

BALMER LAWRIE & CO. LIMITED
(Greases and Lubricants Division)

SURVEY NO. 201/1, SAYLI
SILVASSA – 396 230

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E- AUCTION TENDER NO.GLZ/TE17/040

Dated 23/06/17

Due Date: - 17/07/17

[REVERSE AUCTION]

**E-AUCTION TENDER FOR OUTBOUND & INBOUND TRANSPORTATION OF
VARIOUS GREASES, LUBRICANTS AND RELATED PRODUCTS PACKED IN
BARRELS, CARTONS OR IN ANY OTHER STANDARD PACKING FROM SAYALI,
SILVASSA TO VARIOUS DESTINATIONS IN INDIA & BACK ON PART LOAD BASIS**

1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd , a Govt of India Enterprise , under the Ministry of Petroleum & Natural Gases, is conglomerate of Strategic Business Units [SBUs] in various manufacturing & service sectors with plants and offices at different locations in India.

2.0 CONTRACT PERIOD

- 2.1 Normal period of the Contract will be for one year
- 2.2 The contract can be extended unilaterally by Balmer Lawrie & Co. Ltd for a period of one month and for a period of up to six months on mutual agreement.

3.0 EARNEST MONEY (EMD) AND SECURITY DEPOSIT (SD)

- 13.1 The bidder shall submit interest-free Earnest Money Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand only) by Pay Order/Demand Draft drawn in favour of "Balmer Lawrie & Co Ltd" payable at Silvassa or Vapi (preferably Silvassa) with the price- bid. The Price bid without EMD shall not be considered. The EMD shall be refunded to the unsuccessful bidders within a month of finalization of order under this tender.

The EMD of successful bidder(s) shall be retained till the submission of SD. The EMD amount may be adjusted against SD on written request of the bidder. The successful Transporter(s) shall submit interest free SD of 5% of the order value rounded off to the nearest thousand (but not below EMD amount of Rs.25000) by a demand draft or a Bank Guarantee (in lieu of DD) from a Schedule "A" Bank, of equivalent amount (preferably in a BG format of Balmer Lawrie & Co. Ltd), towards the satisfactory execution of the order . The SD shall be furnished within 15 days from the date of



order. In case of failure to furnish SD within the stipulated time, Balmer Lawrie & Co. Ltd. shall be entitled to terminate the order without further reference to the bidder.

4.0 ON-LINE BIDDING PROCEDURE

- 4.1 The total area of part-load transportation is sub-divided in to six zones or markets. The tentative quantity for sub-divisions or locations of each market are also indicated. It is not necessary that bidders have to quote for all the Six Markets. Bidders may quote for one or more markets. However, rates must be quoted for all the individual locations/States in a market the transporter is bidding, failing which the offer for that particular market shall be rejected. On-line reverse auction will be conducted for each market. **Any reduction offered during the on-line negotiation shall be applicable proportionately to the individual destination rates for the purpose of arriving at the final rates quoted for the destination.**
- 4.2 The Start Bid Price (SBP) and Minimum Decremental amount for the each Market shall be communicated on-line at the commencement of the reverse auction.

5.0 RATES BASIS

- 5.1 The Rate basis shall be as under :

- a. **The material will be delivered at your Silvassa/Vapi Godown by BL at it's own cost. Rates quoted shall be inclusive of labour charges** for unloading goods at your Silvassa/Vapi godown and unloading the same at the destinations plus other incidental charges, if any. However, statutory levies like Octroi, Entry Tax will be paid by the transporter and shall be reimbursed by BL immediately on production of original documents.
- b. The rate quoted shall remain firm during the contract period. Escalation/De-escalation clause , based on change in Diesel Price , will not be applicable.
- c. The rates quoted shall apply for delivery at consignee's factory/godown or at customer's premises **and not only up to the godown of the transporter.**
- d. The company will cover Transit Insurance. However, the conditions enumerated in clause No.7 of this document will apply.
- e. Rates quoted shall be valid for acceptance upto 90 days from the date of the on-line bidding.
- f. **The rates quoted will also be applicable for inbound transportation from the customers/vendors located in the areas mentioned in Price-Bid. It may please be noted that it will be the responsibility of the transporter to pick up the material from customer/vendor and deliver it right up to our factory in Silvassa although such cases will be a few/rare and will be mostly (but not entirely) applicable in Market No. I i.e Market for Western India involving Maharashtra/Gujarat and Goa.**



6.0 BASIS OF SELECTION

- 6.1 The selection of L1 bidder for each Market will be done on the basis of the Lowest "Total Bid Value" quoted for the Market concerned [all the destinations/locations of that Market taken together] and 100% business of that Market will be awarded to the lowest bidder for that particular market. This process will be applied for all Markets. The bidder may quote for one Market or more Markets but they have to quote for all the destinations/states in that Market failing which their offer, for that particular market, will not be considered for final evaluation.

7.0 TRANSIT INSURANCE

- 7.1 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 15 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 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.

