

Limited Tender : **0100LE01004 dt. 06.02.2018**

Dear Sirs,

Sealed offers are invited for **Transportation of TH Barrel by road in suitable Market Truck (250 barrels capacity) from Barrel Plant, Industrial Packaging, 62, Patnam Post & Village, Thavanamapalle Mandal, Araconda Road, Chittoor – 517 131, AP to our customer M/s. M/s. Tagros Chemicals India Pvt. Ltd, Cuddalore.**

The terms and conditions and the Bid Form are enclosed herewith.

Your completed tender form duly sealed and super scribed **“Tender for transport of MS TH Barrel to BANGALORE “** should **reach**

Chief Manager (SCM),
M/s. Balmer Lawrie & Co. Ltd.- Industrial Packaging Division,
(Government of India Enterprise)
5, J N Heredia Marg, Ballard Estate,
Fort, Mumbai 400 001

The bidders shall send their bids either by **courier / post** (or) **dropped in the Tender Box kept at the above address.**

The **last date for submission of bid** for the above tender is at **3.00PM on 16.02.2018.**

Details of the tender are also available in our company's website **www.balmerlawrie.com.**

Thanking you

Yours faithfully
for Balmer Lawrie & Co. Ltd.

N D Yadav
Deputy Manager (SCM)
Mo 8879294183

TERMS AND CONDITIONS

1. The term “Company (or) BLCL” wherever mentioned in the tender document refers to “BALMER LAWRIE & CO. LTD.”
2. The term “bidder” means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators duly approved by the company.
3. **Specification of Barrel: Empty TH Steel Barrel** of 200Ltrs. nominal capacity with dimensions 600mm Ø x 900mm height and weight approximately 15Kgs. to 24Kgs.
4. **Purpose of the contract:** This contract is for placement of trucks for transportation of Empty Barrels as set forth in the work order and as per the schedule to the work order.
5. Period of Contract is From **Feb 2018 to April 2019 (14 month) on Staggered / Need basis.**
6. However, company on mutual agreement with the successful bidder as per tender terms shall **extend the contract period till / exhausting the balance order quantity whichever is later.**
7. The company reserves the right to **pre-close the contract** awarded to the successful bidder vide above tender due to any administrative reasons.
8. Quantity mentioned indicative and is subject to change depending upon market conditions.
9. The offer shall be submitted in our enquiry format only and any Conditional offers will not be accepted.
10. **Union Govt. proposes to implement Goods & Service Tax w.e.f. 1st July 2017 and accordingly the bidders are required to provide GST Registration Mandatory Data as sought in the Bid Form.**
11. The offer must be kept valid for a minimum period of **60 Days** from the date of opening the offer.

12. **Stacking / Loading: (VERTICAL Stacking):** The barrels can be stacked in Vertical condition.
13. **PRICE ESCALATION / DE-ESCALATION:**
14. Escalation / De-Escalation of transport rates only on **account of cumulative increase/decrease in the price of High Speed Diesel (HSD) declared only by PSU Oil Companies will be considered.**
15. Escalation/De-escalation clause shall be applicable only, when the impact of series of **cumulative price of HSD increase/decrease results in accumulated net increase / decrease** of Rs. 3.00/- per Litre (Rs. Three only).
16. Such increase / decrease shall be applicable only for the prospective period from the date, on which the **accumulated impact reaches Rs. 3.00/- and above.**
17. The formula for escalation / de-escalation of transport charges is as follows:

* Fuel Factor	X	Base Rate for transportation as per contract	X	Actual cumulative Increase / decrease in market Price of HSD per liter in CHITTOOR District subject to a min of Rs.3.00 per Litre.
				Prevailing market price of HSD per liter in CHITTOOR District prior to increase / decrease.

