



**BALMER LAWRIE & CO. LTD.**

LOGISTICS SERVICES, Hyderabad  
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Tel: 040-23405754

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E-TENDER NO: BL/E/TTC/HYD/2020-21/05

Dt. 28.10.2020

**COMMERCIAL BID**

**Transportation of empty containers pick up from Mundra  
Empty plot, Gujarat to Vardhaman factory,Jaipur and  
return of laden containers to Mundra port,Gujarat [Round  
trip basis]**

**DUE DATE & TIME: 09/11/2020 at 11:30 Hrs**

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## **NOTICE INVITING E-TENDER**

On line bids are invited from the vendors registered with Balmer Lawrie & CO. Ltd., for undertaking the 8 x 40 High Cube in 40 feet trailers from empty containers pick up from Mundra empty plot,Gujarat to vardhaman factory,jaipur and return of laden containers to Mundra port,Gujarat.

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

This tender is issued by SBU Logistics of Balmer Lawrie & Co Ltd., and those service providers / transporters who are registered with other SBU's of Balmer Lawrie & Co Ltd., can also participate by furnishing proof of their registration with those units/ copy of work orders secured.

| S. No | Description                          | Details  |
|-------|--------------------------------------|--|
| 1     | Name of Work                         | <b>Tender for 8 x 40 High Cube in 40 feet trailers from empty containers pick up from Mundra empty plot,Gujarat to Vardhaman factory,jaipur and return of laden containers to Mundra port Gujarat.</b> |
| 2     | Tender No                            | <b>BL/E/TTC/HYD/2020/21/05</b>   |
| 3     | Validity Of Offer                    | <b>30 days from the date of opening of the price bid</b>   |
| 5     | Tender Fee                           | <b>NIL</b>   |
| 6     | EMD                                  | <b>NIL</b>   |
| 7     | Downloading / Submission of Tender : |  |
|       | a. Starts on                         | <b>28/10/2020</b>  |
|       | b. Closes on                         | <b>09/11/2020</b>  |
| 8     | Opening of Tenders                   | <b>09/11/2020</b>  |

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.

**Any party submitting the false or forged documents are liable to be Black Listed, criminal prosecution or any other action as deemed fit may be initiated.**

**a. Balmer Lawrie & Co.Ltd 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>.

In case the Bidders intend to submit any additional supporting documents the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line.

### **UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.**

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

### **1. Procedure to submit On-line Bids**

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

#### **1.1 Registration with e-procurement platform**

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

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

| <b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to<br/>1830 HRS IST</b>                                |   |                        |
|--|---|------------------------|
| <b>(MONDAY TO FRIDAY (Exclusions: BalmerLawrie HOLIDAYS))</b>                                    |   |                        |
| <b>Please email your issues before your call helpdesk. This will help us serving you better.</b> |   |                        |
| <b>Contact Nos. and email IDs for BalmerLawrie helpdesk officers</b>                             |   |                        |
| <b>Name</b>  | <b>E-mail</b>   | <b>Phone Numbers</b>   |
| <b>Tuhin Ghosh</b>   | <b><a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a></b>                         | <b>+91-8981165071</b>  |
| <b>Helpdestk</b>   | <b><a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a></b>                             | <b>+91-8017272644</b>  |
| <b>Ritu patil</b>  | <b><a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a></b>                           | <b>+91-124-4302000</b> |
| <b>Tirtha Das</b>  | <b><a href="mailto:Tirtha.das@c1india.com">Tirtha.das@c1india.com</a></b>                           | <b>+91-63254290</b>    |
| <b>CH.Mani sankar</b>  | <b><a href="mailto:Chikkavarapu.manisankar@c1india.com">Chikkavarapu.manisankar@c1india.com</a></b> | <b>+91-63254290</b>    |
| <b>Sandeep Bhandari</b>  | <b><a href="mailto:Sandeep.bhandari@c1india.com">Sandeep.bhandari@c1india.com</a></b>               | <b>+91-96504 65143</b> |

## 1.2. Digital Certificate authentication

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

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

## 02. 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 bids will be accepted physically or by post.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of any documents sent by post as part of response to the Tender. Bidders are requested to provide correct “e- Mail address” and “Mobile No.” for receiving updates related to e-tender from time to time.
- 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.

