

Limited Tender : 1070LE0189 dt. 08.05.2018

**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 **Transportation of TH Barrel by road in suitable Truck ( in Vertical Loading @ 100 Barrel / Truck )** from our plant M/s. Balmer Lawrie & Co. Ltd., Industrial Packaging[IP-Chennai], 32, Sathangadu Village, Manali, Chennai- 600 068 to our customer at **PORUR, CHENNAI**. The terms and conditions and the Bid Form are enclosed herewith.

Your completed tender form duly sealed and super scribed **"Tender Transport of MS TH Barrel to PORUR, CHENNAI"** 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 bid** for the above tender is at **3.00PM on 18.05.2018.**

Details of the tender are also available in our company's website [www.balmerlawrie.com](http://www.balmerlawrie.com).

Thanking you

Yours faithfully  
for Balmer Lawrie & Co. Ltd.

(T.S.Elangovan)  
Executive (Purchase)  
☎-044-2594 6651 ✉ - elangovan.ts@balmerlawrie.com

<b>Balmer Lawrie &amp; Co. Ltd. GST No.</b>	<b>:</b>	<b>3AABC0984E1Z2</b>
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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. **Specification of Barrel:** Empty TH Steel Barrel of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weight approximately 15Kgs. to 24Kgs.
4. **Purpose of the contract:** This contract is for placement of trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
5. Period of Contract: From **May 2018 to April 2019 (12 month) on Staggered / Need basis**. However, company as per tender terms and on mutual agreement with the successful bidder shall **extend the contract period / till exhausting the balance order quantity whichever is later**.
6. The company reserves the right to pre-close the contract awarded to the successful bidder vide above tender due to any administrative reasons.
7. Quantity mentioned indicative and is subject to change depending upon market conditions.
8. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
9. The offer must be kept valid for a minimum period of **60 Days** from the date of opening the offer.
10. **Stacking / Loading : (Vertical Stacking: )**  
All barrels are stacked in vertical condition. The number of barrels that may be normally loaded into a market truck would be **100Nos. However, depending on the size of truck the number of barrels may vary.**
11. **PRICE ESCALATION / DE-ESCALATION:**
  - i. Escalation / De-Escalation of transport rates only on **account of cumulative increase/decrease in the price of High Speed Diesel (HSD) declared only by PSU Oil Companies will be considered.**
  - ii. Escalation/De-escalation clause shall be applicable only, when the impact of series of **cumulative price of HSD increase/decrease results in accumulated net increase / decrease of Rs. 3.00/- per Litre (Rs. Three only).**
  - iii. Such increase / decrease shall be applicable only for the prospective period from the date, on which the **accumulated impact reaches Rs. 3.00/- and above.**
  - iv. The formula for escalation / de-escalation of transport charges is as follows:

* Fuel Factor	X	Base Rate for transportation as per contract	X	Actual cumulative Increase / decrease in market Price of HSD per liter in Chennai District subject to a min of Rs.3.00 per Litre.
				Prevailing market price of HSD per liter in Chennai District prior to increase / decrease.
  - v. A Common \* **Fuel Factor** of **0.20** will be taken into consideration. Fuel factor is the value component of diesel in the rate quoted by the successful bidder expressed as a factor / proportion of the base rate of transportation.
  - vi. The current prevailing **price of High Speed Diesel** at **Chennai** is **₹ 69.56** per Litre. (As on **08.05.18**). **Escalation / De-Escalation of Transport Rate shall be made applicable for this tender as per above clause will be from the date of commencement of the contract and on the finally agreed / awarded rate.**
12. **Security Deposit (SD):** The SD amount payable by the successful bidder would be **5%** of the contract value subject to a minimum of 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. 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 –
  13. Withdrawal of order during validity period of the contract
  14. 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.
  15. Any unilateral revision made by the successful bidder during the validity period of the contract.
  16. **PAYMENT:** Payment will be released **30 days** from the date of submission of bill as recorded by our sales administrative dept. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
  17. The bidders should visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before quoting for this tender.
  18. The company will **not pay any detention charges** whatsoever if the truck is detained at the customer end beyond their control, since such situation may arise very rarely and not regularly.
  19. **Placement of trucks and delivery:** The successful bidder shall place the trucks as per our requirement. In the event of their failure to do so, the company shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the contractual transporter. The additional cost, if any, incurred by the company on this account will be recovered from the transporter.
  20. **DETENTION / PENALTY CHARGE:** The company **normally will not pay any detention charges** whatsoever if the truck is detained at the customer end beyond their control since such situation may arise very rarely and not regularly.  
However, during exceptional circumstances, detention charge of Rs.1,000/- per day per truck would be payable provided that the truck loaded with company's barrel is not unloaded within 24 Hours from the time of reporting at our customer premises. In such cases, the successful bidder's truck report time and barrel unloading time at our customer premises has to be duly certified by our customer and copy of the same must be provided along with claim to consider issuance of payment by company.  
Also under normal circumstances the successful bidder's trucks leaving our company's premises loaded with barrel must report our customer destination within 48 Hours. In case of any undue delay noticed beyond the above time period then, based on the receipt confirmation on report time from our customer end the company, may penalize the successful bidder with a fine of Rs.1, 000/- per day per Truck.

