

Balmer Lawrie & Co. Ltd.

P-43, Hide Road Extn.
Greases & Lubricants Division,
Kolkata – 700088

Tender No. GLK/TE17/282, DATE:11.1.2018, DUE ON: 22.01.18 [IST : 12:00 Hrs]

Subject : Transportation of finished goods/misc. items for delivery to/from various customers(including Oil Companies in and around Kolkata) , Jute mills as well as to/from transporter's godown in and around Kolkata.

1.0 INTRODUCTION

1.1 Balmer Lawrie & Co. Ltd. (BL), Grease & Lubricants Division at P-43, Hide Road Extension, Kolkata – 700 088 invite bids for transportation of finished goods / misc. items etc. packed in barrels, buckets, cartons or in any other standard packaging from / to our factory at P-43, Hide Road Extension, Kolkata-700 088 (hereafter referred as "the factory") as in ANNEXURE - I enclosed. The annual loads mentioned are best estimates and are not binding.

2.0 CONTRACT PERIOD

2.1 From 01st February'18 to 31st October 2018.[9 Months]

2.2 The contract may be extended on mutual agreement for additional period of Six months if agreed upon by contractual transporters.

3.0 PRE-QUALIFICATION ELIGIBILITY CRITERIA

3.1 Bidder shall full-fill the following eligibility criteria & attach proof of prequalification criteria as detailed below.

3.2 The pre-qualification criteria are as below:

Sl.No.	For Market 3 MT & above base Load	For Market 1 MT base load
1	The bidder shall have minimum 2 years experience in transportation of finished goods with reputed companies/Govt. departments / PSU / Petroleum Oil companies (copy of certificates in support of experience to be submitted).	The bidder shall have minimum 1 year experience in transportation of finished goods with reputed companies/Govt. departments / PSU / Petroleum Oil companies (copy of certificates in support of experience to be submitted).
2	Bidder shall have achieved a minimum Turnover of Rs. 5.0 Lakh in any one of the last three financial years. Supporting documents like Balance Sheets / PL Account/IT Returns shall be furnished.	Bidder shall have achieved a minimum Turnover of Rs. 2.0 Lakh in any one of the last three financial years. Supporting documents like Balance Sheets / PL Account/IT Returns shall be furnished.
3	Bidder shall have executed at least one single order value of minimum of Rs. 1.0 Lakh in any one year in the last three financial years.	Bidder shall have executed at least one single order value of minimum of Rs. 50 thousand in any one year in the last three financial years.
4	Bidder shall have to submit the EMD as specified in Clause number 4 of the tender document	Bidder shall have to submit the EMD as specified in Clause number 4 of the tender document

5	The bidder shall be carrier Company registered under companies act 1956 or any other applicable act & has trade licence from concerned statutory body authorising them as transporter.	The bidder shall be carrier Company registered under companies act 1956 or any other applicable act & has trade licence from concerned statutory body authorising them as transporter.
6	The bidder shall possess at least two truck of different sizes of their own and submit all documents including valid statutory documents (ie. RC book, Fitness certificate, PUC, Road Tax etc) alongwith their bid without which their offer is liable for rejection. [All the Original Copies need to show by the bidders at the time of tender evaluation]	The bidder shall possess at least One truck of base load 1 MT of their own and submit all documents including valid statutory documents (ie. RC book, Fitness certificate, PUC, Road Tax etc) alongwith their bid without which their offer is liable for rejection. [All the Original Copies need to show by the bidders at the time of tender evaluation]
7	Fitness Certificate of the Vehicles : All the vehicles provided by transporter, whether owned / hired, shall meet all the parameters prescribed by the Transport Authority in respect of safety and fitness. All the facilities shall be working properly like brakes, headlights, backlights and hand brake etc. including a valid Pollution Certificate. Any loss/delay suffered by BL on this account due to failure on the part of transporter shall be recovered in full from the transporter's bill. The intending transporter must submit Pollution certificate, Vehicle registration certificate without which their offer will not be considered.- One Undertaking required from transporter	

4.0 EARNEST MONEY DEPOSIT (EMD) & SECURITY DEPOSIT (SD)

- 4.1 The bidder shall submit interest free EMD of Rs. 25,000 (Twenty five Thousand only). The EMD amount shall be paid by Pay Order / Demand Draft drawn in favour of "Balmer Lawrie & Company Limited" payable at Kolkata and shall be submitted with the pre-qualification bid.

