

**TENDER DOCUMENT FOR ALUMINA/CP COKE TRANSPORTATION**

**Bharat Aluminium Company Limited (BALCO) invites offer from Logistic Service Providers for Road Transportation of Alumina/ CP Coke through trucks (both sweeping and fresh alumina / CP Coke from GPL/VPT, KSPL and outside port go down (If any) to Balco, Korba**

**The Service provider has to submit the same tender document in original in a sealed cover on or before 27<sup>st</sup> Apr'2017**

***TENDER DOCUMENT NO: (REF NO: - BALCO/ALUMINA/CPC/TRANS/IMPORT/2017-18  
(To be quoted for all future correspondence)***

**GM COMMERCIAL  
BHARAT ALUMINIUM COMPANY LIMITED  
COMMERCIAL OFFICE,  
ADM BUILDING, BALCO NAGAR,  
KORBA - 495684  
CHATTISGARH STATE, INDIA.  
Fax: +91 7759 240626.**

### **INSTRUCTIONS TO BIDDERS**

Note: **Please attach your company credentials /last 3 years balance sheet/ contract handled by your company alongwith Annexure-I.**

1. All pages of the Tender/Bid comprising of Commercial Bid and Information/Documents as specified in Annexure-I should be signed and seal should be affixed.
2. The Bid should be unconditional acceptance to the terms as contained in the general Terms & Conditions and Special Terms & Conditions.
3. No over-writings or correction shall be accepted unless authenticated with signature.
4. The Tender/Bid alongwith the Earnest money Deposit in a Sealed Tender/Bid should reach BALCO on or before 27<sup>st</sup> Apr' 17. BALCO will not be responsible and will not be in a position to entertain for any delays on account of postal delays, loss of documents, etc.
5. Successful tenderer will have to submit Bank Guarantee/Security Deposit.
6. If the space provided in the registration form is not sufficient, please attach separate sheets and give Annexure reference number on the attached sheet.

GENERAL TERMS & CONDITIONS TERMS:

1. The Quantity mentioned in the Commercial Bid attached as Annexure I are indicative only and shall not be binding on BALCO. BALCO reserves right to amend/modify the quantity specified in Commercial Bid, before awarding/execution of the Formal Agreement. We intend to avoid negotiation and you may not be even called for negotiation if your price is not competitive.
2. **SCOPE OF WORK:**
  - The scope of service should include logistics services of direct transportation of Alumina/CP Coke from GPL/VPT & KAKINADA PORT by fully covered tarpaulin trucks with good handling.
  - Minimum lifting from Gangavaram port will be 500 MT per day.
  - Contract period will be up to one year from the issuing date of the contract, however dispatch planning from port will be communicated time to time by BALCO person in advance to the service provider, which service provider has to be adhere (within 48 hrs. from the planning given).

**ANNEXURE -1**

Sl.No.	Description	Quantity (MT)
1	Transportation of Alumina / CP Coke From GPL/VPT, Vishakhapatnam	28000 MT
2	Transportation of Alumina From Kakinada Port	2000 MT

3. **Earnest Money Deposit:** The Prospective bidders shall submit their Tender/Bid alongwith Earnest Money Deposit (EMD) of Rs Five Lakh only by Demand Draft or BG (as per proforma enclosed in Annexure III) in favour of “Bharat Aluminium Company Limited” payable at Korba. EMD will be refunded on completion of the Tender Evaluation. No interest shall be payable on EMD. In case of Successful Bidder (the Bidder who’s Tender/BID is accepted in whole or in part by BALCO) the EMD will be returned on receipt of Security deposit in the form of Bank Guarantee/DD. Tender/BID without EMD will be rejected.
4. **Duration of Contract:** Contract Duration will be May’17 to Apr’2018. However, BALCO reserve the right to extend the contract beyond the period or short close the contract without giving any reason thereof. The decision of BALCO shall be final and binding in this regard.
5. BALCO does not pledge itself to accept the lowest Tender/Bid and reserves the right to refuse or accept the whole or any part of the tender or portion of the Supplies/Services offered and the Bidder shall provide the same at the rate(s) quoted.

