

Limited Tender : 1090LE0061 dt. 10.05.2018

**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 **Collection & Delivery of High Speed Diesel [HSD]** from M/s. **Durgam Oil Filling Center, P.H.Road, Chittoor** to our barrel plant, Industrial Packaging, 62, Patnam, Chittoor- 517131 as per enclosed **Terms & Conditions** and **Bid Form**.

Duly filled and sealed Bid Form and super scribed as "**Tender for Collection & Delivery of High Speed Diesel [HSD]**

"should be forwarded to

**Chief Manager (Mfg),**

M/s. Balmer Lawrie & Co. Ltd.,

( A Govt. Of India Enterprise)

Industrial Packaging, 62, Patnam Post & Village,

Araconda Road, Thavanampallee Mandal,

Chittoor – 517131, A.P.

The bidders shall send their bids 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](http://www.balmerlawrie.com)**.

The **last date for submission of bid** for the above tender is on or before **22.05.2018 @ 3.00PM.**

Thanking you

Yours faithfully  
for Balmer Lawrie & Co. Ltd.

[J.S.Antony ]  
Chief Manager [Mfg]

## 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 **June 2018 to May 2019.**
4. The **contract shall be extended** on mutual agreement with the successful bidder **as per tender terms till exhausting the balance order quantity / contract period whichever is later.**
5. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
6. The bidder shall quote the rates only on **"per Trip Basis" the rate quoted shall be inclusive of loading and unloading of empty & filled barrels.**
7. The offer must be kept valid for a minimum period of **60 Days** from the date of submission.
8. **Payment:** - Payment will be released **30 days** from the date of submission of bill as recorded by our stores.
9. 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.
10. **Placement of truck & Collection / Risk Purchase clause:** The successful transporter shall arrange to provide the truck within 12 hours of telephonic intimation to them. In the event of their failure to do so, the company shall 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 at actual from the contractual Transporter's pending bills.
11. 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.
12. **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.
13. 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.
14. 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.
15. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered at all.
16. 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.
17. The bids of any transporter may be rejected if a conflict of interest between the bidder and the company is detected at any stage.
18. 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
19. **Safety:** Our division 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.
20. **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**

**1090LE0061 dt. 10.05.2018 due on 22.05.2018**

Description of Work	Estimated Qty.	* Unit Rate Rs. per Trip
<p>Collection and Delivery of High Speed Diesel [HSD] from M/s. Durgam Oil Filling Center, P.H.Road, Chittoor - 517001 to our plant, Industrial Packaging, 62, Patnam, Chittoor- 517131 on need basis.</p> <p><b><u>Nature of Work:</u></b></p> <ul style="list-style-type: none"> <li>Collection of empty 210 ltrs barrels from our plant, filling HSD in barrels from the designated petrol bunk, and transporting the filled barrels to our plant at the above mentioned address.</li> <li>The above job is inclusive of all loading, unloading and handling work.</li> <li>Break of trips (Peak Season Jun-18 to July-18 and April-19 to May-19 Approx.15 trips Per Month &amp; Off Season August-18 to March -19 Approx. 5 trips Per Month)</li> </ul>	<p><b>100 Trip (Min. 10 barrels per trip)</b></p>	
<p><b>GST if any</b></p>		
<p>1. The rates quoted shall be only on <b><u>“per Trip Basis”</u></b> the rate quoted shall be inclusive of loading and unloading of empty &amp; filled barrels.</p> <p>2. 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, <b><u>no increase in rate will be considered irrespective of increase in Diesel Price.</u></b></p> <p>3. The contract shall be extended on mutual agreement with the successful bidder <b><u>as per tender terms till exhausting the balance order quantity / contract period whichever is later.</u></b></p> <p>4. <b><u>Award of Contract:</u></b></p> <p>i. The lowest bid will be arrived on the basis of * <b><u>Unit Rate per Trip</u></b> as shown above.</p> <p>ii. <b>100% order will be awarded to the Lowest Quoted [L1] bidder.</b></p> <p>iii. In case of more than one L1 bidder, the <b>order will be awarded equally among the L1 bidders.</b></p>		
PAN ( Personal Account No.)		Contact Person
GST No.		Telephone Nos.
E-Mail ID		Fax Nos.
<p><b>We have quoted our rates after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.</b></p> <p align="right"><b>Signature of the transporter with Seal &amp; Date</b></p>		