21. **RISK PURCHASE CLAUSE: [Non-Placement of Trucks & Delivery]** - The successful bidder shall place the trucks as per our **requirement / daily call-ups** and lift the barrels within 24 hours of telephonic intimation to them. In the event of their failure to do so, the company shall be free to engage any other transporter from the open market at the then prevailing market rate at the risk of the successful bidder. The additional cost, if any, incurred by the company on this account will be recovered at actual from the failing contractual Transporter.
22. **HEALTH, SAFETY AND ENVIRONMENT STANDARD** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective customers while in their premises and as well as our Health, Safety And Environment Standards. The bidder shall provide the protective gears, safety shoes and helmets to their drivers/cleaners.
23. The truck 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 transporter to meet these requirements without fail. The tyres including the stepney should not be bald and the break lights should be in working condition. The load carrying capacity to be written in predominant place.
24. The 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. In case of accident to third parties while handling the barrels (i.e. loading of barrels at our Works, in transit, unloading of barrels at our customer premises), it shall be the transporter's responsibility to initiate or defend legal actions arising out of the use of their trucks and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.
25. It will be the responsibility of the transporter to ensure that the documents like Invoice, Excise Duty Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Transporter shall take the responsibility and any financial losses involved in it would be to the transporter's account.
26. **Secrecy of documents:** The bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
27. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the transporter and cost of damages will be recovered from the transporter.
28. The transporter must ensure that all the trucks are having valid emission control certificate and the drivers engaged for transportation possess a valid driving license.
29. **Protection of Barrels:** The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the transporter not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
30. **The transporters have to arrange suitable trucks if the number of barrels to be transported is less than the normal load. The company will give a notice period of one day for such requirement and the payment shall be made only on the basis of actual barrels transported and not on any minimum load basis per truck.**
31. **The Company reserves the right at any time to appoint parallel transporters / contractors for the destination tendered without giving any notice whatsoever to the existing contract.**
32. **The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.**
33. **Transit Insurance:** The successful bidder shall take transit insurance for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the transporter either by appropriate deductions from their bills or by adjustment from the security deposit amount. The per barrel cost will be calculated based on the invoice value for recovering the cost of short supply.
34. It will be the responsibility of the successful bidder to lodge necessary claim with the insurance company and recover their loss from the insurance company. Hence insurance policy should be taken by the successful bidder for this purpose. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by adjustment from the security deposit amount.
35. **Toll Tax:** The rates shall be inclusive of toll charges. However, the bidder should declare the toll charges currently applicable for destination. In the event of any increase/decrease in the toll charges or any fresh toll charges in future, the transporters rates shall accordingly be increased / decreased. However, transporter has to give documentary proof for such revision.
36. The transporter 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 transporter 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.
37. 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.
38. The transporter 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.
39. The transporter 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.
40. All the trucks to be provided by the transporter should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms is attached as Annexure to the tender document.
41. All the trucks to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.
42. The successful bidder will have to provide agreed number of sturdy lorries in good working condition every morning to clear the entire quantity of barrels scheduled for despatch. Schedule will be given one day in advance to your representative.

43. The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval.
44. The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his workmen. 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.
45. **PRESERVATION:** Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
46. In case of unsatisfactory performance of the transporter the company reserves its right to cancel part or whole of the contract. In such case, the company also reserves its right to get the balance portion of the job executed through other means at the entire risk and cost of the transporter.
47. **Exclusive Clause - The successful bidder should ensure to make available the trucks without diverting them to any other Barrel Manufacturer.**
48. **SUB-LEASING :** The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
49. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
50. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.
51. 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
52. 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.