The EMD shall be refunded to the unsuccessful bidders. The EMD of successful bidder(s) shall be retained and converted as a part of SD till the submission of SD as per clause no. 5.1

5.0 SECURITY DEPOSIT

- 5.1 The successful Transporter (s) shall submit interest free SD of 2.5 % of the order value rounded off to the nearest thousand subject to a minimum of Rs.25,000, by means of a demand draft or in lieu of that a Bank Guarantee from a Scheduled "A" Bank, of equivalent amount as per format of BL, 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 and forfeit the EMD held as a part of SD without further reference to the bidder.

6.0 PARTICIPATION IN TENDER

- 6.1 Bidders requested to submit Pre-Qualification criteria along with proper supporting documents in one Sealed Envelope & Price bid in other Sealed Envelope on or before due date.

Only bidders who are found meeting the pre-qualification criterion shall be considered for participation in Reverse Auction process.

- 6.2 Bidders successfully meeting the pre-qualification criteria will be informed about date & time of e-bidding and shall be allotted ID log-in and password to enable them to participate in on-line bidding.

7.0 ON-LINE BIDDING PROCEDURE

- 7.1 Rates must be quoted for all the individual destinations in a market, failing which the offer for that particular market shall be rejected. Total for the market shall also be quoted. On-line Auction will be done on the total amount for individual markets [sum of market i to viii]. Any reduction offered during E-Auction or in subsequent stages shall be applicable proportionately to the individual destination rates for the purpose of arriving at the final rates quoted for the destination

- 7.2 The Start Bid Price (SBP) and Minimum decremental amount shall be communicated on-line at the commencement of the reverse auction.

- 7.3 The general terms & conditions of on-line bidding are given in Annexure-II.

8.0 General Conditions.

- 8.1 The Rate basis shall be as under:

- a. 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. 11.0

- 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. Service required for the Markets shall be as follows :

Transporter will pick-up the material from BL's factory to customers or transporter godown. These materials shall be delivered to the designated transporters for onward transportation to the Consignee. Transporter will have to book the consignment on "Freight to Pay" basis with the designated transporter.

- d. It may so happen that the transporter will have to deliver/collect the consignment to/from more than one destination. The transporter shall quote additional charges for such multiple delivery consignment per additional destination in Price Schedule (Annexure -I).

- e. For such cases if total movement of truck exceeds maximum limit mentioned in Annexure I (upto 250 kms – for the market base load 3 MT & above), but in actual operation if the final destination is within the maximum permissible limit (if material delivered directly), additional distance covered shall be paid on pro-rata basis in proportion to rate applicable for max distance of 250 kms.
- f. 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.
- g. The rate quoted shall remain firm during the contract period, except for escalation clause as defined later.
- h. The rates quoted shall apply for delivery at consignee factory / godown and also at customers premises situated within the Municipal limits of the town /city where factory / godown is located.
- i. Rates quoted shall be strictly as per Price Schedule [Annexure-I].
- j. The freight charges for base load over and above the base load as indicated in the Price Schedule [Annexure-I] shall be paid extra on pro-rata basis.
- k. All receipts / dispatches shall be by weighment done at the factory and the same shall be final and binding. Value of the material short received at factory / at consignee's destination between invoice weight and actual weight less by value of twice the quantity of the least count of factory Weigh Bridge shall be recovered in full from the transporter.
- l. Transshipment is strictly prohibited, unless permitted by BL in writing.
- m. Transit Insurance will be covered by BL as per clause 10.0.
- n. BL shall be paying detention charges of Rs 300 per vehicle per night, if the vehicle is held up without loading/unloading for more than 24 hours. The transporter shall place the trucks at BL's premises between 9.00 a.m. to 12.00 noon on working days and on holidays, if required. If the vehicles report after 12.00 noon, BL may,

at their sole discretion, load the materials or return the truck without liability for detention charges.

