



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
21, N.S. Road, Kolkata-700001.

E-mail: misra.b@balmerlawrie.com ls.kolkata@balmerlawrie.com

TENDER NO: BL/LS/KOL/20-21/02

TECHNICAL / COMMERCIAL BID

Appointment of vendor for Custom Clearance and Transportation of Import Containerized material from Haldia / Kolkata Sea Port to Jamshedpur.

DUE DATE FOR SUBMISSION

1500 hours of 24th August. 2020

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NOTICE INVITING TENDER

M/S BALMER LAWRIE & CO. LTD. invite online tender bids from competent, experienced and reliable Vendor/Contractor / Agencies, for Custom Clearance and Transportation of Import Containerized material from Haldia / Kolkata Sea Port to Coated Steel Plant (CSP), Jamshedpur and return with empty container at plot (Haldia / Kolkata).

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The price bid has to be submitted online mandatorily and the other credentials and supporting documents of the bidder to be submitted online before **1500 hours of 24th August 2020**.

S. No	Description	Details
1	Name of Work	Appointment of vendor for Custom Clearance and Transportation of Import Containerized material from Haldia / Kolkata Sea Port to Jamshedpur.
2	Tender No	BL/LS/KOL/20-21/02
3	Validity Of Offer	90 days from the date of opening of the price bid.
4	Contract Period	1 year from the date of LOI / Work Order
6	EMD	₹ 55,000.00 (MSME/NSIC registered Vendors are exempted)
7	Downloading / Submission of Tender :	
	a. Starts on	19 th August 2020
	b. Closes on	24 th August 2020 at 1500 hours
8	Opening of Tenders	24 th August 2020 at 1515 hours

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 submit interest free EMD of ₹ 55,000/- (**Rupees Fifty-five Thousand only**), by Demand Draft/Pay Order/Online bank transfer. The DD/PO/Bank transfer receipt for EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO/Bank transfer Receipt) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. However, MSME/NSIC vendors are being exempted from submission of EMD subject to their submission & uploading of relevant valid certificate for the same. The physical original instruments/drafts /MSME/NSIC certificate should reach our above address prior to due date and time. Price bid to be submitted on line and under no circumstance shall be submitted in physical form.

BANK DETAILS:

Bank Name : Standard Chartered Bank
 Branch Address :19 N.S Road , Kolkata - 700001
 Bank Account No : 33105215297
 IFSC Code : SCBL0036008

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 C1 India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

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

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS and 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call to helpdesk. This will help them serve you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
CH. Mani Sankar	chikkavarapu.manisankar@c1india.com	+91-8939284159
Sachin Toraskar	sachin.toraskar@c1india.com	+91-022-66865610

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 Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

3. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Price Bid / offers shall be accepted. The Price bid to be strictly submitted on-line.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified date & time of tender submission.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.

- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

4. Filling of Tender Documents

- 4.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 4.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 4.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.
- 4.4 The sole proprietor or authorised representative shall sign all documents that needs 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.
- 4.5 The bidder has to quote for entire job. Part quotation in the Price Bid will lead to rejection of the bid.

5. Tender Document

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification, if in doubt, from the Tender Inviting Authority. 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.

6. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained as given by the system through bid submission number after completing all the processes and steps. C1 India is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before scanning for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

7. Disclaimer Clauses

The Company [Balmer Lawrie & Co. Ltd.] nor the service provider [C1 India Pvt. Ltd.] is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

8. Right of Acceptance / Rejection

M/s Balmer Lawrie & Co Ltd reserves the right to accept or reject any or the lowest tenderer either in part or in full without assigning any reason whatsoever. Balmer Lawrie & Co. Ltd., reserves the right to cancel the tender at any point of time without specifying any reasons for cancellation.

- a) Submission of credentials and Tender bids through e-mail or Fax will not be accepted.