18. 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.
19. **** Any Escalation / De-Escalation of Transport Rate applicable for this tender as per above clause will be from the date of commencement of the contract and on the finally agreed / awarded rate.**
20. The current prevailing price of **High Speed Diesel** at **CHITTOOR is ₹ 68.49. per Litre. (as on 11.01.2018)**
21. **Security Deposit (SD):** The SD amount payable by the successful bidder would be 5% of the contract value subject to a minimum of Rs. 5,000/- (Rupees Five Thousand only) by Demand Draft payable from any Nationalized / Schedule Bank drawn in favour of Balmer Lawrie & Co. Ltd., payable at **Chittoor**. Cheque / Cash or any other forms of payment are not acceptable towards SD. The SD shall bear no interest and shall be refunded only on expiry of contract period by Cheque only. All sums of compensation [or] other sums of money payable by the successful bidder may be deducted from the SD. SD is liable to forfeiture in the event of –
 - a. Withdrawal of order during validity period of the contract
 - b. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions, the SD will be forfeited.
 - c. Any unilateral revision made by the successful bidder during the validity period of the contract.
22. **PAYMENT:** Payment will be released **30 days** from the date of submission of bill as recorded by our sales administrative dept. Bills for transportation shall be accompanied by acknowledged delivery Challan, confirming the receipt of barrels by the consignees / customers in good condition, and without any loss / physical damage to the barrels. Bills will not be accepted by us for payment without the consignee's acknowledgment in the delivery challans.
23. The bidders should visit our plant, get acquainted with the type of job / work and understand the nature of job / work / responsibilities in totality before quoting for this tender.
24. **Placement of trucks and delivery:** The successful bidder shall place the trucks as per our requirement. 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 contractual transporter. The additional cost, if any, incurred by the company on this account will be recovered from the transporter.
25. **DETENTION / PENALTY CHARGE:** The company normally will not pay any detention charges whatsoever if the truck is detained at the customer end beyond their control since such situation may arise very rarely and not regularly.

However, during **exceptional circumstances**, detention charge of Rs.1,000/- per day per truck would be payable provided that the truck loaded with company's barrel is not unloaded within 24 Hours from the time of reporting at our customer premises. In such cases, the successful bidder's truck report time and barrel unloading time at our customer premises has to be duly certified by our customer and copy of the same must be provided along with claim to consider issuance of payment by company.

Also under normal circumstances the successful bidder's trucks leaving our company's premises loaded with barrel must report our customer destination within 48 Hours. In case of any undue delay noticed beyond the above time period then, based on the receipt confirmation on report time from our customer end the company, may penalize the successful bidder with a fine of Rs.1, 000/- per day per Truck.