- o. If any transporter fails to place trucks twice in a month for any particular market based on call up given, BL may, at its sole discretion, to transfer order for balance qty of the market to alternate matching contractual bidder if any found thereon, without any further intimation to that particular transporter.
- p. Loading of materials to any / all trucks of L1 bidder / L1 matched bidder will be fully at the discretion of BL and in no case the bidder can claim any additional load even if he / she is original L1.
- q. In case the trucks are not placed as per BL's call up for two occasions in a week and / or five occasions in a month, BL, may at its discretion, may not give any load for one month continuously and BL's decision in this regard will be full and final.
- r. Vehicles are to be placed within 24 hours of call up. Penalty for failure to place vehicle Rs 500/- per day
- s. Rates quoted shall be valid for acceptance upto 120 days from the date of the on-line bidding.
- t. BL shall not be responsible for the turn around of trucks at the off-loading destinations for any reason whatsoever.

9.0 BASIS OF SELECTION

The basis of selection of transporters and splitting the order for shall be as under:

The Close bids shall be used for grading the bidders.

Reverse Auction shall be started with starting bid prices [Total Market Value of each markets] as communicated. The start bid price shall normally be the lowest price received through closed bid or a decremented amount as decided by BL.

Market wise, the party emerging, as lowest bidder in reverse auction shall be designated as final L1.

The final grading shall be done as follows :

- a. Market wise the final grading shall be done as follows :
 - If no bid is received in reverse auction, the provisional classification shall be confirmed as final.
 - If "Final L1" in reverse auction is a different party from "Provisional L1", then the classification emerged after Reverse Auction shall be treated as Final & grading of L1, L2 shall be revised based on out come of Online Reverse Auction.

- b. Market wise orders shall be divided in following proportion :
- i. If vendor agrees to match the rates negotiated with L1, orders shall be divided in following proportion:
- ❖ 60% order shall be placed on Final L1
 - ❖ 40% order shall be placed on Final L2, subject to Final L2 matching rates negotiated with Final L1.

Note : It may be noted that orders shall be placed on the above manner subject to L2 matching rates negotiated with L1 of that particular market . If L2 does not match price, offer to match price shall be given to L3 and so on. In case none of the parties are willing to match L1, BL may at its sole discretion place EITHER

- ❖ 100% order on L1

OR

Negotiate with L2 the best rate & place proportion of order on.

However the original L1 bidder will have no right to claim additional business in comparison to matched L1 bidder / L2 bidder. The decision of BL's representative is full and final and binding to the successful bidders.

10.0 ESCALATION / DE-ESCALATION OF RATE

- 10.1 The escalation/de-escalation will be payable when diesel price differential exceeds Rupee 2.00/Ltr from the reference diesel rate.
- 10.2 The reference Diesel rate shall be the ruling retail price of diesel charged by IOCL in Kolkata on the date of online bidding. The escalation / de-escalation shall be worked out rounded off to the nearest rupee as per the following formula:

$$\text{Differential allowed in contract rate} = \frac{0.35 \times \text{Original Contract rate} \times \text{Incre/Decre in Diesel rate}}{\text{Reference Diesel Rate}}$$

11.0 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.

12.0 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 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 / workman within BL's premises and /or at customer's end will also have to be compensated by the transporter.

13.0 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.

Failure to furnish the acknowledged / receipted delivery challan & bill within 15 days of delivery of material shall be treated as contravention of responsibility of the transporter and compensation @ 0.5% per week or part thereof delay subject to a maximum 5% of the transportation charges shall be recovered from the dues of the transporter.

The transporter shall be responsible for collection of signed challan and such other relevant documents for goods transported from consignees like Railways / Defence / Steel Plants etc.

14.0 PAYMENT TERMS

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

Payment shall be made on nett weight basis as per weighment made in the factory during loading / unloading as applicable.

15.0 AMENDMENT / RE-ALLOCATION OF THE NUMBER OF TRIPS.

The estimated loads mentioned against each segment is only indicative/estimated. The loads may be amended /re-allocated during operation. The transporter / contractor shall be bound to accept the amended / re-allocated numbers of trips (increase or decrease) as per the requirement of the company within +/- 20% of the order value.