- b) Bids of any tenderer may be rejected if a conflict of interest between the bidder and Company(Balmer Lawrie) is detected at any stage

9. Contact Person

For any clarification / queries you may please contact Shri Bappa Misra – Manager - Operation, Logistics Services Department, Balmer Lawrie & Co. Ltd., Kolkata - 700001, Phone : (033) 2222-5477 / 5457



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 21, NS Road, Kolkata – 700 001

PART – I :
FORM – I ::TENDER FORM (To be filled and uploaded)

1.0	<u>COMPANY</u>				
1.1	Name of the Company				
1.2	Constitution (Whether Govt., PSU, Public Ltd., Private, Proprietorship, Partnership) [If Public or Pvt. Ltd. Company Memorandum and Articles of Association to be enclosed]				
1.3	Office Address:				
1.4	Communication :	Telephone No.	Fax No.	E-mail ID	Mobile No
		No.	Date	Valid Till	
1.5	Trade License Details [photocopy to be enclosed]				
1.6	The following will be mentioned as also Photo copy of the Certificate to be enclosed				
	PAN No.	GST Registration No.	ESI Registration No.	P F Code No.	
1.7	MSME/NSIC Registered. (To mention & Certificate to enclose)		In case of MSME/NSIC, if vendor is SC/ST (To mention & Certificate to enclose)		
1.8	Key persons of the organization				
	Name				
	Designation				
	Contact Telephone No.				
	Mobile No.				



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PART – I :

SCOPE OF WORK

1. Custom Clearance and Transportation of Import Containerized material from Haldia / Kolkata Sea Port to Coated Steel Plant (CSP), Jamshedpur and return of empty container at Haldia / Kolkata plot as per below terms & condition of Contract.

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. Vehicle detention charges will be applicable after 48 hours from vehicle arrive at CSP. Transporter must intimate to CSP material gate security and submit documents as soon as vehicle reports.
2. Agency Charges and Transportation Charges inclusive of any Toll Taxes will be fixed for entire Contract period.
3. All other receipted charges, re-imburement will be done on the basis of actual document (Invoices) submission. GST to be shown separately for each items.
4. Scope of Transportation includes transportation of loaded container from Haldia/Kolkata to CSP Jamshedpur and return of empty container from CSP to Haldia/Kolkata Port
5. Please also note that customs clearance rate do not included the following charges (which shall be charged at actual)
 - i. CFS charges shall be charged at actual
 - ii. Custom duty (as per official receipt)
 - iii. GST as per govt. norms at actuals
6. All charges (other than the customs duty) will be immediately paid by contractor to the respective agencies as per receipt generated to ensure that the consignment is cleared at the earliest, and the receipt will be submitted along with final bill for reimbursement.
7. Detention / Demurrage if incurred has to be reimbursed as per actual receipt and proper justification/evidence along with prior after approval from Balmer Lawrie & Co Ltd.
8. Return of empty containers, if required, for Haldia & Kolkata may get deposited in Kolkata & Haldia or vice versa.
9. Transportation is to be charged on the gross tonnage (Material and Container weight) or the minimum guarantee (23 tons per container) whichever is higher.
10. Shipping line charges (Survey Charges, Washing Charges, D/O charges, repair charges (if any) will be reimbursed based on actual supporting bills submitted by contractor.
11. The soft copy of post shipment shipping document will be given to contractor after vessel sailing from its origin port of loading. Contractor will have to immediately confirm the ETA based on the document to Balmer Lawrie & Co Ltd.
12. After the IGM filed by the shipping line, contractor will have to intimate immediately duty amount to Balmer Lawrie & Co Ltd to ensure duty payment to avoid any interest charges on it. Duty payment request will be sent by the contractor to Balmer Lawrie & Co Ltd in specified format keeping demurrage, detention, interest, late filing of bill of entry into consideration.
13. Balmer Lawrie & Co Ltd is not liable for any empty container bond to shipping line. contractor has to coordinate with shipping line.

