

Ref: BL/LC/MAN/TRNSPT/LT201718/0311

Date: 23.02.2018

Due Date: 08.03.2018

Response from approved vendors/contractors alone will be accepted and that other interested Vendors/contractors may seek to register with the unit and subject to such registration being confirmed, they would be considered for subsequent Tenders

To

**NOTICE INVITING TENDER
FOR TRANSPORTATION OF GOODS WITHIN CHENNAI**

Balmer Lawrie & Co. Ltd. **invites 'e' bids** from resourceful and reputed transporters, fulfilling the eligibility criteria, for transportation of goods by truck within Chennai on rate contract basis for the period of **one year or for the total order value whichever is earlier**, for SBU Leather Chemicals, Manali, Chennai-68.

1. Scope of Work:

The scope of work under this tender consists of transportation of goods by truck within Chennai. **Loading/Unloading, if any at locations other than BL SBULC Manali factory will be to transport contractor's account. Loading/Unloading at Balmer Lawrie SBULC Manali factory will be by BL.**

Rate to be quoted as **per trip or per MT** as sought in **Annexure –A**. Quantity is indicative only; may be increased by 10% over all or item wise. Interchange/swap of quantities within the overall order value including tolerance is applicable

2. Prequalification requirement:

The transport contractor should have

1. **PAN No.,**

2. **Work Experience:**

Bidder shall have minimum of **three years' of experience** in transportation of goods with reputed companies. The bidder should have executed order values of greater than **Rs.2.00 Lakh** in any one year of the last three financial years **[i.e. 14-15 or 15-16 or 16-17]**. It is mandatory that the bidder should submit the copies of the relevant work order or purchase order or work completion certificate issued by the client.

THE OFFER WILL BE REJECTED IN THE ABSENCE OF THE ABOVE REGISTRATIONS & WORK EXPERIENCE, WHICH ARE MANDATORY

Only those bidders who meet the above Pre-qualification criteria will be qualified for considering the price quoted by them.

Signature of the Tenderer:

Date:

Seal:

3. Taxes & Duties:

All taxes, duties, levies etc are extra as applicable. **Provide only basic rates, as per the format given in Annexure- A in the e-procurement portal.**

4. EARNEST MONEY DEPOSIT

Offer should be accompanied by a/c payee pay order / demand draft / irrevocable bank guarantee (as per BL format) executed by any Scheduled Bank drawn in favor of M/s. Balmer Lawrie & Co. Ltd., payable at Chennai for **Rs.5,000/-**(Rupees Five thousand only) towards Earnest Money Deposit.

a. OFFERS RECEIVED WITHOUT EMD WILL BE REJECTED

- b. For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- c. If the successful bidder is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, successful Bidder fails to deliver the service as per the terms & condition of the Service/Purchase Order or violates the tender conditions, his Earnest Money Deposit shall be forfeited.
- d. For the unsuccessful bidders, the EMD will be refunded only after the PO is released on the successful bidder
- e. Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.
- f. SSI UNITS WITH VALID REGISTRATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED (MSME/NSIC), FOR THE ITEM/SERVICE TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.
- g. NOTE: - Bidder having MSME/NSIC Registration needs to attach copy of valid Certificate applicable for the tendered service.

5. Non Conformance:

The tenders not conforming to the above mentioned requirements stated under Cl:2 and Cl:4 are liable to be rejected.

6. Validity of offer:

Tenderers shall keep their offer valid for a period of **60 days** from the due date for submission of tender.

7. Visit to our factory

The tenderer, at the tenderer's own cost/responsibility is advised to visit our factory between 9.30 am to 4.30 pm on all working days and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for transportation of goods within Chennai.