### 53. HSE REQUIREMENTS BY CONTRACTORS

#### Housekeeping :

Contractors shall ensure that their work area is kept clean tidy and free from debris. The work areas must be cleaned on a daily basis. Any disposal of waste shall be done by the Contractor. All equipment, materials and vehicles shall be stored in an orderly manner. Access to emergency equipment, exits, telephones, safety showers, eye washes, fire extinguishers, pull boxes, fire hoses, etc. shall not be blocked or disturbed.

#### Confined Space

Before commencing Work in a confined space the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed

#### As minimum Contractors must ensure the following:

- a. Confined spaces are kept identified and marked by a sign near the entrance(s).
- b. Adequate ventilation is provided
- c. Adequate emergency provisions are in place
- d. Appropriate air monitoring is performed to ensure oxygen is above 20%.
- e. Persons are provided with Confined Space training.
- f. All necessary equipment and support personnel required to enter a Confined Space is provided.

#### Tools, Equipment & Machinery

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a. suitable for its intended use;
- b. safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c. Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d. Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

#### Working at Height

Any Work undertaken where there is a risk of fall and injury is considered to be working at height.

For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable. Before commencing Work in a height the Contractor must obtain from Owner a Permit to Work, the Permit to Work will define the requirements to be followed. Supervisor must be present at all point of time, to ensure no deviation occur during the course of work.

#### Fall Prevention System :

Fall prevention systems (e.g. fixed guardrails, scaffolds, elevated work platforms) must provide protection for areas with open sides, including exposed floor openings.

#### Fall Protection Systems

Where fall protection systems are used then the Contractor must ensure the following is applied:

1. Only approved full body harness and two shock-absorbing lanyards are used,
2. Prior establishment of a rescue plan for the immediate rescue of an employee in the event they experience a fall while using the system,
3. Anchorage points must be at waist level or higher; and capable of supporting at least the attached weight,
4. Lifeline systems must be approved by Owner before use.
5. Use of ISI marked industrial helmet at all point of time.

#### Scaffolding

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type. Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

#### Stairways and Ladders

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.

- ii) Ladders will be secured to keep them from shifting, slipping, being knocked or blown over.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- (ii) Ladders shall be maintained free of oil, grease and other slipping hazards
- (iii) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- (iv) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, & removed from the Site by end of the day.

#### **Lifting Operations**

1. Cranes and Hoisting Equipment: Contractors shall operate and maintain cranes and hoisting equipment in accordance with manufacturer's Specifications and legal requirements. Only Contractor Personnel trained in the use of cranes and hoists are permitted to use them.
2. Lifting Equipment and Accessories: All lifting equipment / accessories e.g., slings, chains, webbing, chain blocks, winches, jacks etc shall be indicated with their safe working load have an identification number visible on the unit and be inspected and tested in accordance with legal requirements. Damaged equipment / accessories and equipment shall be tagged "out of use" and immediately removed from Site.

#### **Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

#### **Barricades**

Floor openings, stairwells, platforms and walkways, and trenching where a person can fall any distance shall be adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used. Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

#### **Compressed Gas Cylinders**

Gas cylinder shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. Flash Back arrestor to be used to prevent any explosion due to back fire.

#### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a. Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b. Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c. Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

#### **Hot Works**

A Permit to Work must be obtained from Owner prior to any hot works (welding, grinding, open flame work). Suitable fire extinguishing equipment shall be immediately available. Objects to be welded, cut or heated shall be moved to a designated safe location, or, if they cannot be readily moved, all movable fire hazards in the vicinity shall be taken to a safe place. Personnel working around or below the hot works shall be protected from falling or flying objects. Prior to the use of temporary propane or resistance heating devices approval must be obtained from Owner.

#### **Trenching Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and all underground lines, equipment and electrical cables shall be identified and located prior to beginning the work. The Contractor shall assign a competent Contractor Personnel to all trenching and excavation work.

Safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions. Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

#### **Environmental Requirements**

**Waste Management:** The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval. Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

**Spills:** The Contractor is responsible for the provision of adequate spill kits/protection and the clean-up and disposal costs arising from such spills.

**Emissions:** The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapors.

#### **54. PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:**

The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him of his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.

55. **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.

