



Balmer Lawrie & Co. Ltd

**32, Sattangadu Village, Manali,
Greases & Lubricants Division,
Chennai- 600 068**

TENDER NO: GLC/TE18/039 DT 19.02.2019 (DUE ON :01.03.2019) at 5:00 PM

APPOINTMENT OF LOCAL TRANSPORT CONTRACTOR FOR MOVEMENT OF BITUMEN (BULK) IN TANKER

Balmer Lawrie & Co. Ltd invites Bids for transportation of Bituminous Compound (Bulk Bitumen) **in tankers from IOCL/BPCL/HPCL –Chennai terminals to our, 32, Sattangadu Village, Manali Plant** in bulk/tankers [16 MT /18 MT/20 MT]. The overall quantity that will be uplifted is approximately 400 MT annually from any one of the oil companies as mentioned below-

Sl.No	Products & Destination	Rate per MT
1	Bituminous Compounds from BPCL Ex Chennai Terminal to Balmer Lawrie & Co. Ltd.– Manali Plant	
2	Bituminous Compounds from IOCL Ex Chennai Terminal to Balmer Lawrie & Co. Ltd. – Manali Plant	
3	Bituminous Compounds from HPCL Ex Chennai Terminal to Balmer Lawrie & Co. Ltd.– Manali Plant	

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. The SBU : Greases & Lubricants is one of the manufacturing businesses of the Company, having Head Quarters at P-43, Hide Road Extension, Kolkata – 700 088.
- ✓ The SBU: Grease & Lubricants Division, Chennai invites sealed offers from competent transporters for Transportation of various base Oils, lubricants and related products packed in Tankers. The annual loads mentioned are best estimates and not binding.
- ✓ The terms "BL", "Balmer Lawrie" and "Company", in the appropriate context means Balmer Lawrie & Co. Ltd. incorporated under the Companies Act, 1913 and having its registered office at 21, N S Road, Kolkata - 700 001.

2.0 CONTRACT PERIOD

- ✓ From **01.03.2019 to 29.02.2020(12 MONTHS PERIOD)**
- ✓ The contract can be extended on mutual agreement for another period of 6 months or Otherwise as agreed upon.



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

✓ The bidder shall submit interest-free Earnest Money Deposit of Rs. 5,000/- (Rupees five thousand only) by Pay Order / Demand Draft drawn in favour of "Balmer Lawrie & Co Ltd" payable at Chennai with the pre-qualification bid. Pre-qualification bid without EMD shall not be considered. The EMD shall be refunded to the unsuccessful bidders within 15 days 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

✓ EMD payment by online bank transfer is acceptable and Our Bank details as under :

✓ Name of the bank	: HDFC
✓ Name of the branch	: Anna Salai
✓ Address	: 759, ITC Centre, Anna Salai, Chennai
✓ Account no	: 00040310007394
✓ NEFT IFSC code	: HDFC00000004
✓ MICR code	: 600240002

✓ The successful Transporter (s) shall submit interest free SD of 5% of the order value rounded off to the nearest thousand subject to a maximum of Rs.1,00,000/- , by a demand draft or in lieu of that a Bank Guarantee from a Schedule "A" Bank, of equivalent amount as per 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 and forfeit the EMD without further reference to the bidder.

4.0 Provisions for Micro , Small and Medium Enterprises (MSME) :

- ✓ Qualification Criterion: MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F.No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- ✓ Micro & small scale units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.
- ✓ Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises. Such Micro and Small Enterprises shall be allowed to supply up to maximum **25 per cent** of total tendered quantity for the grade subject to assessment of operational feasibility by tendering authority.



