

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

Tender No : BL/CFS/MUM/702 dt.25/06/2020



SINCE 1867

**BALMER LAWRIE & CO. LTD.
CONTAINER FREIGHT STATION**

[PLOT NO.1, SECTOR-7, DRONAGIRI NODE, NAVI MUMBAI-400707

Phone No 2724 0466 /2724 2988, Fax No. 2724 2943

E-mail: koli.ka@balmerlawrie.com

CIN - L15492WB1924GOI004835

**E- TENDER NO: BL/CFS/MUM/702
TECHNICAL /COMMERCIAL BID**

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

DUE DATE & TIME: [04/07/2020 at 5.00 PM]

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NOTICE INVITING E-TENDER

Online bids (Two Bid System) are invited from the registered vendors who fulfill the eligibility criteria mentioned elsewhere in the tender document under the Heading General Terms and Conditions, for undertaking the subject contract **PROVIDING OF VEHICLE ON MONTHLY HIRE BASIS.**

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

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

S. No	Description	Details
1	Name of Work	PROVIDING OF VEHICLE ON MONTHLY HIRE BASIS
2	Tender No	BL/CFS/MUM/702
3	Validity Of Offer	90 days from the date of opening of the technical bid
4	Contract Period	One Year
5	Tender Fee	Not applicable
6	EMD	Rs.5000 /-
7	Downloading / Submission of Tender :	
	a. Starts on	25/06/2020 at 5.00 pm
	b. Closes on	04/07/2020 at 5.00 Pm
8	Opening of Tenders	04/07/2020 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 for bidders other than sole proprietor.
- b. Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd company / certified copy of partnership deed in the case of LLP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm.
- c. Income Tax PAN number self Certified Copy.
- d. GST Registration number self Certified Copy.
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last 3 years.
- f. Experience/Credential Certificate.

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

2. VERIFICATION OF DOCUMENTS

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

SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. Interested parties have to pay an interest free EMD of Rs5,000.00/- (**Rupees five thousand only**) by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at **[Mumbai]**. Copies of the instruments (DD/PO) evidencing payment of EMD should be scanned & uploaded before bidding. **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.**

he physical original instruments/drafts/documents should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

1. Procedure to submit On-line Bids

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

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1.1 Registration with e-procurement platform

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

1.2 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: 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 : blsupport[at]c1india[dot]com Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	

1.3 Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

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

2. Special Note

- 2.1 Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- 2.2 Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- 2.3 Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- 2.4 Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- 2.5 Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- 2.6 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.

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

SCOPE OF WORK

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

JNPT (Nhava Sheva) to Chembur and back to JNPT (Nhava Sheva) and/or any other point in the vicinity as decided by the Company based on the information received from Customs Officials.
2. The Vehicle offered should have required safety provisions such as seat belts for all seats and it should be properly maintained and seat cover should be kept neat and clean always.
3. One Non Air Conditioned with a seating capacity of 4 excluding the driver is required for plying in the above said route. **The Model offered should be Indica or any other model equivalent or similar to it.** The Vehicle should have valid registration for commercial use.
4. The vehicle shall not be older than 1 year as on 01.05.2020 and new vehicle of latest model is preferred.
5. The Vehicle offered in the tender should be registered in the name of bidder participating in the tender.
6. The Vehicle offered in the tender should have valid comprehensive insurance, valid PUC Certificate, Fitness certificate issued by RTO, on the date of tendering. In case if the validity is getting expired in coming months the renewal has to be done with in the expiry date and relevant documents should be submitted.
7. The bidders shall be solely responsible for meeting the statutory requirements, e.g. RTO registration of vehicles, payment of taxes, comprehensive insurance coverage including third party coverage, road permits, emission regulations or control, PUC, etc. The selected contractor shall indemnify the Company and compensate it towards any liability arising out of using or running or hiring of the vehicles.
8. The Vehicle should be serviced as per OEM's specifications and a Service Book should be available wherein details of services availed should be mentioned.
9. **Guidelines for Driver:**
 - i) Driver engaged by the service provider must hold valid commercial license for driving passenger vehicle since last 10 years.
 - ii) The service provider must provide clean uniform with shoes to the Driver, but under no circumstances BL Logo or name should be displayed on the uniform.
 - iii) The Driver must be covered under ESI scheme. In absence of ESI coverage, the service provider must take insurance policy covering risks similar to ESI Scheme.
 - iv) As per the Road safety guideline, the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.

