

**PH: 044 – 2594 6543 / 6542**

**FAX: 044 – 2594 1156 / 2594 5006**

**Ref: BL/LC/MAN/LOCTPT/LT/201920/0332**

**Date: 05.03.2020**

**Due Date: 16.03.2020**

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 GOODS WITHIN CHENNAI**

Balmer Lawrie & Co. Ltd. **invites ‘e’ bids** from resourceful and reputed transporters, fulfilling the eligibility criteria, for transportation of goods by truck within Chennai on rate contract basis for the period of **15 months or for 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 goods by truck within Chennai. **Loading/Unloading, if any at locations other than BL SBULC Manali factory will be to transport contractor’s account. Loading/Unloading at Balmer Lawrie SBULC Manali factory will be by BL.**

Rate to be quoted as **per trip or per MT** as sought in **Annexure –A**. Quantity is indicative only; may be increased by 10% over all or item wise. Interchange/swap of quantities within the overall order value including tolerance is applicable

**2. Pregualification requirement:**

The transport contractor should have

**PAN No.,**

**3. Taxes & Duties:**

All taxes, duties, levies etc are extra as applicable. **Provide only basic rates, as per the format given in Annexure- A in the e-procurement portal.**

**4. Non Conformance:**

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

**5. Validity of offer:**

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

**6. 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 goods within Chennai.

**(Contact Persons: SBU LC Mr. G Gurushankar- 044-25946565)**

**7. CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION**

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents (**excluding price**) need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender due date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

**8. Registration with eProcurement platform**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu[dot]manisankar[at]c1india[dot]com">chikkavarapu[dot]manisankar[at]c1india[dot]com</a>	044-25946556/ +91-8939284159
2. Mr. Tuhin Ghosh (Kolkata)	<a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>	+91-8981165071
3. Mr. Tirtha Das (Kolkata)	<a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]com</a>	+91-022- 66865608

**8. (b) PRICE BID SUBMISSION ONLINE:**

Price bid shall be as per Annexure -A which needs to be submitted ONLINE as per following steps:

**Step(1)** Bidders shall download all the pages of Annexure-A (given in 'pdf' format) and take a print out.

**Step(2)** Rates shall be filled in manually on the print out copy of Annexure-A (in highlighted cells).

**Step(3)** Filled in all pages shall be duly signed and stamped with company seal.

**Step(4)** All the pages filled in as above, shall be scanned and uploaded in e-portal as softcopy in 'pdf' format and follow the procedure given in e-portal for e-bidding

Signature of the Tenderer:

Date:

Seal:

**9. Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate before submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

**10. 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 the website and eProcurement platform. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

**11. Bid Submission Acknowledgement**

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

**12. PRICE BID TO BE UPLOADED ON-LINE ONLY**

**SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER**

**13. 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.

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.**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**14. 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

**15. DISCLAIMER CLAUSES:**

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

**16. EVALUATION OF BIDS:**

The online closed bids shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria as per clause 2.0, alone will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate including both the items (Net of GST, if any 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 including all the items.

**17. AWARD OF CONTRACT**

The contract will be awarded to the overall lowest quoted tenderer **(including all the items)** based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **Annexure-A. ie., Order will be placed for all the items on the overall L1 quoted tenderer (including all the items).**

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.

**18. Tender Document Submission (Excluding price bid)**

Your offer shall comprise the following:

- **Annexure-1** duly filled in, signed with seal
- Relevant **copies of certificates/ registration / work order** etc 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 Local Transportation of goods with truck within Chennai' should reach the undersigned at our Manali works at the following address on or before 16.3.2020**

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

Phone : 044 – 25946542 / 25946543  
Fax : 044 – 25941156  
email : a.arun@balmerlawrie.com

**for BALMER LAWRIE & CO LTD**

**T.INDHIRA  
SR.MANAGER (COMMERCIAL)**

*Signature of the Tenderer:*

*Date:*

*Seal:*

**CHECK LIST AND CONTRACTOR'S DETAILS**

:

**(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 :

**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 department in any PSU/Govt Dept inTamil Nadu or in any State due to any reasons.

*Signature of Tenderer:*

*Date:*

*Seal:*

*Signature of the Tenderer:*

*Date:*

*Seal:*

**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.	GST 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 the Tenderer:

Date:

Seal:

*Signature of Tenderer:*

*Date:*

*Seal:*

**GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

**1. Rates and Other Entries:**

The tenderer should quote for all items in the prescribed format (**Annexure-A**) ONLINE in the e-portal <https://balmerlawrie.eproc.in>. Quantity indicated are approximate and taken for rate contract only.

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. 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

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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.

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

**The contractor should comply with all prevailing norms of GST/e-way bill and other statutory norms as applicable from time to time**

### **3. 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 trucks to be provided by the successful bidder should qualify as per the **HSE requirements of our vendors/customers**. 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. Truck 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 trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- h. Any person accompanying the truck 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 trucks should be in a well maintained condition.

Copy of the HSE Policy of some of our vendors/customers shall be provided, if any, to successful Bidder and this must be strictly adhered at our vendor/customer premises.

#### **4. VOLUME OF WORK**

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

#### **5. RATE**

The rate should be kept firm during the period of contract. The quoted rate should include all statutory charges like R.T.O, licence, insurance charges, toll charges and all other incidental charges etc.

#### **6. PRICE ESCALATION / DE-ESCALATION**

- i. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.

On monthly basis the rates will be revised based on the highest HSD price prevailed in the previous month

- ii. The formula for escalation / de-escalation of transport charges is as follows:

$$20\% \text{ fuel factor} \times \text{originally contracted rate} \times \frac{\text{Difference in diesel price}}{(\text{price prevailing before increase or decrease})}$$

- iii. **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. The fuel fact will be uniform for all successful bidders and destinations

However the quoted rate will be reckoned for April 2020 and thereafter based on the highest HSD price prevailed in the previous month, the rates will be fixed for each line item .

#### **7. PENALTY & RISK PURCHASE CLAUSE:**

**NON-PLACEMENT OF TRUCKS & DELIVERY:** - The successful bidder shall place the trucks as per our requirement / daily call-ups and shall deliver the goods as directed by BL 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 successful bidder from their Security Deposit / Running Bills.

In the event of unsatisfactory performance or 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. 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 successful bidder. If such failures is of frequent in

*Signature of the Tenderer:*

*Date:*

*Seal:*

nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder. 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.

## **8. CONTRACT PERIOD**

From **Apr' 20to June 21** (tentatively). The contract period of 15 months shall be valid from the date of LOI / Purchase order Or till the completion of total order value; whichever is later, with the Company retaining an option for extension for further period of one year on same terms and conditions.

In case ,where the contractors (contractors under development) has quoted the lowest (L1) rate, order will be issued for a trial period of 3 months which can be renewed for the total period based on the satisfactory performance.

## **9 PAYMENT TERMS**

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

In case, where the new contractors (contractors under development) has quoted the lowest (L1) rate, order will be issued for a trial period of 3 months which can be renewed for the total period of one year based on satisfactory performance.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. TERMINATION**

The contract can be terminated by either party giving three clear months' notice in writing.

*Signature of the Tenderer:*

*Date:*

*Seal:*

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 material term of the Contract.
2. The bidder informs BL of its inability to deliver the item 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

#### **14. 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.

#### **15. 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

*Signature of the Tenderer:*

*Date:*

*Seal:*

premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

## **16. 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.

## **17. 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.

## **18. 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.

## **19. 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.

## **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.

**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:*

**PRICE BID**

PRICE BID				
Sl.No.	Description	Unit	Qty#	Value
(A)	<b>Collection of Diesel:</b> Transportation of empty barrels from BL to petrol bunk within Manali, and collection & transportation of diesel back to BL <b>(upto 3 KL per trip)</b>	trip	100	
(B)	<b>Collection of Wax from IOC</b> from Madhavaram Godown	MT	1300	
(C)	<b>From transporters godown / parties located Within 15 km from Manali and vice versa</b>			
	a) upto 3MT per trip	trip	5	
	b) For more than 3MT and less than 5MT per trip	trip	3	
	c) For more than 5MT	MT	10	
(D)	<b>From transporters godown / parties located in the range of &gt;15 km- 25 km from Manali and vice versa</b>			
	a) upto 3MT per trip	trip	5	
	b) For more than 3MT and less than 5MT per trip	trip	3	
	c) For more than 5MT	MT	10	
(E)	<b>From transporters godown / parties located in the range &gt;25 km – 50km from Manali and vice versa</b>			

a) upto 3MT per trip	trip	5	
b) For more than 3MT and less than 5MT	trip	5	
c) For more than 5MT	MT	10	

Sl.No.	Description	Unit	Qty#	Value
(F)	<b>From transporters godown / parties located in the range &gt;50 km –100km from Manali and vice versa</b>			
	a) upto 3MT per trip	trip	10	
	b) For more than 3MT and less than 5MT	trip	3	
	c) For more than 5MT	MT	10	
<p>Basis:</p> <p>Price escalation as per TCR:</p> <p>The price will be increased /decreased in case of diesel price revision of min Rs.2.00 per lit:</p> <p>20% fuel factor x originally contracted rate x <u>Difference in diesel price</u></p> <p>(price prevailing before increase or decrease)</p> <p>Agreed for Reverse charge Mechanism YES OR NO</p> <p>Current HSD price considered at the time of quotation Rs.</p> <p>Rates will be revised monthly basis for which highest rate of HSD for the previous month will be considered</p>				

Signature of the Tenderer:

Date:

Seal: