

Limited Tender : 1070LE0181 dt. 23.02.2018

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,

Sealed offers are invited for **Collection & Delivery of Light Diesel Oil (LDO) in 10.5KL Tanker** from Public Sector Oil company's M/s. **IOCL/BPCL/HPCL from their Chennai Oil Terminals** to Barrel plant, Industrial Packaging, Manali, Chennai- 600 068 as per enclosed **Terms & Conditions** and **Bid Form**.

Completed tender form by bidder in all respect duly sealed and super scribed as **"Tender for Collection & Delivery of Light Diesel Oil (LDO)"** should reach

Executive (Purchase)
M/s. Balmer Lawrie & Co. Ltd,
 (A Govt. of India Enterprise)
 Industrial Packaging,
 32, Sathangadu Village, Manali,
 Chennai-600 068.

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The last date for submission of bids for the above tender is on or before 06.03.2018 at 3.00PM.

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. GST No.	:	3AABCB0984E1Z2
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TERMS AND CONDITIONS

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. **Period of Contract:** From **March 2018 to February 2019 (12 month)**
The period of **contract as per tender terms** on mutual agreement with the successful bidder shall be extended for further period / till **exhausting the balance order quantity whichever is later.**
4. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
5. The bidder shall quote the rates only on **"per Trip Basis" the rate quoted shall be inclusive of filling the LDO from Oil Terminals of Oil PSU companies at Chennai and unloading the material in 200 Litre MS Barrels in Barrel Plant, Manali, and Chennai-600 068.**
6. **Transport Rate quoted by the bidder will be firm and final till completion of the contract** and escalation in rate will be not entertained by company.
7. **No shortage allowance is applicable.** The successful bidder should ensure that the quantity mentioned in the invoice given by PSU Oil Company at their terminal is being unloaded at Factory without any shortage.
8. **Goods & Service Tax will be extra** and accordingly the bidders are required to provide their GST Registration Number as sought in the Bid Form.
9. The offer must be kept valid for a minimum period of **60 Days** from the date of submission.
10. **Payment:** - Payment will be released **30 days** from the date of submission of bill as recorded by our stores.
11. The company will **not pay any detention charges** whatsoever if the truck is detained at the supplier end beyond their control, since such situation may arise very rarely and not regularly.
12. **Placement of Tanker & Collection of LDO / Risk Purchase clause:** The successful transporter shall be required to place TANKER within maximum 24 hours from the call up time by email in clear dry condition. In case transporter fails to place TANKERS as per company call-ups even after 24 hours from the call up time, company will be at liberty in transporting LDO by engaging other transporter from open market and difference in freight charges will be recovered from the successful transporter. Company shall not be responsible for the turnaround of the TANKERS at IOCL/BPCL/HPCL terminals however, would co-ordinate for earliest release of tanker from the oil terminal after filling.
13. **Security Deposit (SD):** The SD amount payable by the successful bidder would be **Rs.5,000/- (Rupees Five Thousand only)** by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd., payable at Chennai. Cheque / Cash or any other forms of payment are not acceptable towards SD. [or] The entire SD amount can be submitted as Bank Guarantee [BG] valid for period of **12 Months** for an equivalent amount issued by Nationalized / Scheduled Bank. In this regard the format given by company will only be used for submitting the BG.
The SD shall be payable within 15days from the date of receipt of intimation from the company.
The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only.
All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD.
SD is liable to forfeiture in the event of –
a. Withdrawal of order during validity period of the contract
b. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
c. Any unilateral revision made by the successful bidder during the validity period of the contract.
14. **Transit Insurance**
Transit insurance shall be covered by company. However, in case of shortages or loss, the successful transporter shall make necessary arrangements for conducting survey, lodge FIR for en-route claims, issue shortage certificate towards any short delivery made at supplier's end, within 30 days of occurrence of such incident. The successful transporter's relevant bill for such cases shall be settled only after the required documents are received. The successful transporter shall comply with the insurance formalities to enable company 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, Company shall recover the full value of loss from the successful transporter. Any damage / pilferage caused by the successful transporter's TANKER / workmen within company premises and / or at our supplier end shall be compensated by the transporter.

15. The successful transporter shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of damages if any, will be recovered from the transporter.
16. **Sub-Leasing** : The successful transporter shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
17. The transporter 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.
18. 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 transporter or his agents or his employees in carrying out the job of the transporter.
19. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
20. 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. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.
21. The company would not carry out any negotiations except with such transporters who is / are the lowest quoted transporters originally. As such it would be in the interest of the transporters to quote the lowest possible rate.
22. The bids of any transporter may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
23. 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.
24. **Statutory Provisions**
 - a. 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.
 - b. 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
 - c. 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 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.
 - d. 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.
 - e. 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.
 - f. The tankers 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.
 - g. All the tanker to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.