16.0 NON PLACEMENT OF VEHICLE AND RISK PURCHASE.

16.1 Transporter shall be required to place trucks promptly (preferably within 12 hrs from the call up) in clear dry condition. The transporter shall place the trucks at BL's premises between 9.00 a.m. to 12.00 noon on working days and on holidays if required. If the vehicles report after 12.00 noon, BL may, at their sole discretion, load the materials or return the trucks 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 despatch. In case Transporter fails to place trucks as per BL's call up even after 2 days from the call up date, 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.

17.0 TERMINATION OF CONTRACT

17.1 In the event of unsatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit shall be forfeited

18.0 FORCE MAJEURE

18.1 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

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

18.3 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.

19.0 OTHER CONDITIONS

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.

Sub-contracting contract shall not be allowed unless specially asked for and approved by BL.

Transporter should have own office at Kolkata and an authorised person with mobile number for interaction on operational matters. Transporters will have to contact the local representative of the client in certain destinations / location as informed by the BL before delivering the material.

Tracking facility for enroute status / position of the truck for delivery should preferably be provided for all locations.

The transportation contract is by trucks only.

The bid of any tenderer may be rejected if a conflict of interest between the bidder and the Company is detected at any stage.

20.0 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, the matter will be referred to the Chairman and Managing Director (C&MD) of BL who may appoint a sole arbitrator to resolve the issue. The decision of the sole Arbitrator shall be binding by both the parties.

21.0 SUBMISSION OF OFFER

The Offer in the prescribed format (Annexure I) alongwith EMD shall be submitted in a sealed envelope duly superscribed with the "Tender Number" and date of the tender in separate envelope.

Last date of submission of bid (alongwith all the relevant document) with EMD is 22.01.2018 [IST : 12:00 Hrs]

Yours faithfully,
for **Balmer Lawrie & Co. Ltd**

Arnab Ghatak
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ANNEXURE – II

GENERAL TERMS & CONDITIONS OF ON LINE BIDDING

1.0 CONDITIONS

- 1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.
- 1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.
- 1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on his/her own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.
- 1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

2.0 RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS

3.1 On Line bidding Event

Online Bidding/Negotiation Event (Reverse Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders

are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specifications and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

3.4 Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agent however has the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signalling an end to the price discovery process.

Annexure - I

TENDER NO. GLK/TE17/, Dated: 21.01.2018						
Transportation of finished goods/misc items for delivery to/from various customers /Jute mills as well as to/from transporter godown in and around Kolkata with base load of 3.0 MT & above.						
MARKET for BASE LOAD 3 MT & ABOVE	ITEM DESCRIPTION	Estimated Tonnege for Contract Period [For non-Cartonised Items] [MT]	Rate/ [Rs/MT]	Estimated Tonnege for Contract Period [For Cartonised Items] [MT]	Rate/ [Rs/MT]	AMOUNT [Rs]
		{1}	{2}	{3}	{4}	{1x2} + {3x4}
[i]	Upto 5 Kms.	70		20		
[ii]	> 5 Kms. To 10 Kms	150		50		
[iii]	> 10 Kms. To 20 Kms.	200		50		
[iv]	> 20 Kms. To 40 Kms.	800		120		
[v]	> 40 Kms. To 60 Kms	350		120		
[vi]	> 60 Kms. To 80 Kms	120		50		
[vii]	> 80 Kms. To 100 Kms	120		60		
[viii]	Destinations outside Kolkata City upto a distance of 250 K[ms.	100		50		
Additional Charges for multiple deliveries. Rate per Delivery Point						

MARKET TOTAL VALUE

For carrying load upto 1.5 MT :

MARKET for BASE LOAD 1 MT	ITEM DESCRIPTION	Estimated Tonnage for Contract Period [For non-Cartonised Items] [MT]	Rate/ [Rs/MT]	Estimated Tonnage for Contract Period [For Cartonised Items] [MT]	Rate/ [Rs/MT]	AMOUNT [Rs]
		{1}	{2}	{3}	{4}	{1x2} + {3x4}
I	Upto 5 Kms.	30		15		
li	> 5 Kms. To 10 Kms	20		10		
lii	> 10 Kms. To 25 Kms.	20		10		
Iv	> 25 Kms. To 50 Kms.	15		7		

MARKET TOTAL VALUE

Note :

For loads above base load of 3.0 MT (1st Market) payment shall be made on pro-rata basis.

Quantities mentioned above are estimated only. It may vary at the time of execution.