



SINCE 1867

**Balmer Lawrie & Co. Ltd**  
**(A Government of India Enterprise)**  
**Human Resource Department**  
**Manali, Chennai 600068**  
**Phone: 25946500, Fax : 25946539**  
**Website: balmerlawrie.com**  
**(Regd Office: 21, Netaji Subhas Road, Kolkata 700 001)**

Tender Ref: BL/AS/MAN/VEHICL/PT/202122/003

Date: 14.05.2021

## **TENDER FOR PROVIDING VEHICLES FOR ROTATING SHIFTS**

### **Scope of work**

Balmer Lawrie & Co Ltd. Is a multiple product, multi location and multi technology conglomerate. The Company invites on-line bids for awarding contract for Providing 2 Nos of 7+ seater vehicle (year 2018 and above model) on hiring basis for transportation of our employees in Rotation Shift for a period of 2 years and which may be extended for one more year based on mutual agreement.

### **Taxes & Duties**

Taxes/duties will be paid extra as applicable

### **Bid Security Declaration (Earnest Money Deposit)**

The bidder shall submit Bid Security Declaration (EMD) as per format enclosed in **Annexure-A**.

#### **1. OFFERS RECEIVED WITHOUT BID SECURITY (EMD) DECLARATION WILL BE REJECTED**

If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order or violates the tender conditions, he/she will be suspended for participating in tenders up to 31.03.2022.

### **Pre-qualification requirement**

1. Submission of Bid Security Declaration - As per attached format (Annexure –I)
2. Possession of atleast 2 vehicles each of year 2018 and above model of 7+ seater vehicle in their own/proprietor/agency's name.
3. Possession of PAN No.
4. To submit copy of RC book of the vehicles.
5. Possession of GST No.

6. Bidder should submit signed integrity pact – As per attached format
7. The Contractor should have minimum 3 years' of experience in providing vehicle services for Industries.

Documentary evidence for the above should be submitted along with Technical bid. Offers received without the documentary support will be summarily rejected.

### **Validity of offer**

Tenderers shall keep their offer valid for a period of 60 days from the due date of submission of tender

### **Security deposit**

1.1 Successful Tender shall remit 3% of the total contract value as Security Deposit, which carries no interest. Security Deposit can be in the form of Demand Draft or Bank Guarantee from any Scheduled / Commercial Bank with independent confirmation on the BG by the bank directly to BALMER LAWRIE & CO LTD by RPAD, which should remain valid for period of 60 days from the date of completion of all contractual obligations of the contractor. Cash payment shall not be accepted for payments of Security Deposit.

1.2 In case the security deposit is being paid through DD, the contractor can make an initial deposit of Rs. 2.00 Lakhs and the remaining amount will be recovered in five equal monthly instalment.

1.3 The Security Deposit shall be returned to the contractor at the end of the term of the contractor after satisfactory performance of the contractor and on completion of statutory obligations.

1.4 BALMER LAWRIE & CO LTD reserves the right to forfeit / appropriate any or full amount of the Security Deposit without prejudice to other claims against the contractor due to any breach / failure of performance on the part of the contractor in discharging the BALMER LAWRIE & CO LTD due to termination of contract or contractor becoming disqualified because of liquidation / insolvency or change of composition.

1.5 The decision of BALMER LAWRIE & CO LTD in respect of such losses, damages, charges, expenses, or cost shall be final and binding on the contractor.

1.6 In the event of Security Deposit being insufficient or if the Security Deposit has been wholly forfeited / adjusted, the balance of the total sum recoverable as the case may be shall be deducted from any sum due or which any time thereafter may become due to the contractor under this contract or any other contract with BALMER LAWRIE & CO LTD on demands the remaining balance due. Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit so that the total amount of security deposit shall not at any time be less than the specified amount.

1.7 Whenever the Security Deposit falls short of the specified amount, the contractor shall make good the deficit in cash so that the total amount of Security Deposit shall not any time be less than the specified amount.

