



Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)
Logistics Services, NBCC Tower,
Okhla Phase 1, Near Crown Plaza Hotel
New Delhi-110020
011 42524167/176

Notice Inviting E-Tender

Public Tender (dual bid)
for Appointment of Transporters for Providing
Transportation Services at Various Destinations

Conducted at Balmer Lawrie e-Procurement Portal
<https://balmerlawrie.eproc.in>

Tender No. BL/LS/DEL/01PT/SEPT20 dt.11.09.2020

Due on 30.09.2020 at 1800 hours

Content

- General Terms & Conditions
- Technical Eligibility Criteria
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General Terms & Conditions:

1. Tender details

Online bids (dual bid) are invited from experienced vendors who fulfil the eligibility criteria mentioned in technical qualification for undertaking the subject contract for providing transportation services at various destinations as mentioned in Annexure I for **Contract Value (Estimated) of Rs 1.3 Crore for a period of one year** and further extendable for another period of one year with mutual agreement.

Tenderers are advised to download the notice inviting tender along with the other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>

The scanned copies of all the required documents in support of their credentials in respect of technical as well as price bids to be uploaded through the appropriate link.

2. Scope of Work

The job involves transportation of consignments from IGI Airport to various destinations all over India as per Annexure I.

3. Earnest Money Deposit [EMD]

The bidder has to deposit EMD of Rs.65,000/- (Rs. Sixty Five Thousand Only.) online with the link available at the time of submitting the bid on eproc website.

“OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED”

Note: MSME are exempted from EMD subject to their submission of their registration details along with UAM registration.

For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.



EMD is liable to forfeiture in the event of-

- Withdrawal of offers during validity of 180 days period of the order.
- Non acceptance of orders.
- Non Confirmation of acceptance of orders within the stipulated time after placement.
- Any unilateral revision made by the bidder during the validity period of the offer.
- Non execution of the documents after acceptance of the contract due to any dispute of the bidder or any reason whatsoever.
- Non submission of security Deposit within the stipulated time.

For successful bidder, the EMD will be adjusted towards security Deposit amount required to be paid by the successful bidder and excess amount shall be refunded in case of being higher than the required security deposit amount.

4. Security Deposit [SD]

The SD amount payable by the successful bidder would be 5% of the contract value or as derived by the sanctioning authority (value to be mentioned at the time of contract finalization) by Demand Draft payable from any Nationalized / Scheduled Bank drawn in favor of Balmer Lawrie & Co. Ltd. payable at New Delhi

The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of 30 months for an equivalent amount issued by Nationalized / Scheduled Bank within 15 days from the date of receipt of intimation from the company.

SD is liable to forfeiture in the event of-

Withdrawal of order during validity period of the contract, If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, SD will be forfeited.

Any unilateral revision made by the successful bidder during the validity period of the contract.



5. Special Note

- a. The bidder have to register themselves with our service provider M/s C1 Indian Pvt. Ltd., prior to participating in the tender as per guidelines provided under “Procedure for online Bid Submission”
- b. The bidder has to keep track of any changes by viewing 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.
- c. The queries/clarification and reply relating to the tender document and the terms & conditions will be submitted only at the e-mail ID vashisth.s@balmerlawrie.com/ lata.p@balmerlawrie.com till the closing time of bids.
- d. Please don't share signed copy of entire NIT, we have asked for signed copy of undertaking only
- e. Only those bidders who meet the above Technical-qualification criteria will be qualified for opening of their Price Bid only
- f. Bidders are requested to not upload Price Bid along with technical documents. In such case, bidders will be directly disqualified for the said tender.
- g. No hard copies to be submitted, all the documents- EMD, Technical and Price Bid need to be submitted online only.

Technical Qualification Criteria

S No	Eligibility Criteria	Details to be submitted
1	EMD	<p>The applicant has to deposit EMD amount of Rs. 65,000 (Rupees Sixty five thousand only) through online portal only.</p> <p>Vendors who are registered under MSME having UAM registration are exempted from deposit of EMD</p>



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2	Work Experience	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost</p> <p style="text-align: center;">Or</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost</p> <p style="text-align: center;">Or</p> <p>c. One similar completed work costing not less than the amount equal to 80% of the estimated cost</p> <p>[PO copies/ copy of customers' certificate in support of experience to be submitted</p>
3	Annual Turnover	<p>The applicant should have an minimum average annual turnover of Rs 40 lacs in the last three financial years ending March 31, 2020 [i.e.19-20, 18-19 & 17-18]</p> <p>The bidder has to submit copies of their Annual Turnover statement of last three financial year duly certified by a chartered accountant as documentary proof in support of their business turnover.</p> <p><i>Minimum average annual turnover criteria is relaxed to the extent of Rs. 11.00 Lakhs for bidders conforming to "stratup India Scheme" subject to submission of self-attested copy of "valid Certificate" issued by Department of Industrial Policy & Promotion (DIPP)</i></p>



