

PH: 044 – 2594 6543 / 6500

FAX: 044 – 2594 1156 / 2594 5006

Ref: BL/LC/MAN/TANKER/LT/201718/0134

Date: 07.10.2017

**Due Date: 20.10.2017**

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

To

**NOTICE INVITING TENDER**  
**FOR TRANSPORTATION OF LDO/FO FROM IOCL/BPCL/HPCL- CHENNAI TERMINAL**  
**TO BL MANALI PLANT IN 10.5 KL/16 KL/20 KLTANKERS**

Balmer Lawrie & Co. Ltd. **invites bids** from resourceful and reputed transporters, fulfilling the eligibility criteria, for transportation of LDO/FO from IOCL/BPCL/HPCL- Chennai Terminal to Manali Plant of six months **(tentatively from Nov '17 to Apr '18) or till completion of the total order value, whichever is later**, for SBU Leather Chemicals, Manali, Chennai-68.

**1. Scope of Work:**

The scope of work under this tender consists of transportation of LDO/FO from IOCL/BPCL/HPCL Chennai Terminal to our Chennai Manali Plant through 10.5 KL/16 KL/20 KL Tankers.

Rate to be quoted for per trip as sought in **Annexure –A**. Contingency tolerance 10% applicable.

Quantity is indicative and interchange/swap of quantities within the order value including tolerance is applicable.

**No shortage allowance is applicable. The contractor should ensure that the quantity mentioned in the invoice given by the terminal is being unloaded at BL SBU LC Factory without any shortage.**

**2. Prequalification requirement:**

Party should have relevant **PAN**.,

**THE OFFER WILL BE REJECTED IN THE ABSENCE OF PAN WHICH IS MANDATORY.**

**Only those bidders who meet the above Pre-qualification criteria will be qualified for considering the price quoted by them.**

**3. Taxes & Duties:**

All taxes, duties, levies etc are extra as applicable and shall be paid by BL. Provide only basic rates in **Annexure-A**

**Present tax structure:**

Presently CGST@2.5%+SGST@2.5% or IGST@5% or as applicable.

**4. EARNEST MONEY DEPOSIT**

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.3,000/-**(Rupees Three thousand only) towards Earnest Money Deposit.

**a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED**

- b. For the successful bidder, the EMD will be converted to SD and the same shall be refunded on successful completion of the contract in all aspects. EMD/SD will carry no interest.
- c. For the unsuccessful bidders, the EMD will be refunded only after the PO is released on the successful bidder
- d. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- e. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- f. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

**5. Non Conformance:**

The tenders not conforming to the above mentioned requirements stated under Cl:2 and Cl:4 are liable to be rejected.

**6. Validity of offer:**

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

**7. Visit to our factory**

The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for transportation of LDO/FO in tankers.

**(Contact Persons: SBU LC Mr. G Gurushankar – 044-25946565/ Mr. Arun A- 044-25946542)**

**8. Corrigendum to tender**

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). The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

**9. GENERAL**

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 black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

Signature of the Tenderer:

Date:

Seal:

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

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.

**It may be noted that the terms not mentioned in the offer shall be considered as per our tender terms and conditions only.**

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.

**Offers from New Vendors will be considered for vendor development only; Not for finalization of contract against this tender.**

**10. CONFLICT OF INTEREST CLAUSE:**

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage

**11. EVALUATION OF BIDS:**

The Price given in Annexure-A shall be used for grading the bidders. Prices quoted by tenderers who fulfil the pre-qualification criteria alone will be considered for evaluation. Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate (Net of GST, as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to overall L1 quoted bidder.

**12. AWARD OF CONTRACT**

The contract will be awarded based on the overall lowest quoted (L1) tenderer of total value of contract based on the estimates provided in **Annexure-A**.

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

**13. Tender Document Submission**

Your offer shall comprise the following:

- **EMD for Rs.3,000/-**
- **Annexure-1** duly filled in, signed with seal
- **Annexure-A** duly filled in, signed with seal
- Relevant **copy of PAN** as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages

**Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Offer for Transportation of LDO/FO through tankers' should reach the undersigned at our Manali works at the following address on or before 20.10.2017.**

Signature of the Tenderer:

Date:

Seal:

Senior Manager [SCM]  
BALMER LAWRIE & CO. LTD.  
SBU Leather Chemicals  
32, Sathangadu Village, Manali,  
Chennai – 600068.

