

**TENDER DOCUMENT FOR BTAP LOADING THROUGH BULKER**

**Bharat Aluminium Company Limited (BALCO) invites offer from Logistic Service Providers for LOADING of Alumina in BTAP through BULKER from GPL/VPT 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/LOADING/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 Services to be provided by the service provider shall interlaid include the following:

- 1) Sufficient no of bulkers will be placed at discharge port with all pipelines of bulker modified for easy and fast loading of BTAP rake with a venturi system at discharge point of bulker.
- 2) Bulkers will be loaded by hopper during vessel discharge or by bags and hydra in godown once vessel discharge is over.
- 3) Loading of bulkers will be done by authorized CHA.
- 4) Loaded bulkers will be placed alongside railway siding.
- 5) Alumina in bulkers will be discharged in BTAP rakes through pneumatic discharge and specialized low pressure high volumetric air flow , specifically designed to handle alumina discharge.
- 6) After all bulkers are discharged, top up operation will be carried out at end to ensure reduction or bill dead freight.
- 7) All manhole covers of BTAP will be closed and tightened after loading.
- 8) Third party inspector will be maintained by BALCO for ensuring quality of material loaded in bulkers and to verify weight at weighbridge at load port.
- 9) CHA will provide an MIT report/MIS report of rakes loaded and vessel wise reconciliation.
- 10) Time needed to load each rake will be 12 hours.
- 11) Weightment will be final at static weighbridge of discharge port for billing and reconciliation purpose.
- 12) Loadability of each BTAPLP rake will be 3050 MT and for HP rakes it will be 2550 MT.
- 13) Handling loss for end to end operations from vessel discharging till Rake loading to be <0.5%.
- 14) MIS report will be generated rake wise.

### ANNEXURE -1

Sl.No.	Description	Quantity (MT)
1	Loading of Alumina in BALCO BTAP through Bulker	6 Lacs MT ±10% yearly

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’2019. 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
  - Rate Rs \_\_\_\_\_ per MT from VPT
- (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 with required supporting docs.

8. **Service Tax.** Insurance premium payable by the Service Provider to any insurance agency. Any charges towards statutory levies / rates for labour employed by the Service Provider as prescribed by any statutory body or government Agency like Mathadi Boards etc. wherever in force.

9. **Other Conditions**

a.) **LOSS OF DOCUMENTS**

The Service Provider shall be solely liable for loss of goods/ any documents and in the event of loss/theft/malpractices/accident, the Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider'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) **LOSS OF GOODS**

In case material is lost by theft, pilferage or hijacking of vehicle, the Service Provider has to inform to BALCO within 24 hrs. of information known to the Service Provider 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 Service Provider 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

<b>Contract Value (Sum of Total Contracts Awarded)</b>	<b>Security Deposit Required</b>
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

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**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.	