**6. RATE:**

- Rate Rs \_\_\_\_\_ per MT from GPL to Balco
- Rate Rs \_\_\_\_\_ per MT from VPT to Balco
- Rate Rs \_\_\_\_\_ per MT from Kakinada to Balco  
(To be filled by bidder)

The above rate should include:

- Road Tax, Entry Tax, Goods Tax, R.T.O. Tax and all other Taxes/Levies/Surcharges that may be imposed during contract period by any Central Government/State Government/Municipal Corporation or other bodies, on the vehicle, excepting octroi and such other levies on the value of the material carried.
  - The quoted rates shall remain firm during the contract period and no escalation will be granted on whatsoever.
- 7. Payment Terms:** Payment will be made within 15 days after submission of bill and acknowledged LR copy and other dispatch documents.
- 8. Service Tax.** Insurance premium payable by the Carrier to any insurance agency. Any charges towards statutory levies / rates for labour employed by the Carrier as prescribed by any statutory body or government Agency like Mathadi Boards etc. wherever in force.  
Income Tax will be deducted at source, at the applicable rates. Service Tax will be directly paid by BALCO to concerned statutory authorities The contract price shall remain firm during the contract period and no escalation will be granted on whatsoever ground, including among others, increase in cost of spares, tyres or levies as mentioned above.
- 9. Other Conditions**

**a.) LOSS OF DOCUMENTS**

The Carrier shall be solely liable for loss of goods/ any documents and in the event of loss/theft/malpractices/accident, the Carrier shall file FIR at the police station closest to where such event had occurred and give a copy of the FIR to BALCO. In case of any accident/theft etc. it shall be the sole responsibility of the carrier, to ensure the releasing of materials free from any charges, encumbrances and/or restrictions from Courts/s or other authorities as regards its disposal, at its own risk and cost by obtaining appropriate orders from the Court/other authorities, if required by BALCO and ensure delivery of the same to BALCO at the earliest for unrestricted utilization of the same.

**b.) SHORTAGE**

The quantity as specified in the invoice shall be counter checked by the Carrier and if there is any discrepancy, it will be brought to BALCO's notice, otherwise the cost of material including taxes as decided by BALCO shall be debited to the Carrier's account on account of short fall in the quantity. The decision of BALCO shall be final and binding on the Service Provider in this regard.

**c.) VEHICLE DETENTION CHARGES:**

No claim for detention charges of any nature shall be entertained by BALCO under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or execution of the service.

**d.) . WEIGHT**

For all services where service charges are based on the quantity, the weight received at the un-loading point will be treated as Final. The same will only be considered for the payment of services. The Net received weight will determine as per given calculation below. RECEIVED WEIGHT = GROSS WT - TARE WT.

However allowance @ +/- 0.5% on the invoice quantity will be given as weigh bridge tolerance allowance. If the material received in BALCO within 0.5% tolerance, no deduction will be made for shortage and transport payment. In case it exist more than 0.5% tolerance, the whole shortage material will be considered as shortage and the same will be debited from your account.

**e) LOSS OF GOODS**

In case material is lost by theft, pilferage or hijacking of vehicle, the Carrier has to inform to BALCO within 24 hrs. of information known to the Carrier with subsequent action of lodging FIR (First Information Report) to police station on driver/owner of the vehicle and submit the copy of FIR to BALCO. The Carrier will also have to submit FIR (Final Inspection Report) for insurance settlement purpose. During the course of investigation, money to the extent of value of goods plus 10% shall be kept hold till insurance is settled.

- 10. Acceptance of Offers; Balco is not bound to accept the lowest offer or to give any reasons for rejection of any offer and it shall be the sole discretion of the company to consider or reject any bid. A formal contract shall be issued by BALCO towards the successful bidder in the event of acceptance of the offer. Unless a formal contract has been concluded no offer shall be deemed as accepted. Balco reserves the right to award contract to more than one agency or split the contract at its own discretion.**
- 11. Modification & Agreement; BALCO shall have the right to modify the contract quantity in view of variation of requirement, price increase/decrease. Modification of Agreement may also take place in contract period as it may be shortened or extended in proposition to our supply pattern as we full depend on our contractor's commitments.**
- 12. Failure to Execute jobs Assigned; Under no circumstances shall the LSP discontinue work under the Contract. In the event, the LSP fails to execute its obligations within a reasonable period or refuses to execute or arrange to execute such obligations for any reason whatsoever, Balco reserves the right to entrust the services partly or fully to any other service provider/s at the risk and cost of the LSP besides recovery of all losses on the Contract through the security deposit by the LSP.**
- 13. Force Majeure; For failure of execution of any work due to war, restraint, imposed by government, earthquake, fire, explosion, riot, lockout, etc, beyond human control**

directly interfering with the work, Balco shall only allow such additional time as may be considered justified by the circumstances of the case. No claim whatsoever of compensation from the contractor for loss etc. on this account shall be entertained. Direct or indirect loss, if any, to Balco due to negligence of the contractor during this period, on this account can however be recovered from the contractor.