- v) The Contractor must provide an undertaking that the Drivers provided by him do not suffer from colour/night blindness along with the tender. The driver should be physically fit. All expenses incurred against accident or damage will be borne by the contractor
- vi) Driver should not be allowed to drive under the influence of any intoxicant or Liquor.
- vii) Driver must be polite at all times and follow road safety rules and norms

10. Guidelines for Contractor:

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

GENERAL TERMS AND CONDITIONS

The tenderers shall fulfill the following eligibility criteria:

1. Payment of interest free EMD of Rs 5000/- (Rs. Five Thousand only) and the payment of EMD is exempted for MSMED/ NSIC Parties.
2. The bidder should not be blacklisted by any PSU / Govt. Dept/ Govt Agencies (Self Declaration duly signed by Authorised Signatory).
3. The bidder should have executed two similar orders in last two years in reputed organization (PO to be enclosed).
4. The bidder should have at least 3 cars in its fleet (docs of the cars should be submitted)
5. Should be in similar business for last 5 years (Trade License should be enclosed in support of the claim.
6. The bidder should not be Employee of Balmer Lawrie or his/her Family members (Family as defined in BL Policy).
7. Retired Employee cannot participate in the tender within 2 years of his/her retirement.

2. Submission Of Online Bids:

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

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

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

The entire bid is to have digital signature of the person having Power of Attorney/Power of Authority to sign on behalf of the Bidder.

3. Tender Opening

[A] Unpriced [Technical-Commercial] Bid Opening

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

[B] Price Bid Opening

4. Acceptance of offers:

- 4.1 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 4.2 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

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

5 Negotiations:

- 5.1 Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- 5.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

6 Price Variation:

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

7 ESCALATION/DE-ESCALATION CLAUSE:

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

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

B

A = Rate as per contract

B = Ruling price of HSD Applicable at Dronagiri, Navi Mumbai as on 01.06.2020

C = Revised price of HSD

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

8 Notification of Award:

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

9 Contract Period:

The contract will be for a **period of one year effective from date of issue of LOI/WO**. The contract may be extended as mutually agreed for another period of one year on the existing rate, terms & conditions if mutually agreed.

10. Security Deposit / EMD:

EMD of Rs 5,000/- of the successful tenderer shall be converted into Non-interest bearing Security Deposit and shall be refunded only after successful completion of the contract/extended-contract period. EMDs of unsuccessful tenderers shall be refunded only after finalization of tender.

11. Payment Terms:

Payment will be released within 10 (ten) days from the date of submission of invoice after satisfactory completion of supply and installation of the total system on certification by our authorized official

12. Sub-letting of Work:

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contract.

13. Indemnity :

The contractor shall indemnify the Company from all liabilities and responsibilities of all personnel to be employed by the contractor 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 Contractor for the purpose. The Contractor 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 Contractor resort to any litigation in any court for any reason or raise an Industrial Dispute, the Contractor shall be solely responsible towards the verdict of the court, at its own cost. The Contractor 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 Contractor. **Indemnity Bond (Annexure-2) to be given by the successful bidder at the time of awarding of contract and another Indemnity Bond (Annexure-1) to be given by the outgoing contractor before his last month bill & final settlement is released by BL.**

14. Termination:

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

10 Arbitration:

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & 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. 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

16. 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 shall be allowed to supply a pre-determined portion of the tendered quantity subject to their matching the L1 price. In case, more than one number of MSE vendors are within the range of LI+15%, all of them shall be given the option of matching the L1 price. In such a situation, the pre-determined quantity shall 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 vender) vender subject to matching with L1 price of non MSE vender.

17. Compliance of GST

The vendor 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 the vendor.

18. ***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 your 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/CFS/MUM/702and hereby confirm our acceptance of the same.

Place : Signature of Tenderer :

Date : Name & Address :

Telephone Nos. :

Office :

Fax Nos. :

Annexure - A

PARTICULARS OF THE TENDERER'S ORGANISATION

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

PART- B: PRICE BID

Tender Enq. No. BL/CFS/MUM/702

Date:25/06/2020

A. Tenderer should quote the rates as follows:

Sl. No	Particulars	Rates / Amount
1	Lump Sum Fixed Hire Charge for 2,500 KM Running per month with 10 hours per day duty of Driver.	Rs. _____ Per Month
2	Drivers Charge beyond 10 Hrs. Per Day	Rs. _____ Per hour
3	Rate for Night Halt to Driver for overnight stay	Rs. _____ Per night
	TOTAL	

Note :

L1 will be determined on the basis of rate quoted for item no 1.

