

Notice Inviting Tender

e-TENDER FOR OUTBOUND AND INBOUND
TRANSPORTATION OF GOODS

FROM & TO SILVASSA PLANT OF
BALMER LAWRIE & CO. LTD
(SAYALI, SILVASSA : 396230)

TENDER NO: GLS/TE20/012 , DATED 13/08/2020
DUE DATE : 19/08/2020 TILL 6.00 PM

PART-I (UN-PRICED BID)

Issued By:



Balmer Lawrie & Co. Ltd.
Purchase Department
Survey No. 201/1, Sayali
Silvassa – 396230

Declaration for GeM

“The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM.”

Subject :- e-tender for outbound and inbound Transportation of goods in and around Silvassa from Sayali, Silvassa.

1.0 Introduction

Balmer Lawrie & Co. Ltd. (Greases and Lubricants Division at Silvassa) intends to engage a transporter for carrying out local transportation from and to their plant at G&L Silvassa. The materials will be packed in barrels, cartons or any other packing or sometimes (though rarely) without packing.

Balmer Lawrie & Co. Ltd. (BL), invites tender from competent and experienced transporters with reasonable financial capabilities & resources to provide transport services for transportation of goods and products from and to Greases & Lubricants Plant at Survey No. 201/1, Sayali, Silvassa – 396230, UT of D&NH to various locations in and around Silvassa, Vapi and Daman.

2.0 Contract Period

One Year from the date of issue of contract. The contract period may be extended for a period of up to One Year on mutual agreement without change in Rates/Prices and tender terms.

3.0 Tender Documents

Tender Documents comprise two parts viz. Part-I (Un-priced Bid) covering Notice Inviting Tender, Pre-qualification criteria and scope of work. The Part-II of tender consists of probable locations and tentative quantity (No of Trips). Price bid to be uploaded online. Transporters **MUST NOT** submit price bid along with the technical bid.

4.0 Validity of Offer

The bidders will keep their offer valid for a period of 60 days from the date of tender.

5.0 Pre-Qualification Criteria

Refer appendix –B

6.0 EMD :- [As per details given below] and Offer without EMD would not be accepted from Non-MSME vendors. Please refer below for more details. Tenderers /Bidders are required to pay an EMD amount of Rs 5,000 by way of Demand Draft / A/C Payee pay order/ Bank Guarantee / NEFT/RTGS/IMPS/ Online Transfer. Proof of the same has to be submitted along with the unpriced bid. The Demand Draft should be drawn in favor of “Balmer Lawrie & Co. Ltd” payable at Silvassa for EMD. EMD in the form of Bank Guarantee as per the company’s specified format may also be submitted. EMD/Security Deposit can also be paid directly to our HDFC Bank Limited (Account No. 00740110000057 NEFT Code - IFSC “HDFC0000074”) through electronic transfer and proof of transfer of funds should be deposited with us. EMD of the unsuccessful Tenderers will be refunded after finalization of Tender. EMD shall not bear any interest. EMD of successful tender may be Bidder has to submit Rs 5000/- in the form of Demand Draft in favour of Balmer Lawrie & Co. Ltd payable at Silvassa. MSME/SSI registered company/unit has to submit the proof of registration to get the waiver of EMD. EMD of non-successful bidder would be returned after finalization of tender. EMD of successful bidder would be retained as security deposit till the execution of contract. Each page of the offer (enclosures) has to be acknowledged

by the bidder with their acceptance (signature company stamp). In case of offer, which are not found in line with our guidelines and Terms & Conditions, may subject to rejection.

Provisions for Micro and Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.

Qualification Criterion for MSE's for availing the above benefits:

MSE vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F: No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSE vendor under this tender. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

The above-mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured or serviced by them and no trading activity for the tendered item is undertaken by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.

All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

Bidder should read Government Notification dated 1st, June'2020 in respect of "New Definition of MSE" as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSEs.

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES NOTIFICATION

New Delhi, the 1st June, 2020

S.O. 1702(E).—In exercise of the powers conferred by sub-section (1) read with sub-section (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—

- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

Price bid over email/fax /sealed envelope are not acceptable & bidder has to quote the price on our e-proc portal only.

7.0 Security Deposit (SD)

The successful Transporter shall submit interest free SD of 2.5% of the order value rounded off to the nearest thousand by a demand draft or in lieu of DD a Bank Guarantee of equivalent amount (as per BG format of BL), towards the satisfactory execution of the order. The SD shall be furnished within 30 days from the date of receipt of order. In case of failure to furnish SD within the stipulated time, BL shall be entitled to terminate the order and EMD paid by the transporter/bidder will be forfeited.

8.0 Payment and other payment related Terms

The successful transporter shall submit the bills on monthly basis along with the L.R.copies / Invoice duly receipted by Consignee or assigned transporter of customer. Statutory deductions as per rules and Payment after 30 days from the date of submission of bills duly certified by our dispatch department.

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.

No detention charge would be given at any time during the contract period so vendor has to quote accordingly.