26. **RISK PURCHASE CLAUSE: [Non-Placement of Trucks & Delivery]** - The successful bidder shall place the trucks as per our **requirement / daily call-ups** and lift the barrels 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 failing contractual Transporter.
27. **Health, Safety & Environment Standard:** The bidder shall follow the Health, Safety and Environment Policy as defined by our respective 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 customers**. The list of the HSE qualification norms are listed below:
 - a. Drivers should possess a valid original driving license and original Registration Certificate of the Trucks
 - b. Each truck should have a helper/cleaner.
 - c. Driver and cleaner should wear Shirt and Pant only.
 - d. Driver, helper/cleaner and the unloading crew should wear Helmets and safety shoes.
 - e. Truck platform and side walls to be free from rust, dents sharp areas and uneven surfaces.
 - f. All the tyres should have proper treads.
 - g. Head lights, indicators and reverse horn to be in working condition.
 - h. All the trucks should have a valid original pollution / emission control certificate apart from other statutory requirements.
 - i. Any person accompanying the truck and barrels should not be drunken and if found the truck will be blacklisted.
 - j. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
 - k. Over all trucks should be in a well maintained condition.
28. The truck 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 transporter to meet these requirements without fail. The tyres including the stepney should not be bald and the break lights should be in working condition. The load carrying capacity to be written in predominant place.
29. The Transporter shall be entirely responsible for safe handling, security of goods while in transit and delivery in good condition. The cost of damages if any will be recovered from the transporter. In case of accident to third parties while handling the barrels (i.e. loading of barrels at our Works, in transit, unloading of barrels at our customer premises), it shall be the transporter's responsibility to initiate or defend legal actions arising out of the use of their trucks and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.
30. It will be the responsibility of the transporter to ensure that the documents like Invoice, Excise Duty Gate Pass, Delivery Challan, Test Certificate etc. are handed over to the customer and necessary acknowledgement is taken for receipt of the same. In the event of loss or non-receipt of acknowledgement for the documents submitted, the Transporter shall take the responsibility and any financial losses involved in it would be to the transporter's account.
31. **Secrecy of documents:** The bidder has to strictly maintain secrecy of all our documents carried by them, failure found, if any, at any point of time will straight away lead to cancellation of the contract and the losses pertaining to the event shall be recovered from the bills.
32. Sufficient care to be taken to ensure that there are no projections/Nails in the Vehicle Body which may cause damage to the barrels in transit. Prevention of such damages shall be the responsibility of the transporter and cost of damages will be recovered from the transporter.
33. The transporter must ensure that all the trucks are having valid emission control certificate and the drivers engaged for transportation possess a valid driving license.
34. **Protection of Barrels:** The truck shall be fully covered with water proof tarpaulin and shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the transporter not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
35. **The transporters have to arrange suitable trucks if the number of barrels to be transported is less than the normal load. The company will give a notice period of one day for such requirement and the payment shall be made only on the basis of actual barrels transported and not on any minimum load basis per truck.**
36. **The Company reserves the right at any time to appoint parallel transporters / contractors for the destination tendered without giving any notice whatsoever to the existing contract.**
37. **The Company reserves the right to relax any of the tender conditions, if necessary, while finalizing the tender at its discretion.**
38. **Transit Insurance:** The successful bidder shall take transit insurance for the barrels taken from the company for delivery to our customers during transportation. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the transporter either by appropriate deductions from their bills or by adjustment from the security deposit amount. The per barrel cost will be calculated based on the invoice value for recovering the cost of short supply.
39. It will be the responsibility of the successful bidder to lodge necessary claim with the insurance company and recover their loss from the insurance company. Hence insurance policy should be taken by the successful bidder for this purpose. In case of any transit loss / damage the company shall recover the cost of lost/damaged barrels from the successful bidder either by appropriate deductions from their bills or by adjustment from the security deposit amount.
40. **Toll Tax:** The rates shall be inclusive of toll charges. However, the bidder should declare the toll charges currently applicable for destination. In the event of any increase/decrease in the toll charges or any fresh toll charges in future, the transporters rates shall accordingly be increased / decreased. However, transporter has to give documentary proof for such revision.
41. The transporter 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 transporter 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.
42. 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.