(Contact Persons: SBU LC Mr. R Suresh – 09940660485 / 044-25946543/ Mr. G Gurushankar-044-25946565)

Signature of the Tenderer:

Date:

Seal:

8. CONDITIONS / PROCEDURE FOR ON-LINE BID SUBMISSION

The bidder would be required to register on the e-procurement market place <https://balmerlawrie.eproc.in> and submit their price bids online. **No offline price bids shall be entertained by the Tender Inviting Authority.** The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids in the eProcurement web site. However, bulky documents (**excluding price**) need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender due date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

9. Registration with eProcurement platform

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))		
Please email your issues before your call helpdesk. This will help us serving you better.		
Contact Nos. and email IDs for Balmer Lawrie helpdesk officers		
Name	E-mail	Phone Numbers
1. Mr. CH.Mani Sankar (Chennai)	chikkavarapu[dot]manisankar[at]c1india[dot]com	044-25946556/ +91-8939284159
2. Mr. Tuhin Ghosh (Kolkata)	tuhin.ghosh@c1india.com	+91-8981165071
3. Mr. Tirtha Das (Kolkata)	tirtha.das@c1india.com	+91-9163254290
4. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
5. Ms. Ujwala Shimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

10. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate before submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

11. Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / corrigendum's issued by the Tender Inviting Authority on time-to-time basis in the website and eProcurement platform. The Company inviting tender shall not be responsible for any claims / other issues arising out of this.

12. Bid Submission Acknowledgement

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Signature of the Tenderer:

Date:

Seal:

13. PRICE BID TO BE UPLOADED ON-LINE ONLY

SUBMISSION OF OFF-LINE PRICE BID WILL DISQUALIFY THE BIDDERS's PARTICIPATION IN THE TENDER

14. GENERAL

BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

BL reserves the right to accept any tender in whole or split the order or reject any or all tenders without assigning any reason.

BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

It may be noted that the terms not mentioned in the offer shall be considered as per our tender terms and conditions only.

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

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.

Offers from New Vendors will be considered for vendor development only; Not for finalization of contract against this tender.

15. CONFLICT OF INTEREST CLAUSE:

The bids of any tenderers may be rejected if a conflict of interest between the bidder and the Company is detected at any stage

16. DISCLAIMER CLAUSES:

Neither the Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

17. EVALUATION OF BIDS:

The online closed bids shall be used for grading the bidders. **Priced offers of those tenderers who fulfil the pre-qualification criteria as per clause 2.0, alone will be considered for price evaluation.** Evaluation of the price bids of qualified bidders will be done and overall lowest landed rate including both the items (Net of GST, if any as applicable) shall be taken as L1 price and next lowest as L2 price and so on. The order will be awarded to overall L1 quoted bidder including all the items.

18. AWARD OF CONTRACT

The contract will be awarded to the overall lowest quoted tenderer **(including all the items)** based on their estimates provided in e-procurement portal as per the PRICE SCHEDULE indicated in **Annexure-A. ie., Order will be placed for all the items on the overall L1 quoted tenderer (including all the items).**

Signature of the Tenderer:

Date:

Seal:

If required, the Company would carry out negotiation with the tenderers and it would be in the interest of the tenderers to give their most competitive rates.

19. Tender Document Submission (Excluding price bid)

Your offer shall comprise the following:

- **EMD for Rs.5,000/-**
- **Annexure-1** duly filled in, signed with seal
- Relevant **copies of certificates/ registration / work order** etc as per prequalification requirement
- **Tender Document** duly signed with seal in all the pages

Your offer for tender comprising all the above documents shall be kept in a sealed envelope superscribed as 'Offer for Local Transportation of goods with truck within Chennai' should reach the undersigned at our Manali works at the following address on or before 08.03.2018.

Senior Manager [SCM]
BALMER LAWRIE & CO. LTD.
SBU Leather Chemicals
32, Sathangadu Village, Manali,
Chennai – 600068.