Non-compliance of contract conditions and arbitrary action of contractor without prior knowledge of BALMER LAWRIE & CO LTD authorities would result in forfeiture of Security Deposit without prejudice to any other claims.

**Payment terms**

The contractor shall submit the bills along with coupons received against supply of lunch/dinner/breakfast, etc. The above payments will be made within 21 days from the date of receipt of monthly bills duly certified by the Executive/Officer concerned subject to the submission of proof towards remittance of ESI, PF & Payment of Wages to their workmen made for his employees for the immediate previous month.

**Note on Price bid**

**PRICE BID TO BE UPLOADED ONLINE ONLY, SUBMISSION OF OFF LINE PRICE BID WILL DISQUALIFY THE BIDDERS PARTICIPATION IN THE TENDER**

**1. Registration with eProcurement platform**

For registration and online price bid submission, bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>. **Vendors need to get themselves registered online as above to participate in tender**

<b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b> (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 : <a href="mailto:blsupport@c1india.com">blsupport[at]c1india[dot]com</a>			
Dedicated Helpdesk for Balmer Lawrie			
Contact Person	E-Mail ID	Tel. No.	Helpdesk Nos are open from
1. Mr. TirthaDas (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290	MON - FRI
2. Mr.Partha Ghosh (Kolkata)	<a href="mailto:partha.ghosh@c1india.com">partha.ghosh@c1india.com</a>	+91-8811093299	MON - FRI
3. Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	+91-8939284159	MON - SAT
4. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	+91-22-66865608	MON - FRI
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT
Escalation Level 1			
Mr.Tuhin Ghosh	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071	

## 2. Conditions /procedure for online bid submission

- a. The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their price bid displayed in e Procurement web site. The bidders shall submit copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids to the Tender Inviting Authority office before the tender closing date. The bidder shall sign on the statements, documents, certificates, owning responsibility for their correctness/authenticity.
- b. The bidders shall submit their eligibility and qualification documents, Technical bid, financial bid, etc., in the standard formats prescribed in the Tender documents & displayed in e-procurement website. The bidders shall upload the scanned copies of all the relevant certificates, documents, etc in support of their eligibility criteria/technical bids in the e-procurement website. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to our Manali, Chennai office so as reach before the due date and time of the tender. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

## 3. Digital certificate authentication

- a. 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.
- b. All the bidders who do not have digital certificate need to obtain Digital certificate. They may contact help desk of C1 India P Ltd.

## 4. Corrigendum to tender

- a. The bidder has to keep track of any changes by viewing the addendum/ corrigendum(s) issued by the tender inviting authority on time to time basis in our website [www.balmerlawrie.com](http://www.balmerlawrie.com) and our e-procurement platform <https://balmerlawrie.eproc.in>. The company inviting tender shall not be responsible for any claims/other issues arising out of this.

## 5. Bid submission acknowledgement

- a. The user should complete all the processes and steps required for bid submissions. The successful bid submission can be ascertained once acknowledgement is given in the system through bid submission number after completing all the process 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 the documents for uploading, the bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

## 6. Submission of tender document

- a. All the pages of this tender document have to be signed by the vendor with your company official seal/stamp.
- b. BL expects bidders' compliance of bid document without any deviation. Deviation if felt absolutely necessary in respect of terms and conditions/quality should be mentioned in the deviation sheet as per format of the tender documents and furnished along with the submission of offline tender documents. BL shall not take cognizance of any deviation stipulated elsewhere in the bid. The deviations, if mentioned, are subject to approval by BL.
- c. The bidder shall furnish the Document to the tender inviting authority before bidding so as to reach before the due date and time of the tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. The company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

7. The bidders should furnish hard copies of all the uploaded documents.

## 8. Deactivation of bidders

The offer of bidders failing to submit the Bid Security Document & signed Integrity Pact and hard copies of documents as required to the tender inviting authority on or before the stipulated due date & time will be rejected.