- h. **Insurance** -The successful bidder shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

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:

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

25. **Health, Safety & Environment Standard**

Our company is under certification for EMS:14001 / OHSAS System and hence the bidders are required to ensure that all their workmen are adhering to the safety norms as prescribed in Environment Management System –EMS.

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 tankers to be provided by the successful bidder should qualify as per our **HSE requirements**. The list of the HSE qualification norms are listed below.

- Drivers should possess a valid driving license.
- Driver and cleaner should wear Shirt and Pant only.
- Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- Tanker platform to be free from rust, dents sharp areas and uneven surfaces.
- All the tyres should have proper treads.
- Head lights, indicators and reverse horn to be in working condition.
- All the tankers should have a valid pollution / emission control certificate apart from other statutory requirements.
- Any person accompanying the tanker should not be drunken and if found the truck will be blacklisted.
- The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- Over all tankers should be in a well maintained condition.
- HSHE Policy at Oil PSU Company's BPCL/HPCL/IOCL Chennai Terminal or any other places as necessary for executing the contract must be strictly adhered.

26. **Compliance To Industrial Safety:**

The successful bidder 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.

27. **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 successful bidder'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.

28. **Liability** - The successful bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Company's premises. Any damage to life or property inside Company due to negligence by the successful bidder's workmen would be to the account of the successful bidder. The successful bidder 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 successful bidder.

29. **Termination**

The contract can be terminated by either party giving one clear month's notice in writing. Without prejudice to Company's right or remedy available to Company, the Company may terminate the Contract of any part thereof by a written notice to the successful bidder if:

1. The successful bidder fails to comply with any service term of the Contract.
2. The successful bidder informs company 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 successful bidder fails to deliver the item within the stipulated Delivery Period
4. The successful bidder becomes bankrupt or goes into liquidation.
5. The successful bidder makes a general assignment for the benefit of creditors.
6. A receiver is appointed for any substantial property owned by the successful bidder.
7. The successful bidder has misrepresented to Company, acting on which misrepresentation, Company has placed the Purchase Order on the successful bidder.
8. Upon receipt of said termination notice, the bidder shall immediately stop the service.
9. On termination of the contract, without prejudice to any other right or remedy available to Company under the contract, in the event of Company suffering any loss on account of delayed delivery or non-delivery, Company reserves the right to claim and recover damages from the successful bidder in respect thereof.
10. The Security Deposit will be forfeited. However in case of serious breach of contract by the successful bidder the company reserves the right to terminate the contract without notice.

30. **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 laborer's 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.

31. **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.

32. **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

1070LE0181 dt. 23.02.2018 due on 06.03.2018

Description of Work	Estimated Qty.	* Unit Rate / Rs. per Trip
Collection & Delivery of Light Diesel Oil (LDO) in 10.5KL Tanker from Public Sector Oil company's M/s. IOCL/BPCL/HPCL from their Chennai Oil Terminals to Barrel plant, Industrial Packaging, Manali, Chennai- 600 068 Nature of Work: <ul style="list-style-type: none"> Collection of LDO from Oil Terminals of M/s. IOCL/BPCL/HPCL, Chennai in 10.5KL Oil Tanker by road against staggered call up on need basis. Empty the LDO Tanker into 200 Litre MS Barrels in Barrel Plant, Industrial Packaging, Manali, Chennai- 68. 	24 Trip	
Goods & Service Tax (GST)		
<ol style="list-style-type: none"> The rates quoted shall be only on "per Trip Basis" the rate quoted shall be inclusive of filling, transport and refilling into 200 Litre MS Barrel. The rates quoted by the successful bidder to be kept valid till the completion of entire order quantity. During the tenure of the contract period, no increase in rate will be considered irrespective of increase in Diesel Price. The period of contract shall be extended on mutual agreement with the successful bidder till exhausting the balance order quantity beyond the contract period as per tender terms & condition. Award of Contract: <ol style="list-style-type: none"> The lowest bid will be arrived on the basis of * Unit Rate per Trip as shown above. 100% order will be awarded to the Lowest Quoted [L1] bidder. In case of more than one L1 bidder, the order will be awarded equally among the L1 bidders. 		
GSTIN Reg.No.		PAN
Contact Person		Telephone / Mobile Nos.
MSME / SSI /NSIC		e-Mail ID
<p>We have studied the Tender Documents carefully and have quoted our lowest rate in the Bid Form. We are agreeable for all the Terms and Conditions of the tender.</p> <p style="text-align: right;">Signature of Bidder with Seal & Date</p>		