Phone : 044 – 25946542 / 25946543
Fax : 044 – 25941156
email : a.arun@balmerlawrie.com

for BALMER LAWRIE & CO LTD

ARUN A
Senior Manager (SCM)

Encl: Annexure-1 (Contractor Details)
Annexure-2 (Terms and Conditions)
Annexure-A (Schedule of quantities- for Transportation Contract)
BG Format for EMD

Signature of the Tenderer:

Date:

Seal:

CHECK LIST AND CONTRACTOR'S DETAILS

(1) EMD:

Documents enclosed

Have you enclosed EMD : Yes / No
(If No the offer will be rejected)

DD / BG /
copy of NSIC certificate

Details on EMD :

(2) Prequalification Requirements :

PAN No. :

PAN card copy

Whether doing/ already done jobs : Yes / No

Work Order Copy / work
completion certificate
at BL Or at other
companies

(2) Others:

Name of the Company/Firm :

Address of the Company :

Name of contact person :

Phone no. & Fax No :

email ID, if any :

DECLARATION

I / We have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Company against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I /We hereby declare that, I/We have not been blacklisted / debarred/ Suspended /demoted in any department in any PSU/Govt Dept in Tamil Nadu or in any State due to any reasons.

Signature of Tenderer :

Date:

Seal:

Vendor is requested to provide all the data in the table below, as applicable:

1.	Supplier Name	
2.	House No with address 1	
3.	Address 2	
4.	City	
5.	Postal code	
6.	State	
7.	Tel No	
8.	Mob No	
9.	Fax	
10.	Email	
11.	Industry Type*	Domestic / service vendor / MSME* / SSI* / trader / others (specify it)
12.	If MSME registered, under category SC/ST?	
13.	Contact Person	
14.	Inco terms	
15.	Taxes applicable	
16.	PAN no*	
17.	State code (as per GST)	
18.	GSTIN Registration number*	
19.	Proof of GSTIN Registration number per state (From GSTN website)*	
20.	Vendor's GSP name (GST Suvidha Provider's)	

*** - relevant registration/certificate copies shall be submitted.**

Signature of Tenderer :

Date:

Seal:

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. Rates and Other Entries:

The tenderer should quote for all items in the prescribed format (**Annexure-A**) ONLINE in the e-portal <https://balmerlawrie.eproc.in>. Quantity indicated are approximate and taken for rate contract only.

The rates should be quoted in the same units as mentioned in the tender schedule of quantities.

All entries in the tender documents should be in ink or typed. Corrections if any should be attested by full signature of the tenderer.

Every page of the tender document including annexure / enclosures shall be stamped and signed by the tenderer or his authorized representative thereby indicating that each and every page has been read and the points noted.

2. EARNEST MONEY DEPOSIT (EMD)

- (i) The Tenderer shall be required to submit an Earnest Money Deposit as specified in NIT (Bank draft drawn on a Chennai branch of any Scheduled Bank in favour of Balmer Lawrie & Co. Ltd.) along with the tender and the same shall be returned to the unsuccessful tenderers after the selection of the successful tenderer. EMD shall be released after submission of initial security by the successful tenderer.
- (ii) If the successful tenderer is unable to accept or execute orders when placed upon him or withdraws / upwardly revises his quoted prices, within the validity period of his tender or after placement of the Order / Letter of Intent, his Earnest Money Deposit shall be forfeited.
- (iii) No interest shall be payable against Earnest Money Deposit.

3. STATUTORY PROVISIONS

The successful bidder 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 successful bidder 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. The successful bidder shall also ensure to **pay his employees the Bonus they are entitled to as mentioned under the payment of Bonus Act, 1965**, and submit proof towards effecting payment of Bonus.

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

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Seal:

The successful bidder 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. The successful bidder 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. The Transporter will ensure compliance of all Statutory / Legal provisions including payment of retrenchment compensation of its employees employed within the Company's premises.

The Contractor shall follow the provisions of Employees Provident Funds and Miscellaneous provisions Act, 1952 and employees State Insurance Act, 1948, by obtaining license under these acts. The contractor will be solely responsible for complying with all the provisions of the act will indemnify the company against any claim made under these acts either by the worker or by the Govt. Authority. No extra compensation / payment will be made to the contractor for these compliances.

The successful bidder will be responsible for the welfare and discipline of his employees inside our customer premises and port premises. He must also undertake to comply with all statutory regulations for employment of his employees. 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.