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4	Solvency Certificate	The applicant should furnish solvency certificate issued by the applicant's banker, specifically for the purpose of the above work for Rs 10 lakh in the prescribed format (Annexure A) in the name of Balmer Lawrie & Co. Ltd and not older than six months from the date of opening of the technical bid														
5	Vehicle details	<div>The bidder should own / have attached a minimum of 4 vehicles for transportation work. The bidder has to provide the details as follows:</div> <table><tr><td>Vehicle No</td><td></td></tr><tr><td>Whether owned/attached</td><td></td></tr><tr><td>Whether Affidavit attached</td><td></td></tr><tr><td>RC No/ date</td><td></td></tr><tr><td>Insurance No</td><td></td></tr><tr><td>Permit No</td><td></td></tr><tr><td>Size/ dimension</td><td></td></tr></table> <div>Copies of RC Book, Insurance, Permit, Size / Dimension etc to be submitted as documentary evidence for the 4 vehicles along with above details mentioned in a separate sheet.</div> <div>Age of the vehicle should not be more than 8 years as on 31.07.2020</div> <div>Attached vehicles which are not in the name of bidder, have to upload Affidavit (as per Annexure – B) on a Non Judicial Stamp paper duly Notarized as defined in the tender document.</div>	Vehicle No		Whether owned/attached		Whether Affidavit attached		RC No/ date		Insurance No		Permit No		Size/ dimension	
Vehicle No																
Whether owned/attached																
Whether Affidavit attached																
RC No/ date																
Insurance No																
Permit No																
Size/ dimension																
6	Pan	Copy of PAN No. to be enclosed														
7	GST	GST registration copy must be enclosed														
8	Undertaking	Signed copy of undertaking as per Annexure II to be submitted														



Evaluation of bid

The evaluation of bids will be based on quotations for destinations with higher volumes ie; Kanpur, Gwalior and Lucknow of Price Bid as per Annexure A. However bidders are advised to quote for all destinations of Annexure A (Price bid), failing which the average rate quoted for that item by other bidders will be taken to evaluate the bid (As if this is the rate quoted by the party who has failed to mention a rate against that item).

Formula for L1= lowest of (A+B+C+D)

Detention Charges

Detention payable @ Rs 1200/- per vehicle for per day basis after free time, if it is found that reason for delay is not attributable to transporter.

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

Period of Contract

The work order against this tender shall remain valid for a period of one year from the date of issuance of Work Order/ LOI with provision for further extension for a period of one year at the same rate, terms and conditions from the date of expiry of the contract.

Health, Safety & Environment Standard: The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety & Environment Standards. All the trucks to be provided by the successful bidder should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms are listed below:

- Drivers should possess a valid driving license.
- Each truck should have a cleaner.
- Driver and cleaner should wear Shirt and Pant only.
- Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.



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- Truck platform to be free from rust, dents sharp areas and uneven surfaces.
- All the tyres should have proper treads.
- Head lights, indicators and reverse horn to be in working condition.
- All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- Any person accompanying the truck should not be drunken and if found the truck will be blacklisted.
- The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- Over all trucks should be in a well maintained condition.

Validity of Offer

The quotation submitted shall be valid for a period of 180 days from the date of opening of the bids received.

Price Escalation/ De-escalation

No Escalation/ De-escalation shall be allowed, whatsoever.



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Payment Terms

The transporter shall submit the bills on Fortnight Basis only i.e, the first bill for the period 1st to 15th and for the period 16th to the last working day of the month, Only and upon completion of the assigned job. Payment will be released within 30 days from the date of submission of bills as per office record.

Bills for transportation shall be accompanied by clean Proof of Delivery (PoD) confirming receipt of consignment (s) by the consignee in good condition and without any loss/ physical damage to the shipment. Bills not to be accepted for payment without consignee's acknowledgement in the delivery challan.

Taxes

Taxes will be payable extra as per Govt of India rule.

Consignment damage/ lost in Transit

When a consignment is damaged/ lost in transit, the responsibility for damage/ loss of such consignment would entirely lie on the transport carrier. The value of such damage/ loss to the company, shall be entirely payable by the transport carrier and shall be recovered out of the pending freight bills of the carrier, irrespective whether the company has insured the consignments against such damage/ loss or not. It would be entirely at the company's discretion, whether to file a claim on Insurance Company for such damage/ loss or not. In other words, carriers would be fully responsible to make such damage/ loss to Balmer Lawrie & Co Ltd.