Phone : 044 – 25946543 / 25946500  
Fax : 044 – 25941156  
email : a.arun@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**ARUN A**  
**Senior Manager (SCM)**

**Encl: Annexure-1 (Contractor Details)**  
**Annexure-2 (Terms and Conditions)**  
**Annexure-A (Schedule of quantities- for transportation through tanker)**  
**BG Format for EMD**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**CHECK LIST AND CONTRACTOR'S DETAILS**

**(1) EMD:**

**Documents enclosed**

Have you enclosed EMD : Yes / No  
(If No the offer will be rejected)

DD / BG /  
copy of NSIC certificate

Details on EMD :

**(1) Prequalification Requirements :**

PAN No. :

PAN card copy

**(2) Others:**

Name of the Company/Firm :

Address of the Company :

Name of contact person :

Phone no. & Fax No :

email ID, if any :

**DECLARATION**

I / We ..... have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Company against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I /We hereby declare that, I/We have not been blacklisted / debarred/ Suspended /demoted in any PSU or any Govt department in Tamil Nadu or in any State due to any reasons.

*Signature of Tenderer :*

*Date:*

*Seal:*

**Annexure-1**

**Vendor is requested to provide all the data in the table below, as applicable:**

1.	Supplier Name	
2.	House No with address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Tel No	
8.	Mob No	
9.	Fax	
10.	Email	
11.	Industry Type*	Domestic / service vendor / MSME* / SSI* / trader / others (specify it)
12.	If MSME registered, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	PAN no*	
17.	State code (as per GST)	
18.	GSTIN Registration number*	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

***\* - relevant registration/certificate copies shall be submitted.***

Signature of Tenderer :

Date:

Seal:

**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

**1.0 Rates and Other Entries:**

The tenderer should quote for all items in the prescribed format in **Annexure-A**. Quantity indicated are approximate.

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

**2.0 EARNEST MONEY DEPOSIT (EMD)**

- (i) The Tenderer shall be required to submit an Earnest Money Deposit as specified in NIT (Bank draft drawn on a Chennai branch of any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd.) along with the tender and the same shall be returned to the unsuccessful tenderers after the selection of the successful tenderer.
- (ii) If the successful tenderer 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, his Earnest Money Deposit shall be forfeited.
- (iii) No interest shall be payable against Earnest Money Deposit.

**3.0 STATUTORY PROVISIONS**

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.

The successful bidder shall hold the company harmless and indemnified from and against all claims, charges and costs for which the company may be held liable under the **Workmen's Compensation Act 1923**. Employees Liability Act 1930 and amendments thereof and expenses which the company may be made to bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the successful bidder or his agents or his employees in carrying out the job of the successful bidder

The successful bidder shall ensure workmen employed in the execution of the contract are insured against accidents and injuries. The company shall not be held responsible for any liability what so ever legal or otherwise arising out of execution of the contract by the transporters employees casual or otherwise and third parties. The successful bidder shall be liable to bear damage under **Employers Liability Act 1938 and amendments 1970** thereof, the expenses which the company may be made to bear by them in respect of personnel

**Annexure-2**

injuries to the servants and employees of the company, arising out or occasion through the acts of commissions / omissions whether due to negligence or not of the transporter or his agents or his employees in carrying out the job of the transporter. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.

The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.

The successful bidder will be responsible for the welfare and discipline of his employees inside our customer premises and port premises. He must also undertake to comply with all statutory regulations for employment of his employees. Any expenses incurred by us under these regulations will have to be reimbursed by him. The successful bidder will be deemed to be the ultimate employer of his men.

The trailers 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 brake lights should be in working condition. The load carrying capacity to be written in predominant place.

All the trailer to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.

**4.0 HEALTH, SAFETY AND ENVIRONMENT STANDARD**

The bidder shall follow the Health, Safety and Environment Policy as defined by our respective vendors/customers while in their premises and as well as our Health, Safety & Environment Standards. All the trailers to be provided by the successful bidder should qualify as per our **HSE requirements**. The list of the HSE qualification norms are listed below.