9.0 Risk Purchase

If the successful transporter fails to adhere to any time or commits any default or violation of any of the contractual obligations or causes any delay in the performance of any of his obligations, BL reserves the right to get the work done by any alternative agency or agencies at the risk and cost of the successful bidder. In such an event BL shall also be entitled to terminate the contract without any further notice.

10.0 Basis of Rates

The basis of rates shall be as under :

The rates are to be quoted per trip and they will not vary depending upon weight.
Maximum Load [Net Weight] per trip would be 3.5 MT only.

The Rate/Trip will remain firm during the period of contract. No Diesel Price Increase/Decrease would be considered for price revision. Vendor has to quote accordingly. Balmer Lawrie will not consider any request for price revision during the contract period.

The rates for return/inbound transportation from the customers/vendors located in/around the areas mentioned in Price-Bid will be 65% of the original rate.

For example, if the rate for Sayali to Khadoli is say, Rs. 1000 and if BL instructs the transporter to bring back the material from Khadoli on way back i.e. after delivering the material, the rate applicable will be 65% of Rs. 1000 i.e. Rs.650 (rate for return journey will be rounded off to nearest ten say, Rs.772 will be considered as Rs.770

and Rs.777 will be rounded off to Rs.780). The Loading Charges at Sayali, Silvassa will be borne by Transporter only. However, the unloading charges, if any, will be paid and also borne by the transporter. Further, it will be the responsibility of the transporter to pick up the material (Return Journey) from customer/vendor and deliver it right up to our factory at Silvassa. The unloading charges at Sayali, in such a case, will be borne by Transporter.

11.0 Basis of Selection

The selection of L1 bidder will be done on the basis of the Lowest Total Bid Value for entire contract basis. The price bid of technically qualified bidder/s would be opened and considered for final evaluation.

Preference to Make In India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – II local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

Vendor should note that only "Class I Local Supplier" are eligible to bid in this tender.

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate from the statutory auditor of the company or from a practicing cost accountant or practicing chartered accountant regarding the percentage of local content of the item (s). Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

Verification of local content

1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the

notice of other procurement entities, in the manner prescribed under paragraph (h) below.

SI No	Item(s) Description	Percentage of local content in your product(s)

Between MSE clause and Make In India (MII) clause:

If L1 is	Quantity Allocation		
MSE CLASS 1 supplier	100%		
Non – MSE CLASS I supplier	75%	<u>MSE</u> -25% subject to fulfillment of MSE price preference clause above	

Note:

1. MSE vendor will be given first preference – 25% of the split able quantity will be offered to the MSE vendors quoting within 15% of L1 price range and meeting MSE criteria as stated in 4.0 of tender clause.
2. Balance 75 % would go as per MII preference clause

12.0 Transit Insurance

Transit Insurance will be covered by BL. However, the transporters has to make necessary arrangement for conducting survey, lodge FIR, issue short/damage certificate towards any short delivery / damage during transit or at Customer's end. 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 BL to lodge the claims with the insurance company. 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.

13.0 Amendment / Re-allocation of the loads

The quantities in Trip mentioned against each destination are only indicative. They may be amended during operations to any extent. This will be, primarily, a rate contract limited by value for a period mentioned

14.0 Destinations and Tentative Number of Trips in a Year

Sr. No.	DESTINATION	ESTIMATED No of TRIPS FOR 12 MONTHS
1	Rakholi or Dattu Pada in Sayali	15
2	Vapi Direct	50
3	Silvassa Direct	200
4	Khadoli.	12
5	Silvassa & Vapi [On the way in single trip, two location delivery]	25
6	Khanvel	6
7	Daman	6
8	Morkhal	3
9	Plant to Vasona & return to Sayali	10
10	Extra Charge/Rate per consignment when points of delivery will be more than one point except Sr. No. 5	100
The Number of Trips mentioned above are only indicative and may change.		

15.0 Tender Submission (in hard copies)

“Un-priced Bid” in a sealed envelope super scribing the tender enquiry should reach our office on or before **the due date 19/08/2020 till 6.00 PM** at the address given below Technical Bid to be submitted complete in all respect in **a separate sealed cover (Un-priced Bid, Part-I) super scribed with Tender Number, Subject and due date.**

16. **Rejection of Bid:-** The bid of any bidder may be rejected if a conflict of interest between the bidder and BL is detected at any state. BL reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The decision of BL in this connection will be final.

17. **Delays**

Delay in Bidding

Late tenders / delayed tenders including postal delay and those not conforming to the prescribed terms and conditions will not be considered.

Delay in Service

The bidder shall try to render service as mentioned in the scope of work within the stipulated time. Delays in Service will attract Liquidated damages that is Rs 200/Day.

Delay due to Force Majeure

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the tenderer on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes ,lockdown due to any pandemic etc and strikes /lockout at Bidder's works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise BL by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days

from the beginning and end of such cause of Force majeure condition as defined above.

BL reserves the right to ask Bidder to suspend despatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond BL's control.

18. Sub-Contracts

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of BL. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to BL together with the assignee, for and in respect of the due performance of the contract and the bidder's obligations there under.

19