## 9. Tender documents

- a. The bidder is requested to download the tender documents and read all the terms and conditions mentioned in the tender document and seek clarification if in doubt from the tender inviting authority.
  - i. Such uploaded documents pertaining to Technical bid need to be attached to the tender while submitting the bids on line.
  - ii. The bidders should furnish hard copies of all the uploaded documents.

## 10. Disclaimer clause

- a. Neither the Company (Balmer Lawrie & Co Ltd) nor the service provider is responsible for any failure or non submission of bids due to failure of internet or other connectivity problems or reasons thereof.

## 11. GENERAL

- a. BL shall not take any responsibility for any delay or non – receipt of said documents. If any of the documents furnished by the bidder is found to be false/fabricated, the bidder is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution. BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

- b. BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

**12. TENDER DOCUMENT (Excluding price bid) submission**

- a. Your offline document (excluding price bid) shall comprise the following:-
- A covering note in your letter head
  - Bid Security (EMD) Declaration Form
  - Chapter-1 duly completed, signed with seal
  - Chapter – II – duly signed with seal
  - Chapter – III – duly signed with seal
  - **Chapter – IV has to be quoted only in Online**
  - Relevant copies of certificates/registration etc as per prequalification.
  - Signed with Seal Integrity Pact
  - Experience Certificates.

- 13.** Your offline tender comprising all the above documents shall be kept in a sealed envelope superscribed as “Offer for providing vehicles for rotating shifts” and should reach the undersigned at the following address on or **before 05.06.2021**

Chief Manager (HR & ER)-SR  
Balmer Lawrie & Co. Ltd  
32 Sattangadu Village, Manali  
Chennai 600068.  
Phone : 044-25946533, Fax : 044-25946539, e-mail : sriraman@balmerlawrie.com

for Balmer Lawrie & Co Ltd

Sriraman D  
Chief Manager (HR & ER)-SR



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(A Government of India Enterprise)  
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Tender Ref: BL/AS/MAN/VEHICL/PT/202122/003

Date: 14.05.2021

## TENDER FOR PROVIDING VEHICLES FOR ROTATING SHIFTS

### CHAPTER – I UNPRICED BID – GENERAL

#### REQUIREMENT

Balmer Lawrie & Co. Ltd is a multiple product, multi-location and multi-technology conglomerate. The Company invites on-line bids for awarding contract for :

- a) 2 Nos of 7+ seater vehicle of year 2018 and above for transportation of employees in Rotating shifts.
- b) 1 No of vehicle of 7+ seater capacity of 2018 and above model. This vehicle will be required to be operated from 10 pm from Manali to Saidapet via Egmore – the approx. nbr of trips per year will be 60 per year

#### VALIDITY

The offer shall remain valid for acceptance for a period of 2 (two) months from the due date of submission of bid.

#### TERMS AND CONDITIONS

**Terms and conditions** for providing transportation service by 7+ seater vehicle to Balmer Lawrie & Co. Ltd. Manali, Chennai-600068 for transportation of employees **for a period of two years and extendable for one more year based on mutual agreement.**

#### REQUIREMENT.

Sealed tenders are invited by Balmer Lawrie under two bid system (Part – I, ie Techno-commercial bid and Part II, ie Price bid) from competent agencies with sound technical and financial capabilities, fulfilling the qualifying requirements as stated hereunder for following services of Balmer Lawrie & Co, Ltd, Manali, Chennai

## **NAME OF WORK**

### **PROVIDING VEHICLES FOR ROTATING SHIFTS**

Route-1 : Providing 7 + seater Vehicle service from Guindy to Manali factory via Adyar, Santhom, Beach Station, Royapuram, Toll Gate, Thiruvottiyur and return – 3 trips -210 km per day

Route-2 : Providing 7 + seater Vehicle service from Saidapet to Manali factory via Balmer Lawrie House-Teynampet, Kilpauk, Kellyes, Perambur and return – 3 trips - 210 km per day

Bidders should own a minimum fleet of 2 (two) numbers of 7+ seater vehicle of year 2018 and above model in their agency/proprietary/partner/Company's name having valid permit issued by Regional Transport Office of the State Government.