43. The transporter 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 third parties.
44. The transporter 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.
45. All the trucks to be provided by the transporter should qualify as per the HSE requirements of our customers. The list of the HSE qualification norms is attached as Annexure to the tender document.
46. All the trucks to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chittoor jurisdiction.
47. The successful bidder will have to provide agreed number of sturdy lorries in good working condition every morning to clear the entire quantity of barrels scheduled for despatch. Schedule will be given one day in advance to your representative.
48. The successful bidder will have to submit a list of his drivers, cleaners and other workmen and only on our approval and issue of passes they are permitted to enter our factory premises. Changes, if any, must receive our approval.
49. The successful bidder will be responsible for the welfare and discipline of his employees inside our factory. He must also undertake to comply with all statutory regulations for employment of his workmen. 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.
50. **PRESERVATION:** Fully covered tarpaulin shall necessarily be provided for each and every load. In addition, the platform of the truck should be flat & a leveled one. Cross angles and reapers to be provided with rubber pad to avoid any scratches over the barrels during transit. In the event of the successful bidder not providing the tarpaulin, the Company shall provide the same and the cost shall be recovered from them. The base of the surface / platform of the truck should be absolutely even.
51. In case of unsatisfactory performance of the transporter the company reserves its right to cancel part or whole of 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 transporter.
52. **Exclusive Clause - The successful bidder should ensure to make available the trucks without diverting them to any other Barrel Manufacturer.**
53. **SUB-LEASING :** The successful bidder shall not be allowed to sub-let either wholly or any part of the order without the Company's prior written consent.
54. **The bid of any bidder may be rejected if a conflict of interest between the bidder and the company is detected at any stage.**
55. Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions, without Earnest Money deposit or tie up with other transactions towards Earnest money Deposit will not be considered at all.
56. 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
57. 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.
58. **PENALTIES IN CASE OF NON-COMPLIANCE OF SAFETY/HEALTH/ENVIRONMENT NORMS, RULES & REGULATIONS:**
The contractor has to follow all norms, rules and regulations related to safety, health and environment, In case of non-compliance of any one of these norms, rules and regulations by contractor's employee, the contractor shall be held responsible. If any violation or non-fulfilment of these norms, rules and regulation is observed by the Company's authority during checking at any time, a penalty of Rs 5000/- shall be imposed on the contractor for each occasion of non-compliance to these rules and regulations by him or his employees. The decision of the Company's authority shall be final and binding on to the contractor in this regard. The amount of penalties so imposed shall be recovered from the next RA Bill of the work or any other dues payable to the contractor by the authority.
59. **ARBITRATION:** Any dispute or difference arising under this Contract shall be referred under jurisdiction of Kolkata 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 kolkata will have exclusive jurisdiction to settle any dispute arising out of this contract.

BID FORM

0100LE1004 dt.06.02.2018 due on 16.02.2018

Transport of barrels by road in Suitable Market Truck from Barrel Plant, Industrial Packaging, 62, Patnam Post & Village, Thavanamapalle Mandal, Araconda Road, Chittoor – 517 131, AP to our customers located at the below mentioned location.			
SNo. Destination & Location	Estimated Qty.	Unit Rate Rs. per Barrel *	
1. Cuddalore , TN (M/s. M/s. Tagros Chemicals India Pvt. Ltd). Loading shall be 250 Barrel per Truck in Vertical Loading type.	3600 Barrels		
<ol style="list-style-type: none">1. The bidder shall quote their rates for providing suitable <u>Truck</u> in line with locations shown above.2. The <u>rate quoted should be inclusive of Loading, Transport, Transit Insurance Toll Tax & Unloading till barrel at respective customer end.</u>3. The <u>bidder shall quote their rate only on “per Barrel Basis”.</u> Rate quoted on truck basis (or) any other basis is not acceptable.4. Tentative quantity shown above is merely indicative and the company cannot give any commitment.5. Quantity tolerance : +/- 20%6. <u>Award of Contract:</u><ol style="list-style-type: none">i. The lowest [L1] bid status against each location would be arrived separately on the basis of * <u>Unit Rate Rs. per barrel.</u>ii. 100% order will be placed on the <u>respective L1 bidder separately.</u>iii. In the event of more than one L1 bidder, then the entire quantity would be equally distributed among the L1 bidders.iv. The decision of the company is final in retaining more than one supplier.7. The company with mutual agreement with the successful bidders, as per tender terms shall extend the period of contract / till exhausting the balance order quantity whichever is later.			
TIN NO.		PAN (Personal Account No.)	
Contact Person		Telephone Nos.	
E-Mail ID		Fax Nos.	
GSTIN Reg.No.		GSP Name (GST Suvidha Providers)	
GST ARN (Application Reg.No.)		HS Code as per Excise	
We have quoted our Best RATE after studying carefully all the Tender Details, Terms and Conditions and we confirm to have accepted the same.			
Signature of the bidder with Seal & Date			