

Limited Tender : 1070LM0180 dtd 14.02.2018

**Please note "Response from Registered Vendors alone will be accepted" for participation in this Limited Tender.**

**In case your firm is already Registered & Approved Vendor of Industrial Packaging (or) other units of M/s. Balmer Lawrie & Co. Ltd., elsewhere in India, the details of the same to be provided prior to participating in this tender.**

**Other vendors may contact the undersigned for registering with the unit which is subject to confirmation by our company. Only after confirmation of their registration, they would be considered for participation in the subsequent tenders. "**

Dear Sirs,

Sub: Tender for supply of Light Diesel Oil (LDO) from March 2018 to February 2019.

Kindly provide your competitive bid with maximum discount on the controlled price for **supply of LDO** to our **Barrel Plant, Industrial Packaging, Manali, Chennai 600 068** as per the following detail in the enclosed **BID Form, Terms & Condition.**

1. Period of Contract : **March 2018 to February 2019 ( 12 Month) – However, the contract shall be extended on mutual agreement with the successful bidder as per tender terms till exhausting the balance order quantity / for further period whichever is later.**
2. Estimated Requirement : **252KL (Approx.21KL /Month.)** The quantity mentioned is only an indicative / estimation for the above period.
3. Price & Discount :
  - i. Kindly provide **Current Price** of LDO on Ex-Terminal basis with % GST.
  - ii. **Discount on controlled price** is required to be indicated legibly.
4. Payment Term : Our Preferred credit period shall be 30 day from the date of supply. However, in case you tend to offer a different credit term other than 30 days, the same shall be clearly mentioned in your quote. This is to enable arriving at the Nett Delivered Price of LDO by our company.
5. Delivery : LDO will be collected through our Authorized Transporter, Ex-Oil Terminal in Chennai.
6. Validity of Bid / Discount : The bid shall be valid for period of 90 Days from the date of submission and the Discount shall be valid for the entire period of contract.
7. Price : Your price structure shall indicate **Basic Price, Discount, % GST, etc.**

Your valued quote shall be furnished in accordance with above detail in the enclosed **BID Form** duly signed, sealed and super scribed as **"Tender for supply of LDO"** should be forwarded **on or before 24.02.2018** to

**Executive (Purchase),**  
**M/s. Balmer Lawrie & Co. Ltd, (A Govt. of India Enterprise),**  
**Industrial Packaging, No. 32, Sathangadu Village, Manali, Chennai-600 068.**

The bids can be sent either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

Details of the tender are also available in our company's website **www.balmerlawrie.com.**

Thanking you

Yours faithfully  
 for Balmer Lawrie & Co. Ltd.  
 (T. S. Elangovan)  
 Executive (Purchase)

☎-044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

**Balmer Lawrie & Co. Ltd. GSTN-3AABCB0984E172**

## **TERMS AND CONDITION**

1. The term **"Company (or) BLCL"** wherever mentioned in the tender document refers to **"BALMER LAWRIE & CO. LTD."**
2. The term **"bidder"** means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
4. **The period of contact extendable on mutual agreement with the successful bidder for further period till exhausting balance estimated contract quantity whichever is later.**
5. **Collection of LDO:** Will be collected in Tanker by company from the successful bidder filling station at Chennai through our authorized transporters.
6. **Offer Validity:** Your offer must be kept valid for a minimum period of **90 Days** from the date of opening the Offer
7. The bids of any bidder may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.
8. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
9. Subletting / Transfer: The successful bidder shall abide by and comply with the instructions that may be given by the company from time to time in connection with executing the contract and shall not be allowed to sublet or assign or transfer full or any part the contract without our prior written permission from our company.
10. **Cancellation of Tender:** In the event of unsatisfactory performance of developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the Company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at Company's discretion.
11. 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
12. **Force Majeure:-**Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Government Authorities, compliance with any order or request of any Governmental Authorities, war fires, floods, riots or illegal strikes.
13. **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.

## BID FORM

**1070LM0180 dtd 14.02.2018 due on 24.02.2018**

SNo. Description & Schedule of Item	Price Structure	Price in Rs.
1. <b>Current Price of Light Diesel Oil (LDO)</b>	<b>Current Price Rs. per KL.</b>	
2. <b>Discount Offered</b>	<b>Rs. per KL</b>	
3. <b>Payment Term.</b>	<b>Credit Period Days</b>	

1. Indicate above data also in word and do not leave the space empty.

### 2. AWARD OF CONTRACT:

**The Lowest (L1) bid status would be arrived** on the basis of **"Nett Delivered Cost per KL of LDO"** comprising of **Current Price, Least Financial Cost arrived by our company** considering the **maximum Discount** and **Longest Credit period** offered by the **bidder** as shown above.

The estimated quantity of this tender mentioned above is proposed to be **distributed in Two Lots (Lot A & Lot B)** in the **ratio of 70:30** subject to the following.

- The **L1 bidder** will be given **Lot A** and **L2 bidder** will be given **Lot B** provided L2 bidder agrees to match L1 price.
- In case, L2 bidder is not agreeable to match L1 price, then L3, L4....etc. in that order shall be given the opportunity to match L1 price for awarding the Lot-B quantity.
- In the event of L2, L3, L4.... **not agreeing to match L1 price**, then **Lot B** will also be placed on the L1 bidder.
- However, in the event of **more than one L1 bidder** then, the quantity will be equally distributed to L1 bidders.
- The decision of the company is final in retaining more than one bidder.
- On award of contract and during its tenure, the company may swap order quantity between the successful bidders in case of exigency as per tender terms.

GSTIN No.		PAN (Personal Account No)	
Contact Person		Telephone No.	
E-Mail ID		Mobile No.	

**We have quoted our price after studying carefully all the details mentioned in the Tender, Terms & Conditions and we confirm to have accepted the same.**

**Signature of the bidder with Seal & Date**