**The bidder shall submit copy of RC books of the vehicle in support of the vehicles offered against our enquiry.**

The pickup point and timings are given below. However, the Company shall have the right to alter the route and timing by giving 24 hours advance intimation and inform you. In case of extra mileage to be covered due to change in route by any of the vehicles, the extra mileage shall be paid. The agency shall quote rate for extra km in their offer. However, no additional payment will be made on account of change of timings.

#### **7+ seater vehicle** Route-1 – Guindy to Manali via Adyar

1 <sup>st</sup> shift (incoming)	Guindy Railway Station	05.00 am
3 <sup>rd</sup> shift (outgoing)	Manali factory	06.10 am
2nd shift (incoming)	Guindy Railway Station	12.45 pm
1 <sup>st</sup> shift (outgoing)	Manali factory	02.10 pm
3 <sup>rd</sup> shift (incoming)	Guindy Railway Station	08.45 pm
2 <sup>nd</sup> shift (outgoing)	Manali factory	10.10 pm

#### **7+ Seater - Route-2 – Saidapet to Manali via Perambur**

1 <sup>st</sup> shift (incoming)	Saidapet Arch	05.00 am
3 <sup>rd</sup> shift (outgoing)	Manali Factory	06.10 am
2nd shift (incoming)	Saidapet Arch	12.45 pm
1 <sup>st</sup> shift (outgoing)	Manali factory	02.10 pm
3 <sup>rd</sup> shift (incoming)	Saidapet Arch	08.45 pm
2 <sup>nd</sup> shift (outgoing)	Manali factory	10.10 pm



There shall not be any case or charge under investigation/enquiry/trial against the bidder, nor convicted in a court of law nor suspended / black listed by any organisation on any grounds.

Balmer Lawrie reserve the right to use inhouse information for assessment of capability of bidders. The decision of Balmer Lawrie regarding tender shall be final and conclusive.

If the performance of the bidder is/has been found to be unsatisfactory for any reasons whatsoever, in any organisation including Balmer Lawrie, then Balmer Lawrie reserves the right to reject the bids submitted by such bidders.

Joint venture/consortium basis offers shall not be accepted.

Bidders shall ensure submission of complete information/documents at the first instance itself. Balmer Lawrie reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with tender conditions or with incomplete information/documents are liable for rejection.

1. The Company has the right to reject all or any offer without assigning any reason whatsoever. All decisions of the company in these regards shall be final.
2. The Company reserves the right to split the contract and award it to more than one party.
3. The timing and route indicated in the tender form are those existing presently. However, the Company shall have the right to alter the route and timing by giving 24 hours advance information to the contractor. In case of extra mileage to be covered due to change in route by any of the vehicles, the extra mileage shall be paid. However, no additional payment will be made on account of change in timings.
4. Escalation clause : The rate quoted by the tenderer for the Vehicle should be firm for **Two years & extended period** from the date of effect of the contract. No charges will be paid for plying the vehicle empty from pick-up point to garage and vice-versa. In the event of any increase/decrease in the diesel cost subsequent to submission of the offer, neutralization will be allowed based on fuel efficiency of the vehicle ie.

$$\frac{[D] \times [K]}{EOV}$$

EOV

D : Difference between old and New price of diesel

K : Total running Kilometers per trip/day

EOV : Efficiency of the vehicle [KM/litre]

5. The tenderer should own/possess vehicles in his/their own name/partner name and should submit proof along with the tender by enclosing photocopies of the registration certificate of the vehicles.