Taxes as applicable from time to time

Place :

Signature :

Date :

Name :

Designation :

Seal :

Annexure- 1

Indemnity Bond to be given by the outgoing contractor/contractors before his last month bill & final settlement is released by BL'

(To be submitted by Contractor/Contractor)

(To be executed and notarized on Non-Judicial Stamp Paper of Rs.100/- for Gujarat)

INDEMNITY BOND

I,, Designation of M/s. Address -
..... Hereby declare and certify that we have employed workmen in
connection with the Executing of the contract job awarded to us vide work order No.
dated For Work of At.
..... And all the Contractor's labours have been fully paid their
dues of wages, allowances, compensation and any other amount due to them under Minimum Wages Act,
Payment of Wages act, Workmen's Compensation Act, Payment of Bonus Act, The Code of Wages 2019
or any other relevant acts and rules made their under of the Central or State Govt. of the time being in
force and / or under any bipartite / tripartite agreement or any award of any Labour Court or Tribunal or
Arbitration, as the case may be and further declares that no dispute as to the wages, compensation, bonus
or any allowance is pending in respect of any workman employed by us. The work awarded was
commenced on and/or completed on or likely to be completed by
..... We further declare that we have fulfilled and discharged all the obligations under Contract
Labour (Regulation and Abolition) Act, the Inter-state Migrant Workman (Regulation of Employment and
Conditions of Service Act), Employees Provident Fund and Misc. Provisions Act and other relevant acts
and rules of the Central and the State Govt. for the time being in force.

1. We have deposited the Provident Fund contribution in respect of all the employees under the
Employees Provident Fund and Misc. Provision Act 1962, the P.F. contribution administrative
and other charges have been deposited in P.F. code No.

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2. We have deposited the contribution in respect of all the employees cover under the Employees State Insurance Act, 1948 in ESI Code No. OR workmen compensation act Policy No. Date

3. We have deposited LWF & Professional Tax as applicable.

Further, we undertake to indemnify Balmer Lawrie & Co. Ltd. in respect of any loss, claim, damage, compensation or expenses that may become payable in future on Balmer Lawrie & Co. Ltd. or incurred on account on nonpayment of any dues or claim of any workman employed by us directly or through sub-petty Contractor for non-fulfilment of any by laws of the Central or State Govt. or Local Authority or any other statutory body as the case may be.

Place :

Date :

WITNESS

1. Signature _____

Name _____

Signature of Authorised Representative of

M/s.

Name :

Designation:

2. Signature _____

Name _____

Annexure-2

Indemnity Bond to be given by the successful bidder at the time of awarding of contract.

INDEMNITY BOND

(To be submitted by Successful bidder)

(To be executed and notarized on Non Judicial Stamp Paper of Rs.100/- for Gujarat)

This DEED OF INDEMNITY is made on the ____day of _____ between M/s.

(Hereinafter called 'The Successful bidder' of the per part) and the Balmer Lawrie & Co. Ltd. (hereinafter called ' Balmer Lawrie' of the other part).

That the Balmer Lawrie has awarded work of

_____ vide work order No. _____ Dated _____ and the successful bidder has signed the terms and conditions including the GENERAL CONDITIONS of the agreement agreed between successful bidder and the Balmer Lawrie on dated _____. This document is part and partial of the above referred agreement.

As per the terms and conditions relating to the compliance of various LABOUR LAWS for the contracting period in the above referred work order. The SUCCESSFUL BIDDER has agreed to comply with the provisions of all the LABOUR LAWS applicable from time to time and/or his sub-successful bidders including his workers or any other nature of workers engaged with or without the consent of the Balmer Lawrie.

The Per Party i.e. the SUCCESSFUL BIDDER moved by the sentiments of justice and humanity as well as by the desire to secure the permanent peace and tranquillity in and amongst the labour community, AGREE and UNDERTAKE to following :-

1. I hereby expressly undertake to bound by all the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and abolition) Rules,1972, as the

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case may be, framed there under, Interstate Migrant Workers Act, Minimum Wages Act, Payment of Wages Act, The Code of Wages 2019, Workmen Compensation Act, Industrial Disputes Act, Provident Fund and Misc. Act, BOCW Act, Workmen Compensation Act and Scheme / Rules framed there under and all other Labour Laws applicable from time to time to me and and/or all sub-successful bidders engaged by me to carry out the awarded work on 'Balmer Lawrie' site. I also hereby agree and undertake to maintain different registers, forms and other necessary records required to be maintained under the provisions of various applicable labour laws and its rules applicable from time to time.

2. I also undertake and agree to furnish the details as and when required any documents, registers, forms or any other information under any labour laws which are applicable to the organization and the successful bidder or sub successful bidder from time to time.
3. I Further Undertake to Comply With The Stipulations relating to various Labour Laws as per the General Conditions of the Contract agreement under heading Labour Laws as is applicable currently or amended from time to time in terms with the mandatory requirements imposed by the statutory bodies functioning under the relevant LABOUR LEGISLATION.
4. I further undertake to furnish the details as and when required in the prescribed format as decided by the Balmer Lawrie in case of any accidents which may result into man-days/man-hour loss including fatal accidents.
5. I have read and understood the Guidelines Relating to Labour Laws Compliance issued by the Balmer Lawrie and I hereby expressly agree and undertake to comply with the requirements under aforesaid guidelines up to the completion of the contract.
6. I further undertake to indemnify the Balmer Lawrie from all the litigations/ disputes/ claims accrued out of this from the commencement to the completion of the successful bidder. I also undertake abide by all the status/rules/regulations of any statutory body.
7. In case I fail to provide any amenity / benefits required to be provided under any labour laws applicable to the company or the successful bidder from time to time, I accept any kind of financial liability like fine, penalty, imposition of damages for non compliance of the provisions of the acts and if I fail to do so, the company, being a principal employer shall be at liberty to deduct the amount from the bill amount.
8. I further declare that as per the articles of the Associations of our Company / Partnership Deed/ Proprietary Documents, I am authorized to furnish this undertaking and the Successful bidder shall be bound by the stipulations herein contained and so will be the Sub-successful bidder(s).
9. This Indemnity Bond / Agreement is Subject to Gujarat Jurisdiction only.

Place:

Date: / /

Witness:

Accepted by:

(For, Principal Employer)

FORMAT 1: DRIVER'S DETAILS

1. Name of the Driver :
2. Licence Details :
3. Address of the Driver :
4. Mobile No. of the Driver :
5. Adhar Card No. :
6. Police Verification Report :

7. Address of the Previous Employer :

8. Medical Report :

FORMAT 2 : DETAILS OF BIDDER

1. Name & Address of Bidder :

2. Mobile No./ Contact no. :

3. PAN No. :

4. Aadhar Card No. :

5. Bank Details :

6. Details of Vehicle Offered

Model :

Colour :

Registration No :

Year of Vehicle :

Insurance Policy No :

PUC No. :

Chasis No. :

(Documents to be enclosed)

Validity till _____

Validity till _____

7. An undertaking signed by authorized signatory that the bidder is not blacklisted by any PSU / Government Agencies / Dept : **Letter to be enclosed**
8. An undertaking that the bidder is not an employee of BL or his relative or a retired employee of the BL who has not completed 2 years after retirement. : **Letter to be enclosed**
9. Minimum two orders for similar job with reputed organization in last 2 year : **Copy of PO /WO to be enclosed**
10. Undertaking that there is no court case /dispute with customer pending as on date : **Letter to be enclosed**
11. Trade Licence No :
12. Turnover of Previous 3 Years :

FORMAT 3: PENALTIES

Sr. No	Details	Penalty in ₹ per instance
1.	Late arrival beyond 30 minutes: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500
2.	Un cleanliness of Vehicle: 1 st Instance 2 nd Instance 3 rd Instance	Rs 250 Rs 350 Rs 500
3.	Driver poor knowledge of route/ bad behaviour/ irresponsible /unsafe driving: 1 st Instance 2 nd Instance	Rs 250 Replacement to be sought immediately

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4.	In appropriate attire/ unclean uniform of Driver: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500
5.	Break Down of Car - 1stInstance	Rs 250
6.	Recurrent malfunction of car	Rs 1000
7.	Improper maintenance of log book: 1 st Instance 2 nd Instance 3 rd Instance	Rs 100 Rs 200 Rs 500