods with utmost care and will ensure that no breakage/ shortage / leakage occurs during transit.
- 1.1.14 The transport carrier will use these vehicles exclusively for transportation of goods with reference to Balmer Lawrie and in no case the materials belonging to other parties shall be carried. If the same is found then it will be considered as breach of contract and the company will take a suitable action as deemed fit.
- 1.1.15 If it is observed that the reefer vehicles are being used for transportation of goods for other customers then it will be considered as gross violation of the contract and this may lead to termination of the contract.
- 1.1.16 The transport carrier shall furnish consignee and consigner copies of the consignment note to BL and one copy to the loading point/s on the date of dispatch. Acknowledgement of the receipt of goods by representative of the transport carrier upon delivery at the loading point/s shall be considered as kachha receipt of the consignment note and the transport carrier will be responsible for the goods as carriers.
- 1.1.17 When a consignment is lost in transit and/or not delivered at the destination within a reasonable period of time, the responsibility of loss of such consignment would entirely lie on the transport carrier. The value of such loss to the company or customer of the company shall be entirely recoverable from the transport carrier irrespective of whether or not the company or the customer of the company has insured the consignments against loss.
- 1.1.18 In case of accident during transit and the consignment or the vehicle become unfit for onward transportation, goods should be transhipped to another reefer truck as early as possible and transported to consignee destination. In such cases transshipment penalty and late delivery penalty will not be applicable provided that there is no willful delay on the part of the transport carrier.
- 1.1.19 **Documentation : Shortages/ Damages / Accident**
  - 1.1.19.1 The transport carrier shall comply with all the requirements that are requested by the consignee such as Shortage/damage certificates and also comply with other formalities necessary for filling claims for transit loss on insurance company under transit insurance policy, such as Acknowledgment of claim notice, providing FIR, Photographs, Police Report etc.,

- 1.1.19.2 In case of shortage, breakages, damages or goods having been delivered in unsound conditions, transport carrier's representative present at the time of delivery of consignment will have to first acknowledge such shortages and damages by signing the "Delivery Examination Report" prepared at time of taking delivery of the consignment.
- 1.1.19.3 A claim/ transit loss notice covering the entire quantity and value of damages/shortage would then be served in duplicate to the transport carrier's office, the transport carrier firm would then be required to return one copy of such claim / transit loss notice, duly signed and rubber stamped by the authorized representative of the transport carrier firm. This is an essential requirement for filing claims for transit loss on insurance company under our transit insurance policy.
- 1.1.19.4 In case of all survey claims, transporter will provide all the details and documents as required by the insurance company.
- 1.1.19.5 The "Delivery Examination Report" and claim/ transit loss notice referred above will be considered valid documents in confirmation of shortage and damages to the consignment delivered and in no case transport carriers would dishonor their responsibility in this regard.
- 1.1.19.6 In case of any accident to the vehicles carrying our consignment, the transport carrier should immediately report the matter to the nearest police station, simultaneously informing the officer in charge of Balmer Lawrie for the nature and extent of damages. The original copies of Police Panchnama, FIR and spot photographs of accident truck should be forwarded to the office of Balmer Lawrie.
- 1.1.19.7 It is also the responsibility of the transport carrier to inform to the officer in charge of Balmer Lawrie for conducting the spot survey of the loss by the underwriter of the Transit Insurance Policy obtained by either Balmer Lawrie or the customer of Balmer Lawrie. Failing to report immediately for any shortage / breakdown of the vehicle or refrigerated plant / accident to vehicles carrying the consignment enroute for conducting the spot survey of the loss, the transport carrier shall be responsible for the entire loss.
- 1.1.19.8 All the documents as stated above under clause no. 1.1.20.1 till 1.1.20.7 if any should be made available within 15 days from the date of accident.
- 1.1.19.9 Freight payable on such consignments will not be paid unless all the corresponding claims are settled by the underwriter.
- 1.1.19.10 In case transport carrier fails to submit all the required documents within the time limit specified above for lodging the claim on underwriters, the entire loss as assessed by the surveyor and subsequent expenses thereof shall be recovered from the transport carrier.

- 1.1.20 The transport carrier shall ensure adherence to all safety norms at all places whether it is running or stationary.
- 1.1.21 The transport carrier shall have to deal effectively with all local issues / unions.
- 1.1.22 The transport carrier shall be responsible to provide exclusive liaison officer and field staff for smooth movement of reefer vehicles.

