



Balmer Lawrie & Co. Ltd

(A Government of India Enterprise)

SBU : Greases & Lubricants Division, Manali, Chennai 600 068.

Phone:044-25946621, Fax No: 044-25941436,

email:santhanakrishnan.pg@balmerlawrie.com, website: www.balmerlawrie.com

Ref: GLC/TE20/005

Dt: 17/07/2020

Due date: 27/07/2020

TENDER ENQUIRY

To
All Eligible Transport Contractors

Dear Sir,

Sub: Transportation of Finished goods [packing in MS/HDPE Barrels/Cartons/Pails/Wooden cases]

Please send us your competitive offer for transportation of goods by truck for SBU Greases and Lubricants Division, for the following types of vehicle and destinations: -

- Balmer Lawrie [BL]-Coimbatore Depot to Coimbatore local [FTL= 1.5 MT apprx] = 50 loads
- Balmer Lawrie [BL]-Coimbatore Depot to Coimbatore local [FTL= 3.5 MT apprx] = 6 loads

Please note that the rates quoted should be per trip basis. The rate is inclusive of both loading & unloading at both points and other incidental expenses enroute

PERIOD OF CONTRACT

Contract period shall be for 18 Months from the date of Contract. The contract can be further extended on mutual agreement for a period of up to 6 months maximum or otherwise as agreed upon.

RATES BASIS

The Rate basis shall be as under:

- Rates quoted shall be inclusive of **labour charges for loading goods on the transport/vehicle, unloading at the destinations** and any other incidental charges, if any applicable.
- Please note that the rates quoted should be rate per trip basis as per **ANNEXURE 1**
- The rates quoted shall apply for delivery at consignee's factory / godown and also at customer's premises situated in the vicinity of the town /city where factory/godown is located.
- No price revision is accepted during the tenure of contract period.

PAYMENT TERMS

- 30 days from the date of submission of bills along with supporting documents which includes LR copy duly acknowledged / received by the customer without any negative remarks and duly stamped.

ESCALATION / DE-ESCALATION

- The escalation / de-escalation will be payable when diesel price differential exceeds ₹ 3.00 per Litre from the reference diesel rate.
- **The reference "Diesel Rate" shall be the ruling retail price of diesel charged by IOCL in Chennai on due date of reverse auction. Diesel Price after increase or decrease more than or equal to Rs.3 will be the new reference rate for next escalation/de-escalation.** The escalation/de-escalation shall be worked out rounded off to the nearest rupee as per the following formula:

$$\text{Differential allowed} = \frac{0.40 \times \text{Original Contract rate} \times \text{Increase/Decrease in Diesel price in contract rate}}{\text{Reference Diesel Rate}}$$

PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE):

- (a) Qualification Criterion: MSE vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. The MSE registration to specify service of the tender item(s). MSE vendors registered with CPPP for providing the tendered service will only be considered under this provision/EMD exemption.
- Micro & small-scale units (Transporters) registered with MSE are exempted from payment of EMD. Transporters registered with MSE should enclose a copy of their valid registration certificate to make their bid eligible for consideration.
- (c) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply 25 per cent of total tendered quantity for the respective markets subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”

BASIS OF SELECTION

- The selection of L1 bidder will be done based on the Total Landed Cost. [As mentioned in Annexure I]. Therefore, the bidder has to quote their rates for Two slot items. Failing which their offer will not be considered for final evaluation

Earnest Money Deposit (EMD) and Security Deposit (SD)

- Tender must be accompanied by EMD of **Rs 3,000/- [Rupees three thousand only]** by Bank Draft or Pay Order drawn in favour of Balmer Lawrie & Co. Ltd. Payable at Chennai. No interest will be payable on EMD. Offers not accompanied with EMD will not be considered. Payment by cheque will not be accepted. The EMD will be returned to unsuccessful bidder within 7 days of placement of disposal order.
- EMD payment by online bank transfer is acceptable and Our Bank details as under: -
 - ✓ Name of the bank: HDFC
 - ✓ Name of the branch: Anna Salai
 - ✓ Address: 759, ITC Centre, Anna Salai, Chennai
 - ✓ Account no: 00040310007394
 - ✓ NEFT IFSC code: HDFC0000004
 - ✓ MICR code: 600240002
- The EMD of successful tenderer will be converted to SD, which will be returned to the party only after successful completion of the job. SD will be forfeited in the event of failure to abide by the terms and conditions of the contract.

SECURITY DEPOSIT (SD)

- The successful transporter(s) shall submit SD of 5% of the order value, rounded off to the nearest thousand, subject to a maximum of Rs.10,000/- by a demand draft, or in lieu of that Bank Guarantee from a nationalized/ Schedule "A" Bank of equivalent amount as per the BL prescribed format towards satisfactory execution of order. of equivalent amount towards the satisfactory execution of the order. The validity of such Bank Guarantee should be 6 months more than the date of completion of contract. The SD shall be furnished within 15 days from the date of order.

PENALTY FOR NON-PLACEMENT OF TRUCKS AND RISK PURCHASE.

- Transporter shall be required to place trucks /containers promptly (preferably within 12 hrs from the call up), in clean & dry condition. The transporter shall place the trucks at BL's Depot premises between 9.00 a.m. to 03.00 pm on working days and on holidays if required. If the vehicles report after 03.00 pm, BL may, at their sole discretion, load the materials or return the truck without liability for detention charges. Transporter will have to provide the trucks as per daily call up for loading the quantity of material scheduled for dispatch. In case Transporter fails to place trucks / containers as per BL's call up within 24 hours from the call up time, BL shall be at liberty in transporting the goods by engaging any other transporter at the risk and cost of the contractor without further reference to the transporter. If any transporter fails to place trucks thrice in a month, BL may, at its sole discretion, transfer order for balance quantity of the market to the bidder who is already sharing that market or to any other bidder who agrees to share it matching rates, without any further intimation to the failed transporter. Such a transporter may also lose right on other markets allotted to him. He may be disallowed to participate in our bidding process in future too.

PICK-UP OF MATERIAL

- The contractor shall uplift the materials promptly within 12 hours of the advice being conveyed in writing/e-mail/over phone.
- The transporter shall place the vehicle during 09.00 a.m. to 3:00 pm on working days. If the vehicle reports after 3:00 pm, the Company may at their sole discretion load the materials or may return the truck without liability for detention charges.

TRANSIT INSURANCE

- Transit Insurance will be covered by BL. However, the transporter has to make necessary arrangement for conducting survey, lodge FIR for enroute claims, issue short/damage certificate towards any short delivery / damage during transit or at Customer's end, within 30 days of occurrence of such incident. The transporter's relevant bill for such cases will be settled only after the required documents are received. The transporter will have to comply with the insurance formalities to enable BL to lodge the claims with the insurance company to make good any damage or loss of products or loss due to leakage/pilferage in transit. In case the transporter fails to provide such documentation as required by the insurance company, then BL shall recover from the transporter the equivalent value towards the loss. Any damage / pilferage caused by the transporter's truck / workmen within BL's premises and /or at customer's end will also have to be compensated by the transporter.

ARBITRATION/JURISDICTION

- In case there arises any dispute or difference of opinion with regard to the order, after the finalization of the tender and during the period of contract, Endeavour shall be made to resolve through mutual discussion and conciliation within 30 (thirty) days of reference of such dispute by the disputing party. On failure to resolve the dispute to mutual acceptance, sole jurisdiction of the dispute settlement shall be the High Court of Chennai.

TENDER CANCELLATION CLAUSE

- Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

Duly filled/signed in Price Offer along with signed Tender Documents may be submitted in a sealed envelope superscribing Tender no: GLC/TE20/005 Date: 17/07/2020 Due Date 27/07/2020 to the undersigned.

(P.G. SANTHANA KRISHNAN)

Senior Manager (SCM)
Balmer Lawrie & Co Ltd
Greases and Lubricants Division
32, Sattangadu Village
Manali; Chennai-68
Tel no - **044-25946621/ 9445551793**

Thanking you,
Yours faithfully,
FOR BALMER LAWRIE & CO. LTD

(P.G. SANTHANA KRISHNAN)
Senior Manager [SCM]

ANNEXURE -1

S.NO	ITEM	QTY (a)	RATE PER TRIP (b)	TOTAL (C) (A x B)
1	1.5 MT Coimbatore Local	50		
2	3.5 MT Coimbatore Local	6		
	GRAND TOTAL			

NOTE:

- The rate should be including loading and unloading

**CONTRACTOR'S GENERAL OBLIGATIONS REGARDING WORKMEN
[WHEREVER ANY PERSON OF ANY CONTRACTOR IS REQUIRED TO
BE WORKING IN THE FACTORY / OFFICE PREMISES]**

Workmen will be engaged by the Contractor based on the work to be carried out from time to time. The General Obligations of the Contractor in this respect are given hereunder:

However, the following details/statement of obligations are not exhaustive.

- 1) The contractor will ensure that all legal requirements in relation to Contractor Labour[R&A] Act 1970, Workmen Compensation Act, ESI Act, Provident Fund & Miscellaneous Provisions Act and other laws as applicable to the Company from time to time are complied with by the Contractor.
- 2) The contractor will ensure and carryout his job safely. The Contractor will be liable to Company for any damage to the properties of the Company by the Contractor or his agent/employees while carrying out the job as detailed above and make good the same to the Company through payment as may be assessed by the Company.
- 3) Workmen employed by the Contractor will be directly supervised and controlled by the Contractor.
- 4) The Company will not be responsible for any liabilities towards the workmen employed by the Contractor.
- 5) The Contractor will ensure that his employees wear the Safety appliances provided by the Contractor and that adequate safety precautions are taken by them while carrying out their work in the factory premises.
- 6) The Contractor will make his own arrangements for their transport, food and accommodation and any other facility if required.
- 7) The Contractor will provide the company a list of workmen who are required to carry out the work within the factory premises against which the Company will be providing them with gate passes. The Contractors workmen will have to furnish the same at the Security check for entry into the premises. The Contractor will ensure that workers other than the names registered by them with the company / authorities are not employed.
- 8) The Contractor will be responsible for discipline and behaviour of their workers. The Contractor will also ensure that a responsible Supervisor is always present at the work site who will report to the Company on daily basis.
- 9) The Company will have privity of Contract with the Contractor only and will give instructions to the Contractor or his authorized Manager/ Supervisor and will have nothing to do or concerned with the conditions of employment of workmen or any other person working for the Contractor.
- 10) The Contractor shall pay his workers their wages and other dues etc., regularly and punctually and within the time limit s stipulated in the Contract Labour [R&A] Act, Minimum Wages Act and Payment of Wages Act.
- 11) The Contractor shall meet all statutory payments like ESI, PF etc.
- 12) If the Contractor's workmen, representatives, agents etc do not perform work to the company's satisfaction, the Company reserves the right to recover the amount at its sole discretion and /or require such person to be removed from the premises forthwith.
- 13) The Contractor will be liable to indemnify/ reimburse the Company all the money paid in addition to the expenses incurred by the Company, if any such claim is made against the Company by virtue of any statute or any provision of law and rules due to any dispute raised by his workmen.

Read and understood the above conditions and shall abide by the same.

Name of Contractor:

Signature

Date:

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