6. The vehicles offered for operating the trips should be of year 2014 and above model. The vehicles once committed to the company's trips, on finalization of the contract, should not be changed excepting in case of mechanical failures. Such changes should be immediately notified to the company and permission from the designated authority of the company should be obtained. The tenderer shall ensure that the vehicles are clean and maintained perfectly for trouble free operation. Furnish details of vehicles and mileage efficiency in the enclosed format duly filled in all respects.
7. **The bidder should own/possess the vehicles in their / agency/proprietor/partner name and should submit copies of RC book of the vehicle**
8. It is the responsibility of the tenderer to obtain permit etc for the vehicles from the appropriate authorities. He should also ensure that the road tax, insurance, tolls etc are paid on time and that no inconvenience is caused to the employees while the vehicles are operating the company's trips.
9. The contract should possess valid primary permit for movement in any part of Greater Chennai and in the routes prescribed including Private Service Vehicle Permit.
10. The contractor shall produce, in original, during the pendency of the contract for verification, whenever required, the RC book/permits/comprehensive insurance, etc of the vehicles plying for Balmer lawrie or that are likely to ply for Balmer Lawrie.
11. The contractor should submit the list of vehicles to be plied along with its Registration Nos, Date of purchase, etc.
12. The successful bidder has to run in alternate route without any additional cost in case of exigencies like closure of normal route by any reason.
13. The insurance [including SRCC risk] of the vehicles used for the contracted trips and the risk of the passengers travelling in the vehicles should be covered by the contractor at his own cost to the extent of liability provided in the motor vehicles act. The company reserves the right to ask the contractor to produce the documents for verification, if necessary.
14. The punctuality of arrival of the contractor's vehicles at the factory is of paramount importance to the company. In case of unanticipated breakdown of the vehicles, the contractor shall send relief vehicle [s] to operate the trips. The contractor should ensure that delays do not occur on account of such breakdowns. In the event of any failure or the vehicles report consistently late to the starting point for 2 occasions or more in the span of 6 days, company reserves the right to cancel the contract forthwith or else to make alternative arrangements at the full risk and cost of the contractor which will be recovered from the monthly service bill or the security deposit made by the contractor with the company and this will be in addition to imposing a penalty of Rs.500/- for each such incident of delayed reporting. The company reserves the right to recover damages from the monthly service bills or the security deposit made by the contractor with the company. However if delays due to

unforeseen factors such as rioting, traffic congestion or on account of diversion of traffic, the same will be condoned by the company. Such situations if known in advance to the contractor he should keep the company informed of the same.

15. The company may require the contractor to operate the vehicles on the days of bandhs/hartals, in case the same is considered essential by the company. In such situations, the company would endeavor, but does not guarantee, to provide police escort.
16. In case the contractor is not in a position to ply the vehicles as per the terms of the contract on any given day, the contractor will not be eligible for the payment for the unparted trips, and shall also be liable to penalty upto an amount equal to the rate/amount fixed for the trip [s]/day. Such deduction [s] and or penalty will be adjusted in the bills or against any due [s] /security deposit.
17. A penal deduction of Rs.250/- per trip will be made from the bill in case the contractor is not able to ply the vehicles as per the specification namely the seating capacity and / or age of the vehicles. This will be condoned only if operation of trips with such vehicle [s] is necessitated due to breakdowns of regular vehicle [s]. The company's decision on such matters will be final and shall not be questioned by the contractor.
18. The contractor shall provide quality service, in the event of any deterioration in the quality of service, about which the company will be the sole judge, the company reserves the right to terminate the contract by giving one-month notice to the contractor.
19. The contractor shall make his own arrangements for filling of fuel, lubricants and to check the conditions of the vehicles before commencement of each trip.
20. While operating the trips for the company, no passenger [s] other than the company's employees and those specifically allowed to travel in the vehicles by the company will be carried in the vehicles. The operating staff deployed by the contractor should strictly ensure this.
21. The vehicle is/are normally required to be operating on working days of the factory at Chennai. In exceptional circumstances, however, when the vehicle [s] are required on Sunday or holiday, the same will be notified 24 hours in advance to the contractor, and he is required to run the vehicles at the daily rate quoted by them.
22. The payment of service charges for transportation will be made on a monthly basis. The billing will be made for the number of trips operated in a month. In the week beginning of the following month, the contractor should submit the bill to the company and company will arrange payment within 21 days of receipt of the bill.
23. The contractor shall ensure that the persons engaged by him for operating the services conduct themselves in a disciplined manner and are liable to comply with all the rules and regulations applicable to outsiders while they are in the company's premises.

