

Balmer Lawrie & Co. Ltd.

P-43, Hide Road Extn.

G&L Division, Kolkata – 700088

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Tender No. GLK/TE19/288, dtd 18.01.2020. Due on 23.01.2020 IST 6:00 pm [IST]

TENDER FOR TRANSPORTATION OF PETROLEUM FINISHED PRODUCTS FROM KOLKATA TO LALRU BY CLEAN TANK TRUCKS WITH NO RESIDUE OF ANY CONTAMINATION.

1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd a Govt of India Enterprise, under the Ministry of Petroleum & Natural Gases, have various business activities namely Greases & Lubricants, Industrial Packaging, Travel, Logistic Services, Speciality Containers, Tea Export, etc., with plants and offices at various locations in India.

The SBU: Grease & Lubricants Division at P-43, Hide Road Extension, Kolkata - 700088 invites Hard bid for outbound Transportation of petroleum products by bulk tank truck from Kolkata to Lalru in 18 KL tank load (minimum Qty). The loads mentioned are best estimates and not binding.

The term "BL" and "Balmer Lawrie" and "Company", in the appropriate context means Balmer Lawrie & Co. Ltd. registered under the Companies Act, 1913 and having its registered office at 21, N S Road, Kolkata - 700 001.

JOB DESCRIPTION:

Description	UOM	Qty
TRANSPORTATION OF PETROLEUM PRODUCTS OF 18 KL AND ABOVE CAPACITIES FROM KOLKATA TO LALRU	TRIP	01

- Base Load of 18 KL

2.0 Placement of vehicle:

- a) Transporters need to assure that tanker to be placed within 48 hours from the date of placement of callup / PO.
- b) Contract will be valid for 30 days from the date of placement of order/ contract.

3.0 QUALIFICATION/ELIGIBILITY CRITERIA

Bidder shall fulfil the following eligibility criteria:

- a. The bidder shall have executed at least one order for transportation of petroleum products through tanker in last three years with Govt. departments / PSU / Petroleum Oil companies and Private reputed Companies (copy of Purchase Order to be submitted).

4.0 RATES BASIS

The Rate basis shall be as under:

- a. The quoted rates should include all except GST with applicable rate.
- 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. 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.
- d. The rate quoted shall remain firm during the contract period.
- e. Rates quoted shall be on trip basis.
- f. **MEASUREMENT OF MATERIAL:** For all the receipts weighment shall be done at the factory of Customer and the same shall be final and binding. For the consignment deduction due to short receipt from payment to BL shall be debited to transporter's account.
- g. Trans-shipment is strictly prohibited, unless permitted by Balmer Lawrie & Company Limited in writing.
- h. Transit Insurance will be covered by Balmer Lawrie & Co. Ltd.
- i. Rates quoted shall be valid for acceptance up to 30 days from the date of due date of tender.
- j. Balmer Lawrie & Co Ltd shall not be responsible for the turnaround of trucks at either end, for any reason whatsoever. No detention charges shall be payable on any ground.

5.0 BASIS OF SELECTION: Selection will be based on final L-1 rate available on close hard bid.

6.0 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 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.

7.0 DELIVERY CHALLAN(S)

- a) 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.

- b) 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.

8.0 PAYMENT TERMS

- c) 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.
- d) Payment shall be made on clear proof of delivery against receipt of material indicated on transporter LR by receiving authority of consignee.

9.0 NON PLACEMENT OF VEHICLE AND RISK PURCHASE.

Transporter shall be required to place tankers promptly (preferably within 24 hrs from the call up) in clear dry condition. The transporter shall place the tankers 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, Balmer Lawrie & Co. Ltd. may, at their sole discretion, load the materials or return the tanker 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 tankers 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.

10.0 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 shall be forfeited

11.0 FORCE MAJEURE

- a) 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
- b) Any reason other than the above will not be considered as force majeure condition.
- c) 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.

12.0 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, 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.

13.0 TENDER CANCELLATION

The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.

14.0 GST Clause:

The vendor should compulsorily follow all the provisions of GST Law and in the event of any default of complying with any of the provisions of the GST Law, Balmer Lawrie would exercise the right for non-payment / withholding payment / black listing the vendor.

15.0 Submission of offer:

The Closed bid including the required supporting document along with the price bid (As per Annexure I) shall be submitted in a sealed envelope duly super scribed with the "Tender Number" and date of the tender to:

Sr.Manager (Supply Chain Management)

Balmer Lawrie & Co. Ltd.

SBU: Greases & Lubricants

P-43, Hide Road Extension,

KOLKATA - 700 088.

Phone Nos. 033 - 24500110, Fax No. 033 - 24392277

E-mail naha.ak@balmerlawrie.com

Last date of submission of Price bid (along with all the relevant document): **23.01.2020, 6.00 PM (IST)**

Price Bid Format: ANNEXURE I

Description	UOM	Qty	Rate per Trip
TRANSPORTATION OF PETROLEUM PRODUCTS OF 18 KL AND ABOVE CAPACITIES FROM KOLKATA TO LALRU	TRIP	01	