### Maintenance of Refrigerated Vehicles.

#### 1. Information pertaining to the Refrigerated Vehicles,

Sr. No.	Particulars	Remarks
1	Model No of the vehicle	Mahindra 11.10 T 4X 2 4C CR3 BSIV 4950 22FT CARGO DAY CAB
2	Fuel	Diesel
3	Dimension of container	22ft x 8 ft x 8.4 ft
4	PUF insulation thickness	Side Wall – 125 mm Floor – 125 mm Roof – 125mm Rear Door – 125mm
5	Small door on Back Doors	Provided a door of size 600mm x 560mm
6	Tool Box	Provided as per the standard sizes
7	Lights inside the container	2 Nos SMD LED Lights inside the container which will provide minimum 150 LUX at the floor level
8	Water testing of container	Tested and found ok
9	Retro reflective tape	Provided as per the RTO norms
10	Height marks provided as per the CMVR	2 Nos white at front and 2 nos Red at rear height marker provided
11	Temperature to be maintained inside the container	Upto -20 to -25 Deg. Centigrade
12	Refrigeration Equipment	Carrier make
13	Fire Extinguisher (Powder Type)	2 Nos. of 2 Kg Fire Extinguishers, one provided in the driver cabin and the other inside the container.
14	GPS System	GPS system provided along with one year subscription.
15	Jacks	10 T Capacity Hydraulic Jack
16	Tyre Stepney	One tyre is provided as stepney
17	Tool Kits	Provided as per the vehicle standard

## 2. Scope pertaining to maintenance of the Refrigerated vehicles

All the refrigerated vehicles needs to be maintained properly for its proper working with regular oil service, grease packing, engine repair, refrigerated equipment & miscellaneous works including engine and cabin.

- a) The refrigerated unit will be under warranty a period one year i.e. till 31<sup>st</sup> March'2021 for any defects, the transport carrier will be provided all the contact details for regular maintenance of the reefer units and get the machine fully maintained at all the time.
- b) During transit period the maintenance such as tyre break or rupture and any consumables which are not covered under AMC will have to be provided by the Transport Carrier at their own cost under the informations to BL official.
- c) Checking oil and coolant level as per the recommended schedule. This should be done as per the operational guideline of OEM.
- d) Checking the performance of the tyre regularly and to be replaced as per its conditions on confirmation to BL official. If BL official during inspection observed that the tyre(s) is/are not in good condition then the same should be replaced within 24 hours of intimation.
- e) Performing regular tune ups should involve checking that no contaminants have gotten into the refrigeration unit which could impact its temperature performance.
- f) All the maintenance to be carried out from the OEM i.e. engine and chassis to be done from the service center of Mahindra and the refrigeration units are to be done from Carriers.
- g) Get regular checkups of the individual units from the third party appointed by the BL in presence of BL official.
- h) Always ensure that
  - a. Inside of the container is clean to avoid any contamination,
  - b. Carefully examine the walls / skin of the insulated area for any cracks that could affect the temperature control,
  - c. Check all the seals and locks on the door,
  - d. Inspect the drains,
  - e. Check oil and coolant levels.
- i) The vehicle will have Fitness certificate for 2 years and hence no Fitness certification is required for the vehicle.
- j) In case of accident during the period of contract, insurance claim would be lodged by BL and the full claim proceeds would be passed on to the Transport Carrier subject to the repair cost being fully borne by the Transport Carrier / recovered from the amounts due to the Transport Carrier. In case any extra amount is required for carrying out the repair over and above the claim settlement amount, the same shall be borne by the Transport Carrier.
- k) Our company would provide a format for submission of indemnity bond, applicable for any claim whatsoever for any violation of law. This will keep BL indemnified against any claim / loss whatsoever from any party / organization / government etc.,
- l) Insurance Premium and any statutory charges are the responsibility of BL except any penalty and fine.

**NOTE: All the refrigerated vehicles are new and up to date without any movement on road.**

### **3. AMC of the vehicles**

BL has given the AMC to M/s Mahindra and Mahindra directly for a period of 5 years, the scope covered under AMC are as follows however those scope which are not covered under AMC it is the responsibility of the Transport Carrier to arrange the same at their own cost under official intimation to BL and supervision.

#### **3.1 Details of maintenance and repairs covered under AMC,**

- 3.1.1 Changing of lubricants and filters, hub greasing and seals as per routine schedule.
- 3.1.2 Changing of air filters (Primary/Secondary) as per prescribed schedule.
- 3.1.3 Repair/Replacement of wear and tear items like clutch/brake liners/king pin kit/propeller shaft center bearing, DDU, APU, Air compressor etc.,
- 3.1.4 Repair of aggregate viz. engine, gear box, propeller shaft, front and rear axle (Excluding beam), power steering etc.,
- 3.1.5 Top up of lubricants.
- 3.1.6 Self-starter and alternator repairs.
- 3.1.7 Onsite breakdown support for parts covered under AMC.
- 3.1.8 HP Pump and Injectors