14. **Termination:** Balco reserves the right to terminate the contract at any time with or without notice if the work is found unsatisfactory and also get the work done through any other any agency at the risk and cost of the contractor. Violation of any of the above terms may also lead to cancellation of the contract and liabilities of the contractor, if any, shall be deducted from his pending bills.
15. **Obstruction of work:** LSP shall ensure all timely payment of dues to their workmen. In case contractors staff or workmen or are found obstructing the normal working of Balco, the same shall be viewed seriously and shall make this contract liable for termination.
16. **Arbitration:** In case of any dispute or difference between the Parties the matter shall be decided by mutual negotiation & agreement. If any difference persists on a matter of law or interpretation of this document the decision of mutually appointed arbitrator would be final & binding. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one Arbitrator appointed in accordance with the said Rules. The contract shall be governed by, construed and interpreted in accordance with the said Rules. The contract shall be governed by, construed and interpreted in accordance with the laws in India. The venue of Arbitration shall be at Korba India only. The Arbitration shall be held in English language and the award of the Arbitration shall be final and binding to both the parties.
17. **Inspection of Consignments:** Balco reserves the right to inspect the consignment at any time or place after the same is handed over to the LSP for execution after giving reasonable notice and the LSP shall make necessary arrangements for inspection as and when called upon in this regard by Balco. The LSP in such cases shall not be paid any charges in any form for the contract so made.

The cost for inspection agency appointed by Balco shall be borne by Balco

18. **Jurisdiction:** This contract will be subject to Korba, Chhattisgarh Jurisdiction only for all legal matters.
19. **Security Deposit:** The LSP has to deposit a fixed amount of SD within a period of one week after awarding

Contract Value (Sum of Total Contracts Awarded)	Security Deposit Required
Above Rs. 1 Cr. upto Rs. 3 Cr.	10 Lacs
Above Rs. 3 Cr. upto Rs. 5 Cr.	15 Lacs
Above Rs. 5 Cr. upto Rs. 10 Cr.	25 Lacs
Above Rs. 10 Cr. upto Rs. 20 Cr.	35 Lacs
Above Rs. 20 Cr.	50 Lacs

## **RESPONSIBILITY/OBLIGATIONS OF “LSP”**

The trucks provided are owned or otherwise belong to the LSP. That the trucks hired/not belonging to the “LSP” shall not absolve the LSP from any of the obligations under this contract or mitigate the liabilities arising out of the breach of the conditions or expressed therein.

- 1.1 The LSP will not use the name of “Balco” in any manner either for credit arrangement or otherwise and it is agreed that “Balco” is no way responsible for the debts of the LSP and/or its employees.
- 1.2 If at any time during the contract, the LSP fails to transport the goods as provided herein above or to perform the various other obligations specified in the contract, Balco in its discretion and without prejudice to other rights and remedies, may obtain services from other LSPs to perform the obligations and transport the goods at risk and cost of the LSP. The LSP undertakes to reimburse to Balco all additional expenses incurred by Balco in this connection.
- 1.3 The LSP shall not have exclusive right to operate trucks for Balco and Balco will be at liberty to appoint one or more additional LSP either to run concurrently with the LSP or separately.
- 1.4 The LSP will arrange to bring into use Lorry receipts with printed serial No. The reverse of the Lorry receipts shall be provided the format of acknowledgement for the receipt of the consignment.
- 1.5 The LSP will furnish lorry receipts and other documents as per BALCO requirement. LSP shall give only clean and unconditional lorry receipt and remarks like “said to contain” or at “Owner’s risk” will neither be valid nor accepted. Even if lorry receipts containing such remarks is issued, the terms and conditions of Balco will prevail.
- 1.6 The LSP shall ensure that the weight and volume of goods loaded for consignment in the vehicle is within RLW permissible limits prescribed in the RTO registration book. The LSP shall solely be responsible and completely indemnifies Balco against any penalty, legal actions, loss and damage, if any, suffered by Balco on account of violation and /or breach of weight and volume limits prescribed in the RTO registration book.. Balco shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the RLW permissible limits. It is unambiguously agreed upon that the LSP shall be solely responsible to ensure that the goods loaded in the trucks are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book.
- 1.7 The trucks provided are in perfect roadworthy condition and maintain all features necessary for smooth and safe transportation of products as per specifications to their respective e destinations. The LSP shall be held accountable for any theft, pilferage, adulteration, malpractice or damage to the consignment en-route.
- 1.8 The LSP will not offer suspended or blacklisted trucks.
- 1.9 The truck provided is equipped with all the valid and subsisting permits and licenses from respective transport authorities required for authorized road movement. The road and other tax certificates for the vehicle and driving license of the driver are kept valid during the period of the contract.
- 1.10 The LSP will have a comprehensive insurance policy from an established insurance agency for each vehicle and keep such policy in force at all times to cover all risks of whatever nature inclusive of any damage caused by the trucks to Balco’s property. The LSP will produce for the perusal of Balco the original Insurance policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by Balco.
- 1.11 The LSP shall ensure that its employees, while on the premises of Balco or while carrying out their obligations under this agreement observe the general discipline laid down by Balco.