- 24. A lease agreement will be entered between the company and the bidder for operation of the vehicle service as tendered.**
25. It will be the responsibility of the contractor to comply with all the statutory enactment and requirements relating to labour and workmen employed or engaged by him. He shall arrange to pay all contributions under the ESI act, Employees Provident Fund and Miscellaneous Provisions Act etc. and shall comply with all the statutory obligations and requirements. **The contractor shall also indemnify the company from any claim, loss, damage etc. in respect of the contract awarded to him by the company.**
- 26. The contractor shall have to keep Balmer Lawrie fully indemnified for and against all claims, costs, charges to which Balmer Lawrie may be subjected and all the expenses to which the Company shall be put in respect of personal injuries to employees of the contractor arising out of or occasioned during the contract period in respect of personal injuries to employees of the Company and to any outsider during the course of execution of this contract. This indemnity bond shall be in addition and not in lieu of any indemnity to which the Company may be entitled by law.**
27. The contractor shall be fully responsible for the successful completion of the contract as per the terms contained herein. Any contravention of the conditions will lead to termination of the contract and forfeiture of the security deposit. The contractor shall be responsible for the consequences arising out of such termination.
28. Any sub-contract or subletting to a sub-contractor [s] by the successful contractor shall not be permitted.
29. The last date for submission of tender is 05.06.2021
30. The offer should not be conditional. Your rates quoted should be as per our requirement mentioned in this document.
- 31. The party who quotes overall L1 rate shall only be awarded the contract.**
- 32. PRICE BID SHOULD BE SUBMITTED ONLINE ONLY – Submission of off-line price bid will lead to rejection of tender**

The above terms and conditions duly signed by the bidder will form part of the offer and as acceptance of the contract and therefore inalienable for the contract.

Vehicles will start from pick up point 1-1/2 hours earlier from the start of General shift timing and leave the factory premises after 10-20 minutes from the close of Office hours Detailed timings will be communicated at the time of award of contract.

Tender would be rejected if the price is quoted in techno-commercial bid. No techno commercial document should be attached with priced bid.

The bidder shall sign the terms and conditions and should enclose the same with the offer as token of acceptance of the terms and conditions and they shall form part of offer and acceptance of the contract and therefore inalienable from the contract. **Bids of those bidders which are meeting the above qualifying requirements shall be taken up for detailed evaluation**

#### **ARBITRATION**

Any dispute or difference under this Contract shall be referred for adjudication at Kolkata to a sole arbitrator to be appointed by the Managing Director of 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 paid equally by both the parties.

Canvassing in any form by the agency himself or by any other agency on their behalf may lead to disqualification of their bid. Clarification if any can be obtained from Manager (HR)-SR through phone : 044-25946531 fax no : 044 25946539

Date

Name and signature of the tenderer  
With company seal



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**TENDER FOR PROVIDING VEHICLES FOR ROTATING SHIFTS**

**CHAPTER – II – UNPRICED BID**

Name of the party :

Address in full for communication :

Registered address of the Party /Tenderer:

Telephone no. :

Fax no :

e-mail address :

Mobile no. :

PAN No.

GST No

EMD Details : DD No. \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_

Name of person [s] including Supervisor:

In charge of the office on round the clock

Basis with telephone no./Mobile no.

**A. EXPERIENCE REQUIREMENT**

Name of the client

Contact person with mobile no.