5.0 RATES BASIS

The Rate basis shall be as under:

- ✓ Rates quoted shall be inclusive of incidental charges, if any applicable.
- ✓ The rate quoted shall remain firm during the contract period, except for escalation clause as defined later.
- ✓ Rates quoted shall be Rate/MT basis
- ✓ Weighment will be normally done at our premises. Our weighment shall be considered final.
- ✓ The company will cover transit Insurance.
- ✓ **Shortages:** A quantity tolerance of 0.25 % of Invoice/Challan quantity for each tanker is allowed for the transported quantity. For any shortages / variances in quantity above the tolerance allowed quantity will be recorded at the receiving end and transporter will be liable for such loss and same will be deducted from bills.
- ✓ In case of short deliveries, freight charges payable will be reduced in proportion to short quantity delivered.
- ✓ Trans-shipment is strictly prohibited, unless permitted by BL in writing.
- ✓ The transport company shall be registered under Carriers Act & "ON CARRIERS RISK" consignment note shall be issued. In case of shortage or damage, unconditional & unqualified short certificate to be issued.

6.0 ESCALATION / DE-ESCALATION

- ✓ The escalation / de-escalation will be payable when diesel price differential exceeds Rupee 2.00/Litre from the reference diesel rate.
- ✓ The reference Diesel rate shall be the ruling retail price of diesel charged by IOCL in chennai 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:

$$\text{Differential allowed in contract rate} = 0.25 \times \frac{\text{Original Contract rate} \times \text{Increase/Decrease in Diesel rate}}{\text{Reference Diesel Rate}}$$

*** Note : IOCL Diesel Price at Chennai prevailing on the date of online bidding tender** will be considered as Reference Diesel Price will be intimated to qualified transporters at the time of submission of Price Bids.



7.0 TRANSIT INSURANCE

- ✓ Transit Insurance will be covered by BL. However, the transporters 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 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)

- ✓ The transporter shall be responsible for obtaining from IOCL/HPCL/BPCL at Chennai 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 BL. 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.

9.0 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.**

10.0 NON PLACEMENT OF TANKERS AND RISK PURCHASE.

- ✓ Transporter shall be required to place tankers promptly (preferably within 24 hrs from the call up) in clean & dry condition. The transporter shall place the tankers at IOCL/HPCL/BPCL premises between 9.00 a.m. to 12.00 noon on working days and on holidays if required. Transporter will have to provide the tankers as per daily call up for loading the quantity of material scheduled . In case Transporter fails to place tankers as per **BL's call up with in 24 hrs of Call up time, 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. The differential amount will be recovered from running bills.**

11.0 TERMINATION OF CONTRACT.

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



12.0 FORCE MAJEURE

- ✓ 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.

- ✓ 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 GENERAL

- ✓ 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 agreed by BL.
- ✓ Transporter should have own office at Chennai and an authorised person with telephone/mobile 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 Tanker lorry only. No other mode of transport such as hand cart/rail etc. is permitted.
- ✓ The Company reserves the right to accept or reject any or all bids in full or part without assigning any causes.



- ✓ 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. 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.
- ✓ Please note that bids of any tenderer may be rejected if a conflict of interest arise between the bidder and company is detected at any stage.

<u>Safety clause</u>	The tenderer has to strictly adhere to the safety requirement(Safety Shoes) as per the Safety clause. Penalty of Rs. 500/- per day will be imposed if the contractor or his workers are found to be working without safety equipment in the specified areas under the safety purview as required for the above job. The contractor should give a written explanation if any of his worker is found to be working without PPE in the safety surveillance areas in the plant. Repetitive violation of safety requirements and regulations by the contractor or his worker will lead to termination of the contract awarded to the contractor.
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Note :

All tankers must comply with Safety guidelines as mentioned below.

- a) Drivers should possess a valid driving license.
- b) Tank trucks should have proper and valid insurance certificate, pollution certificate, road permit copy and other necessary documents.
- c) Each tank truck should have a cleaner.
- d) Driver, Cleaner should wear all necessary PPEs.
- e) All the tyres of tank trucks should have proper treads.
- f) Head lights, indicators and reverse horn of tank trucks should be in working condition.



Balmer Lawrie & Co. Ltd

14.0 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, 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 High Court of Chennai.

SENIOR MANAGER [SCM]

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