



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

Limited Tender
for appointment of transporter for Providing Local Transportation from our warehouse to Delhi NCR and vice versa for delivery & pick up of the consignments

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

Tender No. BL/LS/DEL/03LT/AUG20 dt.05.08.2020

Due on 14.08.2020 at 1800 hours

Online bids (Single bid) are invited from registered vendors for **Providing Local Transportation from our warehouse to Delhi NCR and vice versa for delivery & pick up of the consignments for the period of two years and further extendable for another two years with mutual agreement.**

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

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"

Bidders are requested to upload Price Bid online only within due date.

Scope of Work

The job involves local transportation of consignments/ delivery including loading/ unloading charges from our warehouse (address- ACCAI warehouse, Godown no 14, IGI Airport, New Delhi) to Delhi NCR and vice versa as per Annexure I.

Period of Contract

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

Validity of Offer

The quotation submitted shall be valid for a period of 90 days from the date of opening of the bids received.



Detention Charges

Detention payable @ Rs 350/- per vehicle for 4 wheeler vehicle and @ Rs 500/- per vehicle for 6 (and above) wheeler vehicle per day basis after free time, if it is found that reason for delay is not attributable to transporter.

Free Time

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

Price Escalation/ De-escalation

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

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 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 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 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, carriers would be fully responsible to make such 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.

Evaluation of Bids

The evaluation of bids will be based on quotation for destination of Price Bid as follows:

$L1 = A+B+C+D$, A,B,C and D are the more utilized weight slabs as compared to others, accordingly total of these slabs will be the deciding factor of L1.

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 trucks 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 / security deposits 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.
- Once the goods are loaded on the successful bidder's truck, 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 trucks 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 trucks 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.
- 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.



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.



Annexure I

Price Bid

Table 1

S No.	Zone	1 to 250 kgs	251 to 500 kgs	501 to 1000 kgs	1001 to 2500 kgs	2501 to 8000 kgs
1	Transportation Within city limit (A)					
2	Loading/ unloading with labour/ fork lift (B)					
3	Total		A	B		

Table 2

S No.	Zone	1 to 250 kgs	251 to 500 kgs	501 to 1000 kgs	1001 to 2500 kgs	2501 to 8000 kgs
1	NCR (Greater Noida/ Noida/ Gurgaon/ Faridabad/ Ghaziabad/ Manesar)					
2	Loading/ unloading with labour/ fork lift					
3	Total		C	D		

L1 will be decided by the following formula-

ie; $L1 = (A+B+C+D)$

Note: Parking Charges will be reimbursed on actuals on submission of receipt for the same