## 03. Filling of Tender Documents

3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.

3.2 The tender must be strictly in accordance with the terms and conditions as laid out in the tender.

**3.3 Any counter terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.**

3.4 The sole proprietor or authorized representative shall sign all documents that need to be uploaded. When the person signing the documents is not the sole proprietor / authorized representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

## **SCOPE OF WORK**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be explicitly covered here in below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following work:

### **Detailed Scope of work:**

Transportation of 8 x 40 feet HC empty containers pick up from Mundra empty plot, Gujarat to Vardhman factory, Jaipur and return of laden containers to Mundra port, Gujarat (Round trip basis ).

Besides;

- a. Ensure adherence to all safety norms considering the nature of the product imported which is of Dangerous in nature.
- b. To undertake to collect pick up / delivery documents from our operation staff at the loading / pick up points or wherever necessary
- c. The contractor should bear the common incidental expenses for the entry/ exit/ unloading of the cargo at the delivery place. However, extra-ordinary / exclusive expenses specific to any customer will be dealt with separately on case to case basis.
- d. The contractor needs to submit Endorsed on LR (with gate in and gate out date Signed and stamped at Factory) or any other document being the Supporting for detention if any etc.,

The above list is only illustrative and not exhaustive and the contractor will arrange for necessary transportations works as and when required and as instructed by the company officials.

## **2. Deployment of vehicles**

The Contractor will be required to place the vehicles immediately on award of contract as per the instructions from time to time.

The contractor should take out a third party insurance cover for all vehicles to adequately cover for damage, loss or injury to any person/material during the execution of the services.

It will be the contractor's responsibility to ensure proper maintenance of the vehicles. All expenses on this account will be borne by the contractor. Cost of statutory charges including RTO License, Insurance charges and all the related running costs such as driver's wages (who should have valid driving license), fuel, lubricants, maintenance, etc shall be borne by the Contractor.

## **3. Safety measures**

The Contractor should ensure imported materials which is of dangerous in nature are secured by using proper materials towards chocking/lashing such that safer transportation ensured.

## **GENERAL TERMS AND CONDITIONS**

### **01. Eligibility Criteria for Commercial Bid**

Those transporters who are registered with Balmer Lawrie & Co Ltd., are alone can participate. Those who are registered with our company are advised to enroll in the e-procurement portal also to view and participate in the tenders.

Tenderers who are not registered with logistics Division, but registered with other Divisions/Locations of Balmer Lawrie are required to submit the proof of registration / work order copies to consider their offers.

### **02. Submission Of Online Bids**

The bids should be submitted as a Single Bid.

#### **[A] Price Bid**

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

### **02. Tender Opening**

[A] Price Bid will be opened in line with the tender calendar

### **03. Acceptance of offers**

- 3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any number of trips/, less than or more than the tendered trips, without assigning any reason thereof.
- 3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.
- 3.3 Balmer Lawrie also reserves the right to split the work order between two or more agencies if necessary; such a step shall not form the basis for alteration of rates.
- 3.4 Balmer Lawrie is not bound to accept the lowest rate for any tender. 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.
- 3.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or will be rejected.
- 3.6 Wherever conflict of interest arises with the bidder at any stage of the tender process, those tender(s)/bid(s) will be rejected/cancelled. Company's decision in this respect is final and binding.

### **04. Negotiations**

- 4.1 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.
- 4.2 In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their revised quotation at its discretion with attendant consequences for the bidder.

### **05. Price Variation**

- 5.1 Price should be firm and irrevocable and not subject to any change whatsoever even due to The increase in cost of materials, components and labour cost till the validity of the contract period.
- 5.2 The quoted rates shall be kept valid for acceptance for a period of minimum 30 days from the date of opening the price Bid.