#### **3.2 Details of maintenance and repairs NOT covered under AMC,**

- 3.2.1 Tyre/Tube/Wheel Rims.
- 3.2.2 Accident repairs of any type.
- 3.2.3 Work related to fitness certificate.
- 3.2.4 Paint services related to chrome, upholstery, door trims, floor mats, roof linings, glass work, body work, Cabin upholstery items, or any other super structure or services of other accessories added to the vehicle post manufacture or equipment not fitted as standard to the vehicle.
- 3.2.5 All type of glasses including windscreen glass.
- 3.2.6 Battery repairs or replacement.
- 3.2.7 Accessories like RUPD, SUPD, Toolkit, etc. Spare wheel carrier, Silencer.
- 3.2.8 Clutch plate burnt cases.
- 3.2.9 Chassis sub frame & brackets
- 3.2.10 Cabin.
- 3.2.11 Wheel alignment.
- 3.2.12 Wiper arm and blade.
- 3.2.13 Chassis frame.
- 3.2.14 Electrical and electronics, gauges etc.
- 3.2.15 Suspension
- 3.2.16 Wiring harness

**3.3 Transport Carrier Responsibility – It is the Transport Carrier responsibility to adhere to the following requirements to avoid the AMC non applicability,**

- 3.3.1 Routine maintenance, minor repair jobs and major repair / overhauling jobs will be carried out at authorized workshops of MTBD (Mahindra Truck and Bus Division).
- 3.3.2 The Transport Carrier has to ensure that daily and routine inspection / checks and maintenance jobs for upkeep of the vehicle as per operators manual. No consequential damage or damages arising due to incorrect driving and / or negligence on daily check will be borne by MTBD.
- 3.3.3 It is the responsibility of the Transport Carrier to take the break down vehicle to MTBD authorized service setup/site workshop, if any, for all repair jobs. In no condition vehicle should run with Loss of Coolant/engine oil, punchers hoses, broken aggregates etc.
- 3.3.4 Transport Carrier will send vehicles for availing routine services, preventive maintenance and break down assistance at designated service set ups at their cost.
- 3.3.5 AMC scheme is time and HR base. If speedometer is found tampered, AMC services will be withdrawn.
- 3.3.6 AMC will be suspended for any vehicles, in case vehicle met with an accident. However if repairs carried out at MTBD authorized service setup, same will be enrolled under AMC after due verification.
- 3.3.7 Transport Carrier have to ensure right quality of fuel for operation of vehicles.
- 3.3.8 If failure is due to vehicle misuse/abuse, AMC will not be entertained for all such failures.

**4. Guarantee and Warranty of Refrigerated Container**

The container and the refrigerated equipment are under defect liability period for one year and any manufacturing defect will be serviced by the supplier of the same. The Transport Carrier has to report to BL immediately to refer to the concerned person of the supplier. AMC for the refrigeration equipment will be taken after completion of one year or the provision as per the OEM.

**5. HSE and Statutory Compliance for Manpower.**

The Transport Carrier should provide all safety equipment required by their workmen for discharging their work. The Company will not be responsible for non-adherence of Safety norms by the transport Carrier/his workmen. The Transport Carrier will take out Insurance cover of all his employees under Workmen Compensation Policy and as required under any other statute.

The Transport Carrier should ensure that the workmen deployed by him behave in an orderly manner and shall not create any nuisance inside or outside the premises and adhere to the administrative rules of the company.

It is clearly understood that the drivers engaged by the Transport Carrier should have valid license and they are the Transport Carrier's own workmen and not employees of the Company. The Contactor will be responsible to comply with the provisions of various labour legislations including all rules and regulations of different Labour Boards.

It will be the duty of the Transport Carrier to engage adequate number of efficient and effective Supervisors etc. at his own cost for carrying out the work.

It will also be the responsibility of the Transport Carrier to ensure that the drivers engaged by him are well behaved and should follow the instructions given by Balmer Lawrie officials and security staff while operating inside the TCW. They should park the vehicles inside the TCW in the designated area with a prior intimation to Balmer Lawrie officials. All persons engaged by the Transport Carrier should have necessary photo identity cards / issued by the Transport Carrier.

## **6. Maintenance of Log books**

The vehicles should be strictly utilized for the movements meant for Balmer Lawrie only. The Transport Carrier shall maintain proper log books separately for each vehicle detailing the utilization of vehicles and no. of trips operated during the day. The log book has to be certified by our authorized company official on every completion of trip or as per the availability of the vehicle at the TCW location. Periodical inspection of all the vehicles would be carried out by Balmer Lawrie Officials or any third party once in three months. Any maintenance work suggested by Balmer Lawrie should be completed within 15 days of inspection at the cost and responsibility of the Transport Carrier.

Similarly, when there is no movement of refrigerated vehicles on any day, it should be parked within our premises or at Transport Carrier's place, however an information pertaining to the same should be made to the BL officials.