Contract period in months

Contract value

Date of commencement of service

Date of completion

**B. VEHICLE DETAILS**

**PARTICULARS OF VEHICLES OWNED**

Sl No	Regn No	Make	Seating capacity	Year of manufacture
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Fuel efficiency of the vehicles

7+ seater vehicle \_\_\_\_\_ km per litre

Bidder to note that non-submission of relevant supporting documents will lead to rejection of their bid. It shall be ensured that all relevant supporting documents are to be submitted along with their bid in the first instance itself.

Date

Signature of the tenderer  
(with official seal)



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**TENDER FOR PROVIDING VEHICLES ON GENERAL AND ROTATING SHIFTS**

**CHAPTER – III**

**CONDITION FOR TECHNICAL QUALIFICATION**

**For the purpose of shortlisting, agencies are required to satisfy the following clause for being technically qualified.**

1. Submission of Bid Security Declaration - As per attached format
2. Possession of atleast 2 vehicles each of year 2018 and above model of 7+ seater vehicle in their own/proprietor/agency's name.
3. Possession of PAN No.
4. To submit copy of RC book of the vehicles.
5. Possession of GST No.
6. Bidder should submit signed integrity pact – As per attached format
7. The Contractor should have minimum 3 years' of experience in providing vehicle services for Industries.

**Tenderers are to submit/upload documentary proof for all the above. Non submission/uploading of above documents will disqualify the tender for price bid opening**





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Date: 14.05.2021

**TENDER FOR PROVIDING VEHICLES ON GENERAL AND ROTATING SHIFTS**

**CHAPTER –IV - PRICE BID**

Please go through the terms and conditions of the tender before quoting

- 1 Rate per day for providing 7+ seater vehicle from Guindy to Manali via Adyar and return – approx. 210 km per day Rs.
- 2 Rate per day for providing 7+ seater vehicle from Saidapet to Manali via Perambur – approx. 210 km per day Rs.
- 3 Rate for 7+ seater vehicle to be operated at 10 pm From Manali to Saidapet via Egmore as and when Required
4. Rate for extra km (on requirement basis only) Rate per km. Rs.
5. Diesel rate per litre on the date of offer Rs.
6. Percentage of Tax %age

Signature of the tenderer \_\_\_\_\_

Name & address with seal \_\_\_\_\_

Date \_\_\_\_\_

**NOTE: this page mentioning the Rates has to be signed and uploaded online only, this should not be attached along with technical/documents submitted offline in case any parties submit this offline their quote will be rejected.**

**Bid Security Declaration**

We declare that we will not withdraw or modify our bid during the period of validity and we understand that if done, we will be suspended in participating the tenders till 31<sup>st</sup> March 2022.

Date:

Authorized Signatory with Seal

Place:

## **Integrity Pact**

Balmer Lawrie & Co. Limited (BL) hereinafter referred to as "The Principal".

And

-----, hereinafter referred to as "The Bidder/Contractor"

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for -----  
-----.

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section2- Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of the "Guidelines on Indian Agents of Foreign Suppliers' as annexed and marked as Annexure - A**
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or act as per the procedure mentioned in the "Balmer Lawrie Policy on Blacklisting". **Copy of the "Balmer Lawrie Policy on Blacklisting" is annexed and marked as Annexure - B.**

### **Section 4: Compensation for Damages**

- a) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

- a. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- b. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Balmer Lawrie Policy on Blacklisting".

### **Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.**

- a. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- b. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- c. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation Bidder(s)/Contractor(s)/Subcontractor(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8: Independent External Monitor/Monitors**

- (a) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, BL.
- (c) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the CMD, BL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the BL Board.
- (h) If the Monitor has reported to the CMD, BL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (i) The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

**Note :** *(The periods may be extended to suit the individual unit's requirements)*

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, BL.

**Section 10 - Other provisions**

- a) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
- b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

(For & on behalf of the Principal)

(For & On behalf of Bidder/  
Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_