- a. Drivers should possess a valid driving license.
- b. Driver and cleaner should wear Shirt and Pant only.
- c. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- d. Trailer platform to be free from rust, dents sharp areas and uneven surfaces.
- e. All the tyres should have proper treads.
- f. Head lights, indicators and reverse horn to be in working condition.
- g. All the trailers should have a valid pollution / emission control certificate apart from other statutory requirements.
- h. Any person accompanying the trailer should not be drunken and if found the truck will be blacklisted.
- i. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- j. Over all trailers should be in a well maintained condition.

HSHE Policy at BPCL/HPCL/IOCL Chennai Terminal or any other places as necessary for executing the contract must be strictly adhered.

**5.0 VOLUME OF WORK**

Schedule of quantities for transportation is mentioned in PRICE SCHEDULE (**Annexure-A**).

*Signature of the Tenderer:*

*Date:*

*Seal:*



**6.0 RATE**

Rate shall be kept firm till the completion of the contract.

**7.0 TRANSIT INSURANCE**

Transit insurance shall be covered by the BL. However, in case of shortages or loss, the transporter shall make necessary arrangements for conducting survey, lodge FIR for enroute claims, issue shortage certificate towards any short delivery made at customer's end, within 30 days of occurrence of such incident. The transporter's relevant bill for such cases shall be settled only after the required documents are received. The transporter shall comply with the insurance formalities to enable BL to lodge necessary claims with the insurance company for any damage or loss of products or loss due to leakage / pilferage in transit. In case the transporters fails to provide such documents as are required by the insurance company, BL shall recover the full value of loss from the transporter. Any damage / pilferage caused by the transporters TANKER / workmen within BL premises and / or at customers end shall be compensated by the transporter.

**8.0 PENALTY & RISK PURCHASE CLAUSE:**

**NON PLACEMENT OF TANKERS**

Transporter shall be required to place TANKERs within maximum 24 hours from the call up time by email in clear dry condition. In case transporter fails to place TANKERs as per BL call-ups even after 24 hours from the call up time, BL will be at liberty in transporting the goods by engaging other transporter and difference in freight charges will be recovered from the transporter. BL shall not be responsible for the turnaround of the TANKERs at IOCL/BPCL/HPCL terminals but will provide full support for earliest release of vehicle from the terminals after filling.

**9.0 CONTRACT PERIOD**

From Nov '17 to Apr '18 (tentatively). The contract period of 6 months shall be valid from date of LOI/PO Or till the completion of order quantity; whichever is later.

In case, where the new contractors under development has quoted the lowest (L1) price, order will be issued for a trial period of 2 months or for 6 trips; whichever is earlier; which can be renewed for the total period of six months or for the complete tender quantity, on satisfactory performance.

**10.0 PAYMENT TERMS**

Payment will be released in 30 days from the date of submission of duly certified bills.

**11.0 SECURITY DEPOSIT**

The SD will be released only on successful completion of contract in all respects.

**Security deposit is liable to forfeiture in the event of:**

- a. Not executing the job after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

Signature of the Tenderer:

Date:

Seal:

**12.0 COMPLIANCE TO INDUSTRIAL SAFETY:**

The vendor should have complied all the relevant safety standards and HSE policy as per the statutory norms. The bidders should have all the necessary valid licenses / permits / certificates as applicable to their industry / pollution board norms. Non-adherence or violation to the above criteria will lead to the cancellation of contract / order and the supplier will be blacklisted

**13.0 FORCE MAJEURE CONDITIONS**

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented by reasons of any way, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine, restrictions, strike, lock outs, change in Government policy or acts of Gods (hereinafter referred as events), then provided notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

**14.0 LIABILITY**

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor.

**15.0 SAFETY TO COMPANY'S PROPERTY**

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor.

**16.0 TERMINATION**

The contract can be terminated by either party giving one clear month's notice in writing.

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

1. The bidder fails to comply with any service term of the Contract.
2. The bidder informs BL of its inability to deliver the service or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item within the stipulated Delivery Period
4. The bidder becomes bankrupt or goes into liquidation.
5. The bidder makes a general assignment for the benefit of creditors.
6. A receiver is appointed for any substantial property owned by the bidder.
7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop the service. On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof.

The EMD / Security Deposit will be forfeited. However in case of serious breach of contract by the bidder the company reserves the right to terminate the contract without notice.

*Signature of the Tenderer:*

*Date:*

*Seal:*

**17.0 TAXES, DUTIES, OCTROI & OTHER STATUTORY PAYMENTS**

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, cess etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, cess etc. now enforce and hereafter increased, imposed or modified from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by / central or State Government Authority or any administrative sub-division thereof.

**18.0 LABOUR LAWS**

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details.
- (v) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

**19.0 INSURANCE**

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

- (i) **Workmen's Compensation and Employees' Liability Insurance:**  
Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.  
In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following schemes/Acts, their amendments and subsequent related acts, if any:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act – 1970.

**20.0 ADDITION AND ALTERATION OF TERMS AND CONDITIONS**

The company reserves the right to add / alter terms and conditions of the tender document including cancellation of the tender at any time till the completion of the contract without assigning any reason whatsoever.

**21.0 ACCEPTANCE OF TENDER**

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and / Or to negotiate with tenderer(s) in the manner it considers suitable.

**22.0 INDEMNITY**

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract for over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period.

**23.0 ARBITRATION**

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai to a sole arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Limited and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final and binding on the parties. The proceeding shall be conducted in English language and courts at Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

WE ACCEPT ALL TERMS AND CONDITIONS AS STATED IN THIS TENDER.

**DATE :**

**SIGNATURE OF THE TENDERER :**

**NAME OF THE TENDERER :**

**PHONE NO. FOR CONTACT :**

**EMAIL ID IF ANY, FOR CONTACT :**

**COMPANY SEAL :**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**SCHEDULE OF QUANTITY & PRICE BID**

SL No.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE IN Rs.	AMOUNT IN Rs.
(1)	For transportation of FO/LDO from IOCL/HPCL/BPCL Chennai Terminal through 10.5 KL Tankers	<b>Trips</b>	6		
(2)	For transportation of FO/LDO from IOCL/HPCL/BPCL Chennai Terminal through 16 KL Tankers	<b>Trips</b>	6		
(3)	For transportation of FO/LDO from IOCL/HPCL/BPCL Chennai Terminal through 20 KL Tankers	<b>Trips</b>	6		
(4)	Charges, if any, payable after **24 hrs from from reporting of tanker at BL SBULC factory.	<b>Days</b>	6		
	<b>TOTAL</b>				

**Taxes are extra as applicable**

**(\*\*)- Halting charges will be considered only when the tanker reaches BL SBU LC factory premises or before 4:30 PM and unloading has not been completed due to unforeseen conditions for more than 24 hrs. Halting charges for delay at IOCL/HPCL/BPCL Chennai terminals are not payable by BL.**

**NOTE:**

Contingency tolerance 10% applicable. Interchange/swap of quantities within the order value including order value is applicable

**No shortage allowance.**

**Rate shall be kept firm till the completion of the total order value. No escalation/de-escalation of rates are applicable**

The price will be evaluated including the halting charges and order will be awarded to lowest (L1) quoted tender including the halting charges.

*Signature of the Tenderer:*

*Date:*

Page 1 of 1

*Seal:*

Proforma of the Guarantee  
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas ..... (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the ..... (purpose) (hereinafter called "the Bid") against Tender reference No: ..... dated ..... of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. .... (Rupees ..... only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said ..... (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, ..... (Name of the Bank) having our office at ..... (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, ..... (name of the bank) of ..... (address of the bank) having our office, inter alia, at ..... (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. .... (address) (hereinafter called "the Purchaser") in the sum of Rs ..... (Rupees ..... only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of ...., 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto ..... (date of expiry) including the ..... days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. .... (Rupees ..... only.)
  - ii) This Bank Guarantee shall be valid upto .....
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before ..... (last date of validity)
- ..... (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated ..... day of ..... , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)