## **7. Insurance**

- a. BL has taken the comprehensive insurance policy for the vehicle which covers the accidental damages for the vehicles.
- b. The insurance of products will be taken by the customer.

- c. The Transport Carrier or the Transport Carrier for reefer vehicles has to take the transit insurance for the products.

**8. Material Loading and Unloading**

**Primary Distribution:** - The loading and unloading will be done by the customer at the point of dispatch or at the place of delivery.

**Secondary Distribution:** - The secondary distribution is mainly for the retail type of operations, in which one delivery assistant (DA) will be required who will unload the materials at the point of delivery.

## **GENERAL TERMS AND CONDITIONS**

### **1. Eligibility Criteria For Techno-Commercial Bid**

- a) Payment of interest free EMD of Rs.120000/- [Rs. One Lakh Twenty Thousand Only]. MSME /NSIC bidders are exempted from payment EMD subject to submission of proof of valid certificate.
- b) Operating Experience in transportation of Refrigerated vehicles or as Transport Carrier for operating trucks /Trailers for a minimum period of at least five years as on 31.03.2020. (Proof in the form of copies of WO/Completion certificate to be attached).
- c) The bidder should have at least 30 owned refrigerated vehicles or the trucks or the trailers purchased in the name of the company. The bidder should submit the list of all those vehicle and should also submit the copies of RC books.
- d) Average turnover of Rs 75.00 Lakhs per annum in the last 3 years ending 31<sup>st</sup> March 2019, proof in the form of P&L statement or CA certificate must be submitted in order to support the claims.
- e) Bidder should not be black listed by any PSU, Govt. Department or any private organization and self-declaration on the company letter head is to be submitted for the same.
- f) Bidder should have Valid GST registration no.( GST certificate is to be attached )

### **2. Submission of Online Bids**

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

**[A]** Technical / Commercial Bid [Un priced]

and

**[B]** Price Bid

For Price Bid, only the rates are to be submitted on line 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. Method for Selection:**

The evaluation will be carried out for individual location and the selection will be based on lowest rate quoted for that location. The company reserves the right to conduct the negotiation with the L1 Party under clause no 6 of General Terms and Conditions.

If the bids are not received for all the location then the tender will be evaluated for those locations only.

**Any doubts on the above may please be clarified in writing with Mr. Rakesh R. Choudhary (09866400155).**

#### **4. Tender Opening**

[A] Un priced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

After opening and evaluation of the Technical / Commercial Bids, the price bid of those bidders who are found techno commercially qualified will be opened online only.

#### **5. Acceptance of offers**

- 5.1 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.
- 5.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 5.3 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.
- 5.4 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 Tender fee/Earnest Money Deposit (unless exempted under the terms of this tender) will be rejected.

#### **6. Negotiations**

- 6.1 Balmer Lawrie reserves the right to negotiate with L1 bidder only. 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.
- 6.2 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 without assigning any reason for the same.

## 7. Price Variation

7.1 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. The above clause is except the cost towards the diesel which will be calculated as per the clause no. 8.

7.2 The quoted rates shall be kept valid for acceptance for a period of minimum 120 days from the date of opening the technical Bid.

## 8. Fuel Escalation / De-escalation

The rate should be firm throughout the contract period except for escalation/de-escalation of HSD price announced by Govt. of India during the contract period.

In case of any revision in the price of diesel during the contract period, the escalation/de-escalation will be calculated as per following formula:-

$$\text{Escalation/ De-escalation} = 0.30 \times A \times \frac{(C - B)}{B}$$

Where A stands for per Km rate as per contract

B stands for ruling price of diesel applicable at Rai, Navi Mumbai and Hyderabad as on (31.05.2020 )

C= Revised price of diesel respectively at Rai, Navi Mumbai and Hyderabad.

**The diesel rate prevailing on the last day of the previous month would be considered for arriving at the escalated /de-escalated rate for the billing month. No other price escalation on any account will be entertained during the contract period.**

## 9. 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.

## 10. Inspection of vehicles

All our Reefer Vehicles are brand new however bidders are requested to inspect the condition of the vehicles at our Rai and Patalganga with a prior intimation to Balmer Lawrie Officials during normal working hours. The bidders are expected to understand the tender

requirements as well as the condition of the vehicle and satisfy themselves before they quote against our tender.

#### **11. Contract Period**

The contract will be for a period of 12 months effective from the date of issue of LOI /WO or such date as may be mutually agreed. On satisfactory performance during the initial contract period of 12 months, the contract may be extended to a maximum period of 12 months subject to mutual consent on the existing terms & conditions.