8.0 DELIVERY CHALLAN(S) AND LEAD TIME FOR DELIVERY

- 8.1 The transporter shall be responsible for obtaining from BL the Duplicate for Transporter copy, Invoice, road permit or other relevant documents as required by the authorities (under GST regime) for verification/clearance at the check post and handover to the consignee. Any financial loss suffered by BL due to loss/damage of any document or the goods while in the transporter's custody, shall be recovered from the transporter.
- 8.2 There will be a penalty @ Rs. 100 per day for delay in delivery of material. The Time period allowed for delivery will exclude both days i.e. the day of dispatch from our factory and the date of delivery at the consignee. Time allowed is as under ;

Distance From Silvassa in Km	Penalty @ Rs.100 per Day for Delay in Delivery beyond Days mentioned below
Less than 250 Km from Silvassa	2 Days
Above 250 but less than 500 km	3 Days
Above 500 but less than 1000 km	5 Days
Above 1000 but less than 1500 km	8 Days
Above 1500 km from Silvassa	10 Days



The distance shall be determined from the 'All India Motor Vehicle Tourist Map' by the shortest motorable route from Silvassa. However, the imposition of this penalty will be subject to relevant clauses of "Force Majeure" explained in clause 12 of this tender.

9.0 PAYMENT TERMS

9.1 30 days from the date of submission of bills along with supporting documents which will include, *inter alia*, LR copy duly acknowledged/receipted (signed and stamped) by the customer without any negative remarks.

9.2 Payment shall be made on gross weight basis in line with the invoices made by BL

10.0 AMENDMENT / RE-ALLOCATION OF THE LOADS.

10.1 The quantities in Kgs. mentioned against each destination are only indicative. They may be amended during operations to any extent. **This will be, primarily, a rate contract limited by period.**

11.0 TERMINATION OF CONTRACT.

11.1 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 will be forfeited.

12.0 FORCE MAJEURE

12.1 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

Any reason other than the above will not be considered as force majeure condition.

12.2 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.



13.0 OTHER TERMS

- 13.1 The Company reserves the right to accept or reject any or all bids in full or part without assigning any causes.
- 13.2 Bids of any tenderer may be rejected if a conflict of interest arises
- 13.3 The Transporter will have to comply with the changes required in the procedure of work like Waybill, Official Address and Registration of the Transporter etc in line with GST rules as applicable.
- 13.4 **The Bidder should either have a mother warehouse in Silvassa or around Vapi/Valsad or must take the responsibility of prompt delivery if the material is routed through their mother warehouse located elsewhere.**

14.0 ARBITRATION/JURISDICTION

- 14.1 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 Court of Silvassa.

For Balmer Lawrie & Co. Ltd.



Sr.Manager - SCM / Dy. Manager (Purchase)

Balmer Lawrie & Co. Ltd.

**SBU : Greases & Lubricants
201/1. Sayali Rakholi Road,**

SILVASSA (U.T.- D&NH) - 396 230.

**Phone Nos. 0260 - 6993940, 6993945, 6993947
Mob No. 09558818876 / 09898896501**

Sr.No.	DESTINATION	APPROX. ANNUAL QTY. [In Kgs.]
[A]	[B]	[C]
1	MARKET A-1 : Maharashtra , Gujarat & Goa	
I	South-Central & West Maharastra :- Dist: Palghar, Mumbai,Thane, Raigad, Sindhudurg, Nashik, Ah'nagar, Pune, Kolhapur,Solapur etc	1,35,000
II	North & Rest of Maharastra :- Jalgaon, Dhule, Marathwada & Vidarbha Regions	65,000
III	South Gujarat : Umargam to Bharuch including Daman, Dahej etc	65,000
IV	Central/East Gujarat : Baroda , Ahmedabad & other destinations like Dahod, Narmada, Godhra etc	95,000
V	Sourastra & Kutch : From Surendranagar/Bhavnagar to Diu , Somnath , Porbundar, Dwarka , Mundra, Kutch, Bhuj etc	2,00,000
VI	North Gujrat : Himmat Nagar, Bhiloda, Deesa, Palanpur, Modasa etc	5,000
VII	GOA : Any Part of Goa	25,000
	TOTAL BID VALUE FOR MARKET A-1	5,90,000
2	MARKET A-2 : Madhya Pradesh & Chattisgarh	
I	Madhya Pradesh	40,000
II	Chattisgarh	10,000
	TOTAL BID VALUE FOR MARKET A-2	50,000
3	MARKET B-1 - U.P and Delhi - North India	
I	Uttar Pradesh	13,000
II	Delhi and NCR	2,000
	TOTAL BID VALUE FOR MARKET B-1	15,000
4	MARKET B-2 - North India excl UP & NCR	
I	Rajasthan	20,000
II	Punjab & Haryana	5,000
III	Uttarakhand , Himachal Pradesh , Jammu & Kashmir	20,000
	TOTAL BID VALUE FOR MARKET B-2	45,000
5	MARKET C - South India	
I	Telangana	40,000
II	Andhra Pradesh	3,000
III	Karnataka	10,000
IV	Tamilnadu	3,000
V	Kerala	1,000
	TOTAL BID VALUE FOR MARKET - C	57,000
6	MARKET D - Eastern Part of India	
I	Bihar & Jharkhand	3,000
II	Odisha	3,000
III	West Bengal	1,000
IV	North East States like Assam, Sikkim, Nagaland, Tripura etc	1,000
	TOTAL BID VALUE FOR MARKET D	8,000
	GRAND TOTAL	7,65,000

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