### **06. Notification of Award**

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



**10. The Price Bid is explained as below:**

| SL.NO | DESCRIPTION   | BID AMOUNT ( RS) |
|-------|---|------------------|
| 1     | Tender for transportation of 8 x 40 feet High Cube from empty containers pick up from Mundra empty plot,Gujarat to vardhaman factory,Jaipur and return of laden containers to Mundra port,Gujarat (round trip basis). |                  |
| 2     | Detention / halting charges per trailer per day   |                  |

## **The decision of the company in awarding the Bidders will be final and binding.**

### **Penalty due to non-performance**

In case of successful bidder failing to honour the terms and conditions of contract, the Company shall be at complete liberty to make alternate arrangements at through L2 bidder or other operators from the open market and any additional cost incurred by the Company in this regard shall be fully recovered from the successful bidder's bills. The Company shall also at liberty to recover in full the charges towards demurrage or detention, if any, imposed by the Company's clients on the Company. In case of any shortage / damage / deterioration / loss of goods for whatever reason, while the same are in the custody of the contractor, the contractor shall be liable to make good the value of goods including duty, penalties and fines as are leviable by the appropriate authority for such damage /shortage/loss/deterioration.

In case of damage to the cargo / property, by the contractor's personnel the contractor will be responsible to make good the losses as assessed by the surveyor / shipping line / or any other competent authority within stipulated time failing which the Company or its authorized agency will be free to make good the losses at contractor's 'Risk and Cost', and charges on account of such losses will be fully recovered from Contractor's bills.

### **Payment Terms**

Payment will be made within 30 days from the date of submission of each service bill duly certified by company officials with all relevant supporting documents.

### **Subletting 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 written consent from the company.

### **Indemnity**

The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever that may arise against the company on account of the faults of the contractor/his workmen/due to malfunctioning of the trailers/equipment's employed by the contractor. The company may forward the bidder any such claim/ demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.

The contractor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR

Problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made by the bidder to the employees of the bidder. Such demand shall be settled by the bidder directly.

### **Liability & Ensuring Safety**

The Contractor will be fully responsible for ensuring safety of lives, cargo, vehicles, property in port, while in transit etc and also within CFS yard. Any damage to any life and/or property while performing the duty for Balmer Lawrie due to negligence/mishandling by the staff / drivers and /or malfunctioning of the trailers would be to the account of the contractor. It is mandatory that necessary 3<sup>rd</sup> party insurance cover is kept valid by the contractor for the vehicle deployed for Balmer Lawrie.

### **Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire ,floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance. Performance under the contract shall be resumed as soon as practicable once the "event" come to an end.

### **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 & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration and 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.

### **ISSUED BY:**

**Snehal Piyush, Sr. Branch Manager (LS)**

**Balmer Lawrie & Co. Ltd., 301,REGENCY HOUSE,SOMAJIGUDA,HYDERABAD**

CONTACT PHONE: 04023405754 / 9748343969

Email : [piyush.s@balmerlawrie.com](mailto:piyush.s@balmerlawrie.com)

**ENCLOSURE: DECLARATION FORM BY THE  
TENDERER PRICE BID FORMAT**

**DECLARATION**

**Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No: BL/E/TTC/HYD/2020/21/05 and hereby confirm our acceptance of the same.**

We confirm that the particulars / attachments furnished are true and correct.

Place :

Signature of Tenderer

Date :

Name & Address

Telephone Nos.

Office:

Fax Nos. :

# TRANSPORTER NAME:

## PRICE BID FORMAT

### SCOPE OF WORK:

TENDER FOR 8 X 40 HC OF EMPTY CONTAINERS PICK UP FROM MUNDRA EMPTY PLOT, GUJARAT TO VARDHAMAN FACTORY JAIPUR AND RETURN OF LADEN CONTAINRES TO MUNDRA PORT GUJARAT (ROUND TRIP BASIS).

Mundra empty plot ,Gujarat to Vardhaman factory,Jaipur (Round trip basis)

| From                 | TO                        | Total vehicles ( 8 x 40 HC Containers)    | Rate per vehicle | Detention charges per day (after 24 hours physical placement of vehicles at both ends) |
|----------------------|---------------------------|---|------------------|--|
| Mundra port, Gujarat | Vardhaman factory, Jaipur | Gross weight of the cargo 24 MT/Container |                  |  |

1. Halting will be calculated at loading or unloading place after 1 day (beyond 24hours). However, if the empty / laden trailer reaches after office hours either at Loading / Unloading point, detention will be considered from the working hours of the following working day.

SIGNATURE OF THE TENDERER