#### **12. Performance Guarantee**

Performance Guarantee for Rs.3, 00,000/- (Rupees Three lakhs only) has to be submitted in the form of Bank Guarantee, as per prescribed format of the company, to cover the "Risk & Cost" of any damages caused due to negligence of the Transport Carrier / mishandling / malfunctioning or non-performance. The Performance Bank Guarantee should be valid for a period of 15 (Fifteen) months from the date of commencement of contract. In the event of extension of contract for a further period of 1(one) year after initial contract period, the Performance Bank Guarantee will be required to be extended for another 15 (Fifteen) months. Alternatively successful bidder may deposit performance guarantee in form of cash or DD in favor of Balmer Lawrie & Co. Ltd. payable either at Mumbai or Navi Mumbai. This performance guarantee will not bear any interest.

#### **13. Security Deposit / EMD**

A non-interest bearing Security Deposit of Rs.5,00,000.00 [Rs. Five Lakhs Only ] by way of Bank Draft or Bank Guarantee of equivalent amount, in addition to the Performance Guarantee, will be required to be deposited with the Company by the successful individual bidder within 10 days of getting work order / letter of intent from the Company. In addition, the Earnest Money Deposit of the successful bidder would also be retained as Security Deposit till completion of the contract/extended contract period. The EMD of unsuccessful bidder will be refunded after finalization of the contract.

EMD is liable to forfeiture in the event of:

- a) Withdrawal of offers during validity period of the offer
- b) Non acceptance of orders by the bidder within the stipulated time after placement of order
- c) Any unilateral revision made by the bidder during the validity period of the offer.
- d) Non submission of Security Deposit.

- e) Bidders submitting false/fabricated/bogus documents in support of their credentials

#### **14. Volume of work**

There is no assurance on volume of business during the validity of the Contract. Any variation / addition / deletion in the items of work/changes in volume indicated shall not form a basis for any dispute regarding the rates quoted in the tender and shall not be a ground for any claim of compensation.

#### **15. Deployment of Manpower for vehicles**

The successful bidder will be given a time frame of 15 days for deployment of driver and other resources required for running the vehicles. The actual date of billing will be considered from the date of deployment of all the resources and on certification of officer in charge from Balmer Lawrie.

#### **16. Payment of Freight Bills**

##### **16.1 Towards the Monthly Fixed Cost**

- a. The monthly fixed cost will be paid based on no of vehicles handed over to the Transport Carrier for deployment of manpower and maintenance. The fixed monthly payment will start from the date of deployment of all resources for running the vehicle.
- b. In case the allotted vehicle is damaged due to accident and the vehicle is under breakdown then the fixed cost for that particular vehicle will be paid on proportionate basis for the running period only.

##### **16.2 Towards Running the Vehicle**

- The transport carrier shall submit fortnightly bills in duplicate to our respective branch office on the 1st and 16th of every month for the consignments delivered at the destinations as per the approved rates along with a copy of consignment note under which the subject consignment was transported, temperature log report, delivery note or any supporting documents required.

- Detention will be paid after 24 hours of reporting of the vehicle excluding Sunday and Holiday if any in between. To calculate applicable detention, it is the prime responsibility of the carrier to make entry time reported on the arrival report or on challan of materials at the gate entry of the warehouse.
- The payment will be released from our Mumbai office within 15 days from the date of submission of bills duly certified by company officials with all relevant supporting documents.

**16.3 Statutory Payment:** If any statutory payment is required other than any toll/ penalty challans will be reimbursed on submission of original receipt except any penalty and fine.

### **17. 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 Transport Carrier directly or indirectly to any person, firm, or corporation without the written consent from the company.

### **18. Confidentiality**

All the personnel employed by Transport Carrier for the purpose of this contract should be exclusive to Balmer Lawrie and they won't by-pass us for the period even after the contract. The rates quoted by Transport Carrier should be confidential and also any business-related information that they have about our clients, about our business or any document shared shall be covered under this clause. If these are violated the company has right to terminate their contract and extract the penalty amount in lieu of disclosing confidential information about our clients to our competitor.

### **19. Indemnity**

The Transport Carrier shall indemnify the Company from all liabilities and responsibilities of all personnel to be employed by the Transport Carrier at Company's premises including their necessary licence/permission etc. from competent authorities. The Company shall have no liability whatsoever concerning the persons deployed by the Transport Carrier for

the purpose. The Transport Carrier shall keep the Company indemnified against all losses or damages of liability arising out of or imposed in due course of employment of its personnel by them during the entire run of the contract. In case the personnel deployed by the Transport Carrier resort to any litigation in any court for any reason or raise an Industrial Dispute, the Transport Carrier shall be solely responsible towards the verdict of the court, at its own cost. The Transport Carrier is liable for expenses, losses and damages, if any, due to his employees, any claim or suit or any such proceedings against BL and BL is entitled to deduct the sum from the pending or future bills of the Transport Carrier. Indemnity Bond (Annexure-C) to be given by the successful bidder at the time of awarding of contract and another Indemnity Bond (Annexure-D) to be given by the outgoing Transport Carrier before his last month bill & final settlement is released by BL.