The trucks 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 successful bidder to meet these requirements without fail. The tyres including the stepney should not be bald and the brake lights should be in working condition. The load carrying capacity to be written in predominant place.

All the trucks to be provided by the transporter should qualify as per the qualification norms of the State Government for plying within Chennai jurisdiction.

The contractor should comply with all prevailing norms of GST/e-way bill and other statutory norms as applicable from time to time

4. HEALTH, SAFETY AND ENVIRONMENT STANDARD

The bidder shall follow the Health, Safety and Environment Policy as defined by our respective vendors/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 vendors/customers**. The list of the HSE qualification norms are listed below.

- a. Drivers should possess a valid driving license.
- b. Driver and cleaner should wear Shirt and Pant only.
- c. Driver, cleaner and the unloading crew should wear Helmets, and safety shoes.
- d. Truck platform to be free from rust, dents sharp areas and uneven surfaces.
- e. All the tyres should have proper treads.
- f. Head lights, indicators and reverse horn to be in working condition.

Signature of the Tenderer:

Date:

Seal:

- g. All the trucks should have a valid pollution / emission control certificate apart from other statutory requirements.
- h. Any person accompanying the truck should not be drunken and if found the truck will be blacklisted.
- i. The Crew members should adhere to customer premises rules & regulations and behave politely with the customers.
- j. Over all trucks should be in a well maintained condition.

Copy of the HSHE Policy of some of our vendors/customers shall be provided, if any, to successful Bidder and this must be strictly adhered at our vendor/customer premises.

5. VOLUME OF WORK

Schedule of quantities for transportation is mentioned in PRICE SCHEDULE (**Annexure-A**).

6. RATE

The rate should be kept firm during the period of contract. The quoted rate should include all statutory charges like R.T.O, licence, insurance charges, toll charges and all other incidental charges etc.

7. PRICE ESCALATION / DE-ESCALATION

- i. Escalation / De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- ii. Escalation/De-escalation clause shall be applicable only, when the impact of series of diesel price increase/decrease results in accumulated net increase/decrease of **Rs. 2.00/- per Litre (Rs. Two only).**
- iii. The escalated/de-escalated rate would be applicable from the 1st of the month following the month in which the accumulated impact reaches Rs. 2.00/- and above.
- iv. The formula for escalation / de-escalation of transport charges is as follows:
- v. **Escalation / De-escalation of transport rate in Rupees per truck will be**

* Fuel Factor	X	Base Rate for transportation as per contract.	X	Actual cumulative Increase / decrease in market diesel Price per litre in Chennai District subject to a min of Rs.2.00 / Litre.
				Prevailing market price of diesel per litre in Chennai District prior to increase / decrease.

- vi. **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. The fuel fact will be uniform for all successful bidders and destinations

Signature of the Tenderer:

Date:

Seal:

- vii. The current prevailing price at **Chennai** is **Rs. 65.38 per liter**, however prevailing diesel price among the public sector oil companies shall be taken as basis for arriving at the price escalation / De-escalation if any to be issued against this tender will be considered only from the date of finalizing / awarding the final rate against the tender.

8. PENALTY & RISK PURCHASE CLAUSE:

NON-PLACEMENT OF TRUCKS & DELIVERY: - The successful bidder shall place the trucks as per our requirement / daily call-ups and shall deliver the goods as directed by BL 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 successful bidder from their Security Deposit / Running Bills.

In the event of unsatisfactory performance or developments leading to creation of lack of confidence in the successful bidder at any stage of operation of the contract, the company reserves the right to cancel 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 successful bidder. If such failures is of frequent in nature during the contract period, the company at its discretion may also cancel the contract placed on the successful bidder for the remaining period of the contract and also forfeit the Security Deposit of the successful bidder. The company will be the sole judge in taking such a decision and will not be obliged to assign any reasons for its action. Such cancellation will be without prejudice and entirely at company's discretion.

9. CONTRACT PERIOD

From **Apr'18 to Mar'19** (tentatively). The contract period of one year shall be valid from the date of LOI / Purchase order Or till the completion of total order value; whichever is earlier, with the Company retaining an option for extension for further period of one year on same terms and conditions.

In case, where the new contractors (contractors under development) has quoted the lowest (L1) rate, order will be issued for a trial period of 3 months which can be renewed for the total period of one year based on satisfactory performance.

10. PAYMENT TERMS

Payment will be released in 30 days from the date of submission of duly certified bills.

11. SECURITY DEPOSIT BY WAY OF PERFORMANCE GUARANTEE/ CASH DEPOSIT

Performance guarantee / Cash Deposit for **5% of the total contract value sub to max of Rs. 25,000/-** shall be submitted by the successful bidder in the form of Bank Guarantee to cover loss / damage of materials / property during handling at SBU-LC, lack of interest to perform as per job order or failure to perform etc. The format of the Bank Guarantee will be provided by the company. The SD will be released on successful completion of contract.

If SD is not received within 15 days from date of LOI/WO, the amount will be deducted from the contractor's running bills until the required SD is accumulated.

Signature of the Tenderer:

Date:

Seal:

The Security Deposit paid by Pay Order/Demand Draft/Bank Transfer shall bear no interest and shall be refunded to successful bidder, only on successful completion of the tendered transportation service.

All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

The Security Deposit amount can be adjusted to the extent of EMD amount for the successful bidder.

Security deposit is liable to forfeiture in the event of:

- a. Not executing the job after Acceptance of Purchase Order.
- b. Successful Bidder fails to deliver the service as per the terms & condition of the Purchase Order.
- c. Successful Bidder violates the tender conditions.
- d. If the performance of the bidder is found to be unsatisfactory
- e. Any unilateral revision made by the successful bidder during the validity period of the contract.

12. FORCE MAJEURE CONDITIONS

If at any time during the continuance of the contract, the performance in whole or part by either party or obligation under the contract shall be prevented by reasons of any way, hostility, acts of public enemy, civil commotion, sabotage, fire not caused due to contractor's negligence, floods, explosion, earthquake, epidemics, quarantine, restrictions, strike, lock outs, change in Government policy or acts of Gods (hereinafter referred as events), then provided notice of the happenings of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance. The contract shall be resumed as soon as practicable after such events have come to an end or ceased to exit.

13. LIABILITY

The bidder would be fully responsible to ensure safety of lives, goods, vehicles, property within Balmer Lawrie premises. Any damage to life or property inside Balmer Lawrie due to negligence by the contractor's workmen would be to the account of the contractor.

14. SAFETY TO COMPANY'S PROPERTY

The contractor should ensure that during the time of operation there is no damage to the property, personnel of the company. In the event of such damage same will be repaired / compensated to the company at the cost of the contractor.

15. TERMINATION

The contract can be terminated by either party giving three clear months' notice in writing.

Without prejudice to BL's right or remedy available to BL, BL may terminate the Contract of any part thereof by a written notice to the bidder if:

- 1. The bidder fails to comply with any material term of the Contract.

Signature of the Tenderer:

Date:

Seal:

2. The bidder informs BL of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
3. The bidder fails to deliver the item within the stipulated Delivery Period
4. The bidder becomes bankrupt or goes into liquidation.
5. The bidder makes a general assignment for the benefit of creditors.
6. A receiver is appointed for any substantial property owned by the bidder.
7. The bidder has misrepresented to BL, acting on which misrepresentation, BL has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop the service.

On termination of the contract, without prejudice to any other right or remedy available to BL under the contract, in the event of BL suffering any loss on account of delayed delivery or non-delivery, BL reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit will be forfeited

16. TAXES, DUTIES, OCTROI & OTHER STATUTORY PAYMENTS

Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, Octroi, cess etc. now or hereafter imposed, increased, or modified and all the sales taxes, duties, octroi, cess etc. now enforce and hereafter increased, imposed or modified from time to time in respect of Work and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental Authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by Contractor and Contractor shall be responsible for compliance with obligations and restrictions imposed by the Labour Law or another law affecting employer employee relationship and Contractor further agrees to comply, and to secure the compliance of all Sub-contractors, with applicable Central, State Municipal and local laws and regulations and requirements of any Central, State or Local Employment Agency or authority, Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by contractor or Sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against Owner arising under, growing out of, or by reason of work provided for by this Contract, by third parties, or by / central or State Government Authority or any administrative sub-division thereof.

17. LABOUR LAWS

- (i) No Labour below the age of eighteen (18) years shall be employed on Work.
- (ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on Work.
- (iii) Contractor shall at his expense comply with all labour laws and keep Owner indemnified in respect thereof.
- (iv) In addition to above, rules and regulations as contained in Contract Labour (Regulation and Abolition) Act, 1970 will also be applicable for this contract. For the purpose of registration as per the above Act, Contractor may contact Owner for further details.

Signature of the Tenderer:

Date:

Seal:

- (v) Contractor shall secure full safety of the workers / employees engaged by him in the Site premises and shall take at his own cost, insurances and such other safety regulations for the said purpose.

18. INSURANCE

Contractor shall at his own expense carry out and maintain insurance with reputable companies to the satisfaction of the Owner as follows:

- (i) **Workmen's Compensation and Employees' Liability Insurance:**
Insurance shall effect for all contractors' employees engaged in the performance of this Contract. If any of the work is sublet, after necessary approval by the Owner, the contractor shall require the Sub-contractor to provide Workmen's Compensation and Employees' Liability Insurance for the Sub-contractor's employees, if such employees are not covered under the Contractor's Insurance.

In addition to what it is stipulated above the successful contractor shall execute Indemnity Bond to indemnify and hold harmless the Owner for complying with the provision of the following schemes/Acts, their amendments and subsequent related acts, if any:

- i) Provident Fund Act for P.F. Scheme for labourers engaged by the Contractor / Subcontractors.
- ii) Interstate Migrant Workmen ("Regulation of Employment and Conditions of Services) Act - 1979.
- iii) Minimum Wages Act - 1948.
- iv) Equal Remuneration Act - 1976.
- v) Workman's Compensation Act - 1923.
- vi) Contract Labour (Regulation & Abolition) Act – 1970.

19. ADDITION AND ALTERATION OF TERMS AND CONDITIONS

The company reserves the right to add / alter terms and conditions of the tender document including cancellation of the tender at any time till the completion of the contract without assigning any reason whatsoever.

20. ACCEPTANCE OF TENDER

The company reserves the right to accept or reject the offer in part or in full without assigning any reasons whatsoever and / Or to negotiate with tenderer(s) in the manner it considers suitable.

21. INDEMNITY

The contractor shall indemnify the company, for any financial or other losses that result to the company during the operation of the contract for over the actions/inactions on the part of the contractor, which has resulted in the liability of the company. In other words, the contractor shall continue to be responsible to the company in respect of any act of omissions/commissions performed during the tenure of the contract, even though the action may actually be initiated by an external agency or an individual or a statutory authority etc. much after the contract period had expired. The contractor shall be responsible for the acts of omissions and commissions that have taken place during the contract period.

Signature of the Tenderer:

Date:

Seal:

22. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of Chennai 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 Chennai will have exclusive jurisdiction to settle any dispute arising out of this contract.

WE ACCEPT ALL TERMS AND CONDITIONS AS STATED IN THIS TENDER.

DATE :

SIGNATURE OF THE TENDERER :

NAME OF THE TENDERER :

PHONE NO. FOR CONTACT :

EMAIL ID IF ANY, FOR CONTACT :

COMPANY SEAL :

Signature of the Tenderer:

Date:

Seal:

SCHEDULE OF QUANTITY & PRICE BID

SL No.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE IN Rs.	AMOUNT IN Rs.
(A)	Collection of Diesel: Transportation of empty barrels from BL to petrol bunk within Manali, and collection & transportation of diesel back to BL (upto 3 KL per trip)	trip	100	RATE TO BE QUOTED ONLINE ONLY	
(B)	Collection of Wax from IOC from Madhavaram Godown	MT	1300		
(C)	From transporters godown / parties located Within 15 km from Manali and vice versa a) upto 3MT per trip	trip	5		
	b) For more than 3MT and less than 5MT per trip	trip	3		
	c) For more than 5MT	MT	10		
(D)	From transporters godown / parties located in the range >15 km – 25km from Manali and vice versa a) upto 3MT per trip	trip	5		
	b) For more than 3MT and less than 5MT	trip	3		
	c) For more than 5MT	MT	10		
(E)	From transporters godown / parties located in the range >25 km –50km from Manali and vice versa a) upto 3MT per trip	trip	5		
	b) For more than 3MT and less than 5MT	trip	5		
	c) For more than 5MT	MT	10		
I	SUBTOTAL-I				

Signature of the Tenderer:

Date:

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Seal:

ANNEXURE-A

SL No.	ITEM DESCRIPTION	UNIT	QUANTITY	RATE IN Rs.	AMOUNT IN Rs.
(F)	From transporters godown / parties located in the range >50 km –100km from Manali and vice versa a) upto 3MT per trip b) For more than 3MT and less than 5MT c) For more than 5MT	trip trip MT	10 3 10	RATE TO BE QUOTED ONLINE ONLY	
II	SUBTOTAL-II				
III	GRAND TOTAL (I+II)				

Taxes are extra as applicable

Halting Charges:

Per Night** in Rs. _____

(**)- Halting charges for night will be considered only when the truck reaches BL factory premises on call up before 4:30 PM and if loading/unloading has not been completed due to unforeseen conditions.

NOTE: Loading/unloading if any, at locations other than Balmer Lawrie SBULC Manali factory, to transport contractor's account. Loading/unloading at Balmer Lawrie SBULC Manali factory - by BL

Quantity is indicative only (for one year), tolerance 10% applicable. It may vary based on our actual requirement. Interchange/swap of quantities, within the overall order value including tolerance is applicable.

The price will be evaluated including the halting charges and order will be awarded to lowest (L1) quoted tender including the halting charges.

Signature of the Tenderer:

Date:

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Seal:

Proforma of the Guarantee
(Bid Bond / Earnest Money Deposit)

Lawrie & Co. Ltd.

Whereas (Name of the bidder) (hereinafter called "the Bidder") has submitted its bid for the (purpose) (hereinafter called "the Bid") against Tender reference No: dated of M/S BALMER LAWRIE & CO. LTD. (Address- Local).

The conditions of Tender provide that the Bidder shall pay a sum of Rs. (Rupees only) (hereinafter called "the said amount") as full Earnest Money Deposit in the forms therein mentioned. The forms of payment of Earnest Money Deposit include guarantee to be executed by a Scheduled Bank.

The said (name and address of the Bidder) have approached us and at their request and in considerations of the premises we, (Name of the Bank) having our office at (address of the Bank) have agreed to give such guarantee as herein after mentioned.

Know All Men by these presents We, (name of the bank) of (address of the bank) having our office, inter alia, at (hereinafter called "the Bank") are bound unto BALMER LAWRIE & CO. LTD. (address) (hereinafter called "the Purchaser") in the sum of Rs (Rupees only) for which payment will truly be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents this ... day of, 1999.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay the Purchaser up to the said amount upon receipt of its first written demand, without the Purchaser having to substantiate their demand, provided that in their demand the Purchaser shall mention that the amount claimed by them is due owing to the occurrence of one or both of the two conditions.

This guarantee will remain in force upto (date of expiry) including the days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

- i) Our liability under the Bank Guarantee shall not exceed Rs. (Rupees only.)
 - ii) This Bank Guarantee shall be valid upto
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before (last date of validity)
- (name of the Bank) undertake not to revoke this guarantee during its currency except with your previous consent in writing.

We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do and execute this Guarantee under the Power of Attorney dated day of , 1999 granted to him by the Bank.

Yours faithfully,

..... (Signature of Bank)