**1.12 The LSP agrees to abide by the Motor Vehicles Act, Payment of Wages Act and other regulations in force in the area where he is plying the trucks.**

**1.13 The LSP shall observe and implement all the laws of the land and the rules framed there under which are beneficial to the staff employed by him and that Balco shall in no event be liable or responsible for any default that will arise out of non-observance of such laws, rules on the part of the LSP and the LSP shall indemnify and keep indemnified Balco against the same from all proceedings in respect thereof.**

**1.14 The LSP shall comply with all the statutory requirements as stipulated in various acts and laws regarding casual/contract labour deployed by him for various activities connected with the contract. The LSP shall be fully responsible for the conduct of his crews at loading and unloading premises.**

**1.15 The LSP shall be solely responsible for non-compliance with any statutory requirements. It is specifically understood that the Balco shall not have any privity with labour deployed by the LSP. The LSP shall satisfy himself about past conduct of labour deployed by him.**

**1.16 The LSP shall be liable for all payments to his staff employed for the performance of carrying out of the said work and in respect of all claims and liabilities of the LSP's business and Balco shall in no event be liable or responsible for any payment and the LSP shall keep Balco indemnified against the same and from all proceedings in respect thereof.**

**1.17 The employees of the LSP shall never be deemed to be the employees of Balco.**

## **2. LIABILITY OF LSP**

2.1 The "LSP" shall accept the goods at its own risk and shall accept full responsibility for the losses arising out of damage of the goods and shall also accept the full responsibility for non-delivery or short delivery of the goods due to theft, pilferage, accident, fire or any acts of God.

2.2 "Balco" will also be entitled to compute the amount of loss suffered by "Balco" and entitled to be reimbursed from the "LSP" under these provisions and the decision and determination by "Balco" or its authorized representatives as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the "LSP" and shall not be questioned in any court of law, or arbitration or otherwise and the "LSP" do thereby irrevocably authorize "Balco" to set off and adjust such loss or damage against the pending payments to the "LSP" and in the event of shortfall therein, the "LSP" shall immediately upon a certificate issued by "Balco" pay the same to "Balco" without any demur or objection.

2.3 The "LSP" shall be liable for any loss or damage to "Balco" employees, the "LSP's employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said trucks at the time of loading, unloading and / or during transit and the "LSP"

shall indemnify and keep in indemnified “Balco” against any such loss or damage and shall pay to “Balco” such amount as “Balco” may be called upon by law to pay. The “LSP” shall remain at all times, liable and responsible to “Balco” for any loss or damage caused to any building, plant and machinery or the property of “Balco” by any carelessness, negligence, inexperience or willful fault of the “LSP” or his agent or by his employee of which “Balco” alone shall be the sole judge. “Balco” shall be at the liberty to debit any cost of repair to loss or damage to the account of “LSP”.

2.4 The “LSP” will make good to “Balco” any loss arising from:

2.4.1 The confiscation by government or local authorities of any quantities of the said products delivered to the “LSP” for transportation.

2.4.2 Loading, unloading or in transit for reasons other than the natural calamities such earthquake, cyclone, floods and lighting, riots or civil commotion and or accidents.

**REF: BALCO/ALUMINA/CPC/TRANS/IMPORT/2017-18**

**INFORMATION /DOCUMENTS TO BE PROVIDED WITH BID**

<b>Name of the Bidder</b>	
<b>Legal status of the Bidder (i.e. Proprietorship/Partnership, Public Limited Company/Private Company)</b>	
<b>Complete Address</b>	
<b>Name, Address &amp; contact details &amp; contract details of Key Contract Persons/Directors/Partners</b>	
<b>Details of Related Companies/businesses where in the Directors/Proprietors are common and their Turnover &amp; Product Range/Services</b>	
<b>Major Clients and value of business with them</b>	
<b>Name of the Banker</b>	
<b>Total Manpower</b> a) Technical b) Non-Technical	
<b>Escalation matrix for redressing the complaint(s)</b>	
<b>Attach copies of</b> a) Annual Report/Balance Sheet for last 3 financial years b) PAN Number c) Sales Tax/Service Tax Number d) Agreements with Top 5 clients.	