## **20. Liability & Ensuring Safety**

The Transport Carrier will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc. and also within Balmer Lawrie premises. 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 Refrigerated Vehicles would be to the account of the Transport Carrier.

## **21. Purchase preference policy for MSE Vendors**

If it is seen that a Micro and Small Enterprises (MSE) has participated and the price quoted by them is within a price band of +15% of the L1 price (which is from a supplier who is not MSME), then such MSE vendor will be given the order subject to their matching the L1 price. In case, more than one MSE vendor is within the range of L1+15%, all of them shall be given the option of matching the L1 price. In such a situation, the quantities will be equally divided amongst all such MSME vendors who have matched the L1 price. In case the total tender value is not split able, 100% of the value will be given to MSE (within 15% band with non MSE vendor) subject to matching with L1 price of non MSE vendor.

## **22. Compliance of GST**

The Transport Carrier should compulsorily follow all the provisions of GST and in the event any default for fulfilling any provisions of the GST Act, Balmer Lawrie & Co. Ltd. would exercise the right for non-payment/withholding payment, / black listing.

## **23. Termination**

The contract can be terminated by either party by giving 3 clear months' notice in writing. However in case of serious breach of contract by the Transport Carrier the Company reserves the right to terminate the contract without notice.

## **24. 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 non-performance or delay in performance. Performance under the contract shall be resumed as soon as practicable once the "event" come to an end.

## **25. Arbitration**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration 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. The award shall be a

speaking award stating reason therefor and is final & binding on the parties. The proceeding shall be conducted in English language and courts at Kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

In event of any dispute or difference relating to the interpretation and application of the provision of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

**26. TDS Compliance :**

Central Government vide Notification No.50/2018 dated 13th September 2018, has made TDS provision applicable under GST Law on all payments affected by Public Sector Undertaking (PSU) w.e.f. 1st October 2018.

BALMER LAWRIE being a PSU these provisions will be applicable for all the payments made by BALMER LAWRIE on or after 1st October 2018. TDS shall be deducted @ 2% of taxable value excluding GST.

TDS deducted from the payments will be deposited with GST authorities by 10th of the following month and TDS certificates will be issued subsequently.

Kindly note that this TDS under GST Act shall be deducted on both material as well as services. Further this TDS under GST Act is in addition to the TDS as applicable under Income Tax Act, 1961.

**DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020 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	Tenderers 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	
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 MSMED act	
15	In case registered under MSMED provide registration number and copy of registration certificate.	
16	MSMED vendor must state whether they belongs to SC/ST Category	
18	Are you a member of any Transport Association If yes, mention the name of the association	

Balmer Lawrie & Co. Ltd. Container Freight Station, *[Mumbai]*  
e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020

**PRICE BID FORMAT**

Ref: Tender No: BL/TCW-MUM/20-21/049 DT. 27/05/2020 for Operation and maintenance of Refrigerated Vehicles.

Sl. No.	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)	GST %	GST Amount (Rs.)	Total Amount (Rs.)
<b>1. FOR HYDERABAD - 5 Vehicles</b>								
1.1	Lump sum Monthly charges per vehicle for fixed 1500 KM per Month. For detail refer clause 16.1.	No	5		-		-	-
1.2	Additional Rate Per KM over 1500 KM per vehicle of running the refrigerated vehicle.	KM	210000		-		-	-
1.3	Per KM Charges for movement of empty refrigerated vehicles without running the Refrigerated Units.	KM	60000		-		-	-
1.4	Detention charges beyond 24 Hours of reporting the vehicle at the designated place. For details refer clause no 16.2.	Hour	4000		-		-	-
	<b>Total for Hyderabad</b>				-		-	-
<b>2. FOR MUMBAI - 9 Vehicles</b>								
2.1	Lump sum Monthly charges per vehicle for fixed 1500 KM per Month. For detail refer clause 16.1.	No	9		-		-	-
2.2	Additional Rate Per KM over 1500 KM per vehicle of running the refrigerated vehicle.	KM	378000		-		-	-

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Mumbai]**

**e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020**

2.3	Per KM Charges for movement of empty refrigerated vehicles without running the Refrigerated Units.	KM	108000		-		-	-
2.4	Detention charges beyond 24 Hours of reporting the vehicle at the designated place. For details refer clause no 16.2.	Hour	7200		-		-	-
	<b>Total for Mumbai</b>				-		-	-
<b>3. FOR RAI - 4 Vehicles</b>								
3.1	Lump sum Monthly charges per vehicle for fixed 1500 KM per Month. For detail refer clause 16.1.	No	4		-		-	-
3.2	Additional Rate Per KM over 1500 KM per vehicle of running the refrigerated vehicle.	KM	168000		-		-	-
3.3	Per KM Charges for movement of empty refrigerated vehicles without running the Refrigerated Units.	KM	48000		-		-	-
3.4	Detention charges beyond 24 Hours of reporting the vehicle at the designated place. For details refer clause no 16.2.	Hour	3200		-		-	-
	<b>Total for Rai</b>				-		-	-
	<b>Grand Total</b>				-		-	-

Note: Indicative quantities are approximate only. Actual running KM and the no of vehicle may vary as per the requirement on location wise.