14. Balmer Lawrie & Co Ltd will pay only custom duty through ice gate portal of Custom Duty, GOI and intimate the same to contractor with payment challan.
15. Contractor has to send the loaded containers to CSP, Jamshedpur within 72 hours from the time of duty payment and send vehicle dispatch plan for unloading the container in advance with-in stipulated time and return of empty containers. Detention free time at destination shall be 14 total calendar days as mentioned above / OBL.
16. Balmer Lawrie & Co Ltd will provide the original hard copy of shipping document or ask contractor to collect the same from respective bankers.
17. Contractor has to ensure that one set of hard copy shipping document and Original BOE will be send along with consignment, without which CSP will not unload the containers. In case of non-availability of shipping document and resulted delay in unloading, all direct and indirect consequential losses will be attributed to Contractor.
18. Contractor has to submit consignment wise invoices along with GST within 30 days from delivery so that timely payment can be processed. Any delay may result in penalty as per Balmer Lawrie & Co Ltd discretion.
19. Contractor ensure that BOE must be filled immediately after IGM filled to avoid any interest charges on duty payment. If penalty charges levied due to late filing of BOE, it will be borne by contractor.
20. DPD (Direct port delivery) scheme is applicable for Haldia/Kolkata port. It is on request basis.
21. Contractor will have to provide monthly report based on total import to Balmer Lawrie & Co Ltd as per format given by Balmer Lawrie & Co Ltd.
22. Tentative forecast in MT (Considered 22 MT to 26 MT = 1 TEU), However it may vary month to month.
23. Transit Time : As soon as possible without any detention and demurrage.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Pre-Qualification Criteria :

The scanned copies of following documents should 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 LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- c. Income Tax PAN number
- d. GST Registration number
- e. Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last three years
- f. PF Registration copy to be provided (if applicable)
- g. ESI Registration copy to be provided (if applicable)
- h. Bidder must submit their latest PF & ESI challan copies as proof of due payment to the authority on account of their concerned staff.
- i. Trade license / MTO certificate to be furnished.
- j. IBA licence to be furnished
- k. Latest bank details to be provided.
- l. The bidder should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide in letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

- m. The Transportation bidding shall be covered by the Motor vehicles Act and age of Vehicle placed for contract should not exceed 15 Years. (Self Declaration to be provided).
- n. Each Page of the Tender Documents must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of the tender.

Verification of Documents :

- a. 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.
- b. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- c. 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.
- d. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

2. Submission of on-line Bids

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

[A] Techno Commercial Bid [Unpriced]

and

[B] Price Bid

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

3. Tender Opening

UNPRICED [TECHNO-COMMERCIAL] BID OPENING

Techno-Commercial Bids will be opened online as per the Tender Calendar at 1515 hours on 24th August'2020.

Price Bid Opening

After opening and processing of the Technical Bid, Price bid will be opened.

Note : Price-bids of only those tenderers, who fulfill the above Compulsory criteria, will be opened.

4. Validity of offer for acceptance

The rate should be valid for acceptance upto 90 days from the date of opening of Price Bid.

5. Award of Contract

Work will be allotted to L1 bidder. The L1 bidder shall be determined on an overall basis taking into consideration all the sectors in the price bid, and negotiation carried out. However, the company reserves the right to award the contract to more than one bidder, and the company's decision shall be final and binding on all the parties. In the event of the company retaining two vendors then the order shall be split in the ratio 60:40 if and only if L2 agrees to match negotiated L1 rates. If L2 do not agree to match negotiated L1 rates, the opportunity to match with the negotiated L1 rates shall percolate down to L3, L4,...etc. However, the company reserves the right to change the pattern of distribution between the contractors if in case service parameters does not commensurate with the requirement.

The company reserves the right to extend the contract for a further period of 1 year with the same rate, terms and conditions from the date of expiry of the contract.

6. MSME Benefit

As per GOI instruction, MSME vendor/s will be given the option to match the L1 rate for the supply of goods or services for the pre-determined quantity of minimum for 25% of the total tender value/quantity if their quoted rate is / are in the range of +15% higher from L1 rate.

Such MSME vendors are required to quote & submit their UAM (Udyog Aadhar Memorandum) identification number along with their bid, failing which such bidders will not be eligible to enjoy the said benefits as per procurement policy for MSMEs.

The above such MSME benefit is applicable subject to operational viability of splitting of such order.

7. Payment

100% after 30 days from the date of receiving of bill along with all supporting documents & receipt.

8. Performance Guarantee/Security Deposit

The contractor should provide Interest Free Security deposit of 2% of the order value on acceptance of the bid within 15 days. SD amount to be deposited through BG as per format, provided by Balmer Lawrie & Co Ltd. The Guarantee shall be issued on any scheduled Commercial Bank as per format to be given by the Company. . The Bank Guarantee is to be valid for 1 year and further 3 months for submission of claims, if any. Alternatively, the contractor at their option can also deposit Bank Draft or Pay Order or Online bank transfer (bank details already provided in above) of the same amount which will be drawn in favour of Balmer Lawrie & Co. Ltd. payable at Kolkata. No interest will be paid on the said amount.

Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by Balmer Lawrie & Co Ltd as a result of commission/gross negligence on the part of the contractor, or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie, or failure to execute the work as per terms and conditions of the contract without prejudice to execute other right, or action by the company.

During tenure of the agreement, in the event of forfeiture of full or part of security deposit or encashment of part/full amount of the Bond, the contractor shall make good of the amount within 15 days on receipt of notice from the Company.

9. Volume of Work

The quantities provided are indicative only. The company does not give any guarantee as to the exact amount which may vary at the time of actual shipment (lower or higher side) than the indication provided. No claim shall be entertained in the event of the volume of work is substantially lower.

Vendor shall arrange at his own cost necessary permits, etc require for his staff, vehicles crew etc for movement of consignment to/from locations.

Vendor shall hold the company harmless and indemnified from and against all claims, charges and cost for which company may be held liable under the Workmen's Compensation Act, 1923 or any other act/statue.

10. Period of Contract

The contract would be for a period of 1 year. Further, Company retains an option for extension for further period of 1 year on same, rate, terms and conditions of contract. However, the contract may be terminated by giving 10 days notice by either side. However, in case of violation of contract by vendor, Balmer Lawrie reserves the right to terminate the contract forthwith.

11. Price Escalation / De-escalation

DIESEL PRICE VARIATION CLAUSE: Freight adjustment on account of diesel price variation would be done on the basis of distance covered and diesel consumption. The price of diesel (normal HSD) at Ranchi (available on www.iocl.com or <https://www.mypetrolprice.com/diesel>) on the date of finalization of contract will be considered as reference. In case the prices are not available on those websites then the parties will mutually decide the alternative solution.

Following methodology will be used for the purpose of revision in freight rates: During the period of Contract, the transportation rates will remain firm and no escalation shall be considered on any account, except on account of diesel rate variation. Diesel price will be considered of the 1st day of last month of existing quarter.

For Example: If existing quarter is valid from 1st Jan to 31st March, diesel price will be consider of 1st day of March and new rate will be effective from 1st April. However any revision in rates shall be done at sole discretion of Balmer Lawrie & Co Ltd. Any variation in the actual diesel price, either upward or downward shall be applied as per the contract methodology above and adjustment shall be made accordingly. Diesel component shall be calculated destination wise assuming **3.00 Kmpl** diesel consumption, 23 MT average payload and distance as per latest Motoring guide available.

12. Acceptance/Rejection of Tender

The Company reserves the right to accept or reject any tender without assigning any reason thereof. Bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

13. Labour Laws

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under Law to labourers engaged by him on Work.
- (iii) Contractor shall at his expense comply with all Labour Laws and keep BL indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

14. The contractor shall indemnify the Owner against all losses and claims in respect of injuries or damage to any person, including any employee of the Owner, material or physical damage to any property whatsoever including that of the owner arising out of the execution of the works or in the carrying out of the contract. Necessary Insurance against his liability with an insurer until the completion of this contract shall be done by the vendor.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act - 1970.
- vii) Any Other Laws/Rules/Regulations as per the Statute

15. Discipline of Workmen Engaged by the Contractor

Workmen engaged by the contractor should be well behaved & disciplined and have good moral background. They should not be influenced under any drug/liquor nor engaged in any anti-social activities. The contractor should ensure that their employee refrain from demanding/accepting any tips, speed money or any gift from the customer/clients etc.

Contractor should strictly follow work instruction given by Company's officer only and should not encourage any instruction by Company's clients, customs officials etc. Any such activities will be considered indiscipline on the part of Contractor and Company will be entitled to take any action which may deem fit for such default.

16. Contractor's responsibility, liability and ensuring safety

The contractor should be responsible for any liability in the event of any accidental death or disablement of any person engaged by them during operations or caused by their equipment to any person, while undertaking the operation for Balmer Lawrie & Co. Ltd. It is mandatory that necessary 3rd party insurance cover is kept valid by the bidder for the equipment operating at site.

The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative wherever necessary and shall comply with directions issued by any authorized official from time to time and at all times:

- i) Providing protective foot wear/head wear / masks to workers to protect them against any accident.
- ii) Avoiding open/live electrical wire etc., as they would electrocute the works.
- iii) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in & around the areas where machines, hoists and similar units are working.

17. Financial Background

The bidder should be financially sound Organization. The audited Balance Sheets for the last three financial years are to be attached.

18. Commencement of work

The work shall have to be commenced as per instruction of the Company on placement of LOI/ Work Order and submission of Performance Guarantee as stipulated.

19. Termination of the Contract

Balmer Lawrie reserves the right to terminate a part or full contract by serving 10 days' notice without assigning any reason whatsoever. However, if the contractor fails to execute the job as per requirement of the company or fails to meet the contractual obligations or any other reasons which are detrimental to the interest of the company, BL shall have the right to terminate the contract forthwith without serving any notice to the contractor. The contractor may also terminate the contract by giving three months notice

20. Force Majeure Conditions

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine restrictions, strike, lock-outs, change in Government / Port / Customs policy or acts of God (hereinafter referred as events), then notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

21. Risk Purchase

Failure to place vehicle :

The successful vendor shall place requisite vehicle for loading as per our requirement and lift the consignment after clearance of consignment failing which per day would be deducted from the bills. In the event of their failure to place required vehicles on time/arrange transportation, Balmer Lawrie & Co Ltd reserves the right to utilize the services of any other transporter without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual obligations, the work shall be completed at the risk of the contractor and cost through alternative source /arrangements. This will be without prejudice to the right of BL for any other action including termination.

The vendor shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of the damage if any will be recovered from the transporter, irrespective of whether the company has insured the consignment against such loss or not. Tarpaulin cover to be provided for each load if required.

The transporters bidding shall be covered by Motor Vehicle Act and Age of Vehicle placed for cargo delivery to be less than 15 years of age.

22. Consignment Lost in Transit :

When a consignment is lost in transit and not delivered to the consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the company, shall be entirely payable by the contractor and shall be recovered @ 110% of the landed cost of the material at Haldia / Kolkata, irrespective whether the company has insured the consignments against such loss or not. It would be entirely at the company's discretion, whether to file a claim on Insurance Company for such loss or not. In other words contractor would be fully responsible to make good such loss to Balmer Lawrie & Co Ltd.

23. Confidentiality

Your appointment is subject to strict confidentiality being maintained with regard to all the tasks assigned to you, and if it is found that there is any breach of confidentiality clause, the company may immediately terminate the contract and company's decision in this regard will be final and binding.

24. Taxes, Duties & Other Statutory Payments

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, etc.(except for Goods & Service Tax (GST) which shall be paid by BL extra) now or hereafter imposed, increased, or modified and all the sales taxes, duties, etc. from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or

another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by Central or State Government Authority or any administrative sub-division thereof.

25. Damage to Property

- (i) Successful bidder shall be responsible for making good to the satisfaction of Owner any loss and/or any damage to any structures and properties belonging to Owner or being executed or procured by Owner/Owner's representative or of other Agencies within the premises of work, if such loss or damage is due to fault and/or the negligence or willful acts or omission of Contractor, his employees, agents, representatives or Sub-Contractors.
- (ii) Successful bidder shall indemnify and keep Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of Contractor, his employees, agents, representative or Sub-Contractors.

26. Settlement of disputes by Arbitration

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

27. Final Negotiation

In the interest of the company Balmer Lawrie reserves the right to carry out a final negotiation with the L1 bidder activity wise or otherwise before finalization and issuance of Work Order.

ACCEPTED ALL TERMS AND CONDITIONS AS STATED ABOVE.

Office Seal	Signature
	Name
Date :	Designation



BALMER LAWRIE & CO. LTD.
(A Govt. of India Enterprise)
Logistics Services,
21, NS Road, Kolkata – 700 001

PART-II : PRICE SCHEDULE

PRICE BID				
Particular	Qty	UOM	Unit Price	Value
Agency Charges (CHA) at Haldia / Kolkata port	342	TEU		
Transportation Charges from Haldia / Kolkata to Jamshedpur and return of empty container at plot (Haldia / Kolkata)	7632	Per MT		
Total				

Office Seal

Signature

Date :

Name

Designation