Secrecy of documents

The successful bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.

Protection of Goods

The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a levelled one.



Termination of Contract

The company reserves the right to terminate the contract for unsatisfactory performance, dissemination of information, or for any other reason in the event of which you shall not be entitled to any compensation whatsoever.

Negotiations

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 for them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.

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.

Risk Purchase

- If the transport contractor unable to provide the vehicle to carry goods every day as per agreement, the company shall be free to engage any other transport contractor for this purpose at the market rates and would recover the extra charges if any, from the defaulting transport contractor's bills without any further notice. The Company's decision on the contractor's inability to provide trucks would be final.
- The successful bidder has to maintain all relevant statutory records and recover / pay contributions in respect of their employees under the Factories Act, Central Labour Act, PF Act, FPF Scheme, ESI Scheme, Workmen's Compensation Act, and other labour laws. In all respects, the successful bidder shall be responsible for employment, welfare, conduct etc. of their office employees and shall indemnify the company against any claim, demand or action at the instance of any office employees or by any authorities. The successful bidder shall also ensure to pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965, and submit proof towards effecting payment of Bonus.



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- Once the goods are loaded on the successful bidder's vehicle, the successful bidder is responsible for their safe keeping and delivery to the destination until our receiving a signed challan signifying acceptance of the consignment by our customer. In the event of damage or loss of goods whilst in the custody of the successful bidder, the successful bidder will be required to reimburse 'full value' of the goods damaged or lost. 'Full Value' will be equivalent to the Invoice Value inclusive of taxes, duties etc and loss of goodwill if any.
- All the vehicles to be provided by the successful bidder should qualify as per the qualification norms of the State Government for plying within New Delhi jurisdiction.
- The successful bidder will have to provide agreed number of sturdy vehicles in good working condition every morning to clear the entire quantity of goods scheduled for dispatch. Schedule will be given one day in advance to your representative. Further also increase trucks as required based on intimation from time to time during the contract period.
- **PRESERVATION:** Fully covered / covered with tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the goods during transit.
- The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
- In case of unsatisfactory performance of the transporter company reserve its right to cancel part or whole of the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
- In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful contractor at any stage of operation of the contract, company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be assign any reason for its action. Such cancellation will be without prejudice and entirely at company's discretion.
- Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest
- Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.



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- The truck should possess FIRST AID KIT, R.C. BOOK, INSURANCE PREMIUM RECEIPT, etc. at any point of time during its service to our company. Hence, it is essential for the successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the break lights should be in working condition.
- Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to the Company will be considered applicable at the time of any dispute.
- It shall be understood that every endeavor has been made to avoid error which may materially affect the basis of the tender and the successful bidder will take upon himself to provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

The Company reserves the right to cancel the tender without assigning any reasons.

Arbitration

All questions, disputes and differences arising under or in relation to this Enquiry / Agreement shall be referred to the sole arbitration of the C&MD of Balmer Lawrie & Co Ltd (Company). If such C&MD is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer of the Company by such C&MD in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the Company and may be Shareholder of the Company. The arbitrator to whom the matter is originally referred, whether the C&MD or Officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the C&MD, shall designate any other person to act as arbitrator in accordance with the terms of the Enquiry/Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor. It is also the term of this Enquiry/Agreement that no person other than the C&MD or the person designated by the C&MD as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the Rules made there-under and for the time being in force shall apply to the arbitration proceedings under this clause.



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Force Majeure Clause

Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- Declared Strike / Bandhs
- Lockout
- Natural Calamities
- Decrees of any Government or -Governmental Authority
- Any reason other than the above will not be considered as force majeure condition.
- Revolution
- Wars
- Acts of enemies of the state
- Riots

As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

Procedure for online bid submission

Interested parties are requested to visit our e-procurement portal <https://blamerlawrie.eproc.in> and submit their bids online.

For registration and online bid submission bidders may contact HELP DESK of C1 INDIA PVT LTD, Contact Details of C1 India is as follows.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (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			
<u>Contact Person</u>	<u>E-Mail ID</u>	<u>Tel. No.</u>	<u>Helpdesk Nos are open from</u>



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1. Mr.TirthaDas (Kolkata)	tirtha.das@c1india.com	+91- 9163254290	MON - FRI
2. Mr. CH. Mani Sankar (Chennai)	chikkavarapu.manisankar@c1india.com	+91- 6374241783	MON - SAT
3. Ms. Ritu Patil (Mumbai)	ritu.patil@c1india.com	+91-124- 4302000 (Ex- 236)	MON - FRI
4. Helpdesk Support (Kolkata)	blsupport@c1india.com	+91- 8017272644	SAT
Escalation Level 1			
Mr.Tuhin Ghosh	tuhin.ghosh@c1india.com	+91-8981165071	
Escalation Level 2			
Mr.Sandeep Bhandari	sandeep.bhandari@c1india.com	+91-8826814007	

Registered venders who do not have digital certificate would need to procure CLASS IIB or CLASS III (SIGNING and ENCRYPTION) from their own source from any Certifying Authority.



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Annexure A

PRICE BID

The prospective bidders are advised to quote lump-sum

The break-up of the quote is required to be given as per the following:-

From IGI Airport

S No	Vehicle Name	Tata 407 or equivalent			DCM Canter or equivalent			LP Truck or equivalent			20' flat trailer or equivalent		
	Name of the station/sector	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)	Estimated No of Trip(s)	Rate per Trip	Total (in Rs)
1	Kanpur	100			80			50			30		
2	Gwalior	50			40			20			10		
3	Lucknow	50			40			20			10		
		Total	A		Total	B		Total	C		Total	D	
4	Agra	1			1			1			1		
5	Bhopal	1			1			1			1		
6	Chandigarh	1			1			1			1		
7	Dehradun	1			1			1			1		
8	Korwa	1			1			1			1		
9	Jammu	1			1			1			1		
10	Bhatinda	1			1			1			1		
11	Ambala	1			1			1			1		
12	Panipat	1			1			1			1		
13	Mohali	1			1			1			1		
14	Barmer (Rajasthan)	1			1			1			1		
15	Bikaner	1			1			1			1		
16	Udaipur	1			1			1			1		
17	Jodhpur	1			1			1			1		
18	Jaipur	1			1			1			1		
19	Vadodara	1			1			1			1		
20	Jodhpur	1			1			1			1		
21	Khurda (Orissa)	1			1			1			1		
22	Amritsar	1			1			1			1		
23	Ghazipur (UP)	1			1			1			1		
24	Jaisalmer	1			1			1			1		
25	Neemuch	1			1			1			1		



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Note:

1. Formula for L1= lowest of (A+B+C+D)
2. Qty shown above are estimated for calculation purpose only and no guarantee of qty/nos can be given
2. Rates should be exclusive of Tax applicable as per Government Tariff
3. Rates should be valid for at least 2 years from the date of commencement of contract as per Work Order of Balmer Lawrie & Co. Ltd
4. Payment will be made on the basis of actual quantity of transportation done, which could be more or less than the indicative quantity

Annexure “II”

Vendor Undertaking

We have studied the tender document carefully and have quoted our rates in accordance with the terms and conditions as laid down in the tender document. We also confirm to have accepted all terms and conditions mentioned herein.

Place:

Date:

(Signature of the tenderer with seal)



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Annexure A

(On Banks Letter Head)

Date:

To

Balmer Lawrie & Co. Ltd

New Delhi 110020

Ref no.

SOLVENCY CERTIFICATE.

We the (Bank Name) do hereby certify that (Name of Company & address) having their Registered office at (Registered Office Address) is solvent to the extent of Rs. 10,00,000 (Rs Ten Lacs Only) as disclosed by the information and records which are available with the aforesaid bank.

It is further notified that this certificate is being issued at the request of (Name of Unit) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

For (Bank Name)

Sign & Stamp of Bank Manager



Annexure-B

(Affidavit For Attached Trucks)

(On a non judicial stamp paper of requisite value duly verified by Notary Public)

I, son / daughter / wife of Shri
aged resident of
..... do hereby
solemnly affirm and declare as under.

1. That Shri./Smt. Proprietor / partner of
firm is my
..... (state relationship).
2. That I am the owner of the truck/ LCV No. bearing engine
No. chassis No. make and
Model
3. That I have attached the above mentioned truck/ LCV/MHCV with
M/s who is participating in the tender floated
by M/s Balmer Lawrie & Co. Ltd. (SBU-Logistics Services-New Delhi) under operation with M/s
Balmer Lawrie & Co. Ltd. (SBU-Logistics Services-New Delhi) till the validity of the contract
awarded to M/s
4. I confirm that I am not the haulage contractor at the Plant where my trucks are being
attached.
5. That I have not attached the above mentioned truck/LCV/MHCV with any other bidder.
6. That the subject truck/LCV/MHCV is not involved in any legal litigation other than routine
cases of road accidents or any violation of Motor Vehicle Act.
7. That subject truck/LCV/MHCV has not been blacklisted so far by any Oil Company.

DEPONENT

Verified that the contents of the above affidavit are true and correct to the best of my
knowledge and belief. No part of it is false and nothing has been concealed therein.

Verified at on