**ATTACHMENT - I**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To  
Balmer Lawrie & Co. Ltd.  
SBU- Logistics  
21, Netaji Subhas Road  
Kolkata – 700 001

Whereas ..... (Name of the bidder) (hereinafter called “the Bidder”) has submitted its bid for the .....  
(purpose) (hereinafter called “the Bid”) against Tender reference No. .... dated ..... M/S. BALMER LAWRIE & CO.  
LTD., 21 Netaji Subhas Road, Kolkata – 700 001.

The conditions of Tender provide that the Bidder shall pay a sum of Rs. .... (Rupees ..... only)  
(hereinafter called “the said amount”) as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of  
Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said ..... (name and address of the Bidder) have approached us and at their request and in consideration  
of the premises we, ..... (Name of the Bank) having our office at ..... (address of the Bank) have  
agreed to give such guarantee as herein after mentioned.

Know All Men by these presents, we, ..... (name of the Bank) of ..... (address of the Bank) having our office,  
inter alia, at ..... (hereinafter called “the Bank”) are bound unto BALMER LAWRIE & CO. LTD. .... (address)  
(hereinafter called “the Purchaser”) in the sum of Rs. .... (Rupees ..... only) for which payment will truly  
be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ..... day of .....

THE CONDITIONS of this obligation are :

1. **If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or**
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
  - a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to  
substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing  
to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any  
demand in respect thereof should reach the Bank not latter than the above date.

Notwithstanding anything contained herein :

- i) Our liability under the Bank Guarantee shall not exceed Rs. .... (Rupees ..... only)
- ii) This Bank Guarantee shall be valid upto .....
- iii) We are liable to pay the guaranteed amount or pay part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (Last date of validity)

We, ..... (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... 2016 granted to him by the Bank.

Your faithfully,

(Specimen Signature)

**ATTACHMENT - II**

**BANK GUARANTEE AGAINST PERFORMANCE**  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Letter of Guarantee No.

Dated : the            day of

THE GUARANTEE is executed at Kolkata on the            day of            .....by .....(set out full name and address of the Bank) (hereinafter referred to as "the Bank" which expression shall unless expressly executed or repugnant to the context or meaning thereof mean and include its successors and assigns).

WHEREAS Balmer Lawrie & Co. Ltd. (local address), ..... an existing company within the meaning of the Companies Act, 1956 and having its Registered Office at 21, Netaji Subhas Road, Kolkata – 700 001 (hereinafter referred to as "the Company") issued a Tender being No.            dated            (hereinafter referred to as "the said Tender") for (set out purpose of the job) and pursuant thereto Messrs/ Mr.            .....(set out full name and address of the Contractor) (hereinafter referred to as "the Contractor" which term or expression wherever the context so requires shall mean and include the partner or partners of the Contractor for the time being/his/its heirs, executors, administrators, successors and assigns) (delete which are not applicable) has accepted the said Tender and filed its quotation.

AND WHEREAS the quotation of the Contractor had been accepted by the Company and in pursuance thereof an Order being No. .... dated ..... (hereinafter referred to as "the said Order") has been placed by the Company on the Contractor for (set out purpose of the job).

AND WHEREAS under the terms of the said Order the Contractor is required to furnish the Company at their/his/its own costs and expenses a Bank Guarantee for Rs. ....(Rupees ..... only) as performance guarantee for the fulfilment of the terms and conditions of the said Tender and to do execute and perform the obligations of the Contractor under the Agreement dated the ..... day of ..... (hereinafter referred to as "the Agreement") entered into by and between the Company of the one part and the Contractor of the other part, the terms of the said Tender and the terms contained in the said Order which expression shall include all amendments and/or modifications/or variation thereto.

AND WHEREAS the Contractor had agreed to provide to the Company a Bank Guarantee as security for the due performance of their/his/its obligations truly and faithfully as hereinbefore mentioned.

