

Balmer Lawrie & Co. Ltd.

P-43, Hide Road Extn.,

G&L Division, Kolkata – 700088

Phone: 24505-300 Fax: 24392277

Email:ghatak.a@balmerlawrie.com

Tender No. GLK/TE16/344, DT: 28.01.17, DUE ON 7.02.17 – 3.00 PM [IST]

TENDER FOR TRANSPORTATION OF FINISHED GOODS FROM LUDHIANA TO KOLKATA BY 15 MT TRUCK LOAD AND ROORKEE TO KOLKATA BY 9 MT TRUCKS.

1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd a Govt of India Enterprise, under the Ministry of Petroleum & Natural Gases, have various business activities namely Greases & Lubricants, Industrial Packaging, Travel, Logistic Services, Speciality Container etc., with plants and offices at various locations in India.

The SBU: Grease & Lubricants Division at P-43, Hide Road Extension, Kolkata - 700088 invites **Commercial** bid for **inbound** Transportation of goods from our registered transporters only by (i) one no of 15 MT truck from Ludhiana to our factory at Kolkata and (ii) One no of 9 MT truck from Roorkee to our factory at Kolkata.

The term "BL" and "Balmer Lawrie" and "Company", in the appropriate context means Balmer Lawrie & Co. Ltd. registered under the Companies Act, 1913 and having its registered office at 21, N S Road, Kolkata - 700 001.

JOB DESCRIPTION:

Description	UOM	Qty
TRANSPORTATION OF FINISHED GOODS FROM LUDHIANA TO BL KOLKATA FACTORY IN 15 MT TRUCK	NO of TRIP	01
TRANSPORTATION OF FINISHED GOODS FROM ROORKEE TO BL KOLKATA FACTORY IN 9 MT TRUCK	NO of TRIP	01

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2.0 QUALIFICATION/ELIGIBILITY CRITERIA

Bidder shall fulfil the following eligibility criteria:

- The bidder shall have minimum 2 years experience in transportation of petroleum products with Govt. departments / PSU / Petroleum Oil companies and reputed Companies (copy of certificates in support of experience to be submitted).
- The bidder company shall be registered under Carriers Act & "ON CARRIERS RISK" consignment note shall be issued. In case of shortage or damage, unconditional & unqualified short certificate to be issued.

3.0 RATES BASIS

The Rate basis shall be as under:

- All taxes, duties and statutory levies / charges shall be paid extra at actual against submission of relevant documents. Octroi shall be governed as per provisions of Clause no. 5.0

- b. Rates quoted shall be inclusive of labour charges for loading goods, unloading the same at the destinations and all other incidental charges, if any applicable.
- c. The rate quoted shall be in due consideration of the fact that all loading / unloading shall be carried out at the stipulated "Free time" allowed and any demurrage charged on the Company shall be recovered in full from the transporter.
- d. The rate quoted shall remain firm.
- e. Rates quoted shall be per trip basis.
- f. Transshipment is strictly prohibited, unless permitted by Balmer Lawrie & Company Limited in writing.
- g. Transit Insurance will be covered by Balmer Lawrie & Co. Ltd.
- h. Balmer Lawrie & Co Ltd shall not be responsible for the turn around of trucks at either end, for any reason whatsoever. No detention charges shall be payable on any ground.
- i. The transport company shall be registered under Carriers Act & "ON CARRIERS RISK" consignment note shall be issued. In case of shortage or damage, unconditional & unqualified short certificate to be issued.

4.0 BASIS OF SELECTION

Destination wise lowest Close bid rate shall be considered as final.

5.0 OCTROI DUTY

Octroi duty wherever applicable shall be paid by the transporter, and shall be reimbursed on production of original documents. However no service / incidental charges in any form shall be payable.

6.0 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 the Balmer Lawrie & Co. Ltd. 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 Balmer Lawrie & Co. Ltd. shall recover from the transporter the equivalent value towards the loss. Any damage / pilferage caused by the transporter's truck / workman within Balmer Lawrie & Co. Ltd.'s premises and /or at customer's end will also have to be compensated by the transporter.

7.0 DELIVERY CHALLAN(S)

The transporter shall be responsible for obtaining from BL the Duplicate for Transporter [DFT] copy, copy of Invoice, road permit or other relevant documents as required by the authorities for verification / clearance at the check post and handover to the consignee. Any financial loss suffered by BL due to loss/damage of the DFT copy while in the transporter's custody, shall be recovered from the transporter.

8.0 PAYMENT TERMS

30 days from the date of submission of bills along with supporting documents which includes LR copy duly acknowledged / receipted by competent authority of BL.

9.0 TERMINATION OF CONTRACT

In the event of unsatisfactory performance, Balmer Lawrie & Co. Ltd. reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit shall be forfeited

10.0 FORCE MAJEURE

- a) Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:
- Declared Strike / Bandhs
 - Lockout
 - Natural Calamities
 - Decrees of any Government or Governmental Authority.
 - Revolution
 - Wars
 - Acts of enemies of the state.
 - Riots
- b) Any reason other than the above will not be considered as force majeure condition.
- c) As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

11.0 GENERAL

- a. Workmen engaged by the transporter shall abide by factory / security regulations and entry inside the factory would be only against authorized gate pass. In every respect the transporter is responsible for the good behavior and conduct etc. of his employees, contractor or assigns. Any penalty or levies being imposed on client for this account for any reasons whatsoever will be recovered from the transporter.
- b. Tracking facility for enroute status / position of the truck for delivery should preferably be provided for all locations.
- c. The Company reserves the right to accept or reject any or all bids in full or part without assigning any cause whatsoever. Decision by the company in this regard shall be final and binding on bidders.

12.0 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, endeavor 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 for the dispute settlement shall be in the High Court of Kolkata only.

13.0 SUBMISSION OF CLOSE BID WITHIN 7.02.17 [3:00 pm - IST]

The Closed bid in the prescribed format shall be submitted in a sealed envelope duly superscribed with the "Tender Number" and date of the tender to:

**Sr.Manager (Materials)
Balmer Lawrie & Co. Ltd.
SBU : Greases & Lubricants
P-43, Hide Road Extension,
KOLKATA - 700 088.
Phone Nos. 033 - 24505300, Fax No. 033 - 24392277
E-mail ghatak.a@balmerlawrie.com**