NOW THIS GUARANTEE WITNESSETH as follows :

1. In consideration of the aforesaid premises at the request of the Contractor, we ..... (set out the full name of the Bank) the Bankers of the Contractor shall perform fully and faithfully their/his/its contractual obligations under the Agreement dated the ..... day of ..... entered into by and between the Company of the one part and the Contractor of the other part, the terms and conditions of the said Tender and the said Order.
2. We, ..... (set out full name of the Bank) do hereby undertake to pay to the Company without any deduction whatsoever a sum not exceeding Rs..... (Rupees ..... only) without any protest, demur or proof or condition on receipt of a written demand from the Company stating that the amount claimed is due by way of loss and damage caused to or would be caused to or suffered by the Company due to bad workmanship or by reason of breach of any of the terms and conditions of the Agreement, the said Tender and the said Order hereinbefore mentioned.
3. The Guarantee is issued as security against due performance of the obligations of the Contractor or under the Agreement aforesaid and the said Tender and the said Order hereinbefore mentioned and subject to the conditions that our liabilities under this Guarantee is limited to a maximum sum of Rs..... (Rupees ..... only) or the amount of loss or damage suffered or to be suffered by the Company in its opinion at any period of time, whichever is lower.
4. We, ..... (set out full name of the Bank) further agree that the undertaking herein contained shall remain in full force for a period of months from the date of the satisfactory execution of the Contract.
5. This Guarantee shall not be affected by any amendment or change in the Agreement or change in the constitution of the Bank and/or the Company and/or the Contractor.
6. We ..... (set out full name of the Bank) undertake not to revoke this Agreement during its currency except with the previous consent of the Company in writing.

**Balmer Lawrie & Co. Ltd. Container Freight Station, [Mumbai]**

**e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020**

7. All claim under this Guarantee must be presented to us within the time stipulated after which date the Company's claim/right under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged from all liabilities hereunder.
8. This instrument shall be returned upon its expiry or settlement of claim(s) if any, thereunder.
9. Notwithstanding anything contained hereinbefore our total liabilities under this Guarantee shall not exceed a sum of Rs..... (Rupees ..... only) and unless a demand or claim in writing under this Guarantee reaches us on or before the date of ..... (last date of claim) and if no claim is received by us by that date all rights and claims of the Company under this Guarantee shall be forfeited and we, .....(set out full name of the Bank) shall be released and discharged of all our liabilities under this Guarantee thereafter.
10. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute this Guarantee under Power of Attorney dated the ..... day of ..... granted to him by the Bank.

Place :

Date :

ATTACHMENT – III

PROFORMA OF BANK GUARANTEE FOR SECURITY  
DEPOSIT

Balmer Lawrie & Co. Ltd.

SBU:- Logistics (Cold Chain - TCW)  
21, Netaji Subhas Road  
Kolkata – 700 001

Dear Sir,

That Messrs/Mr. ....(set out full name and address and constitution of the Contractor) (hereinafter referred to as “the Contractor”) filed their/his/its quotation against your Tender being Tender No. .... dated ..... (hereinafter referred to as “the said Tender”) for the work ..... (set out the purpose of the job) and in pursuance thereto an Order being No. .... dated ..... (hereinafter to as “the Order”) was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs..... only) as full security deposit (hereinafter referred to as “the security deposit”) in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. .... (set out full name of the Contractor) have/has approached us and at their/his/its request and in consideration of the premises We ..... (set out full name of the Bank) having our office, inter alia at ..... (state the address of the Bank) have agreed to give such guarantee in the manner following :

1. We, ..... (set out full name of the Bank), hereby undertake with you if default is made by Messrs/Mr. .... (set out full name of the Contractor) in performing any of the terms and conditions of the Tender and/or in payment of the security deposit or any other or in payment of money payable to you. We, ..... (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs..... (Rupees ..... only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. **We, ..... (set out full name of the Bank), further agree with you that you hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. .... (set out full name of the Contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and conditions relating to the Contract and we, ..... (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be**

given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs..... (Rupees ..... only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court or any other authority or authorities.
4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. .... (set out the full name of the Contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid,
5. Our liability under this guarantee is restricted to Rs. .... (Rupees ..... only).
6. Our guarantee shall remain in force and effect until ..... (set out the date of expiry) and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. .... (set out last date of Claim period), the said Guarantee all your rights under this guarantee shall be forfeited and we, ..... (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.
7. We , ..... (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.
8. We, ..... (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the ..... day of Two Thousand and Sixteen granted by the Bank.

Yours faithfully,

Dated : ..... (Place)

.....(Date)

.....  
(Signature of Officer on  
behalf of .....)  
(Set out name of the Bank)

Balmer Lawrie & Co. Ltd. Container Freight Station, *[Mumbai]*  
e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020

Balmer Lawrie & Co. Ltd. Container Freight Station, *[Mumbai]*  
e-Tender No : BL/TCW-MUM/20-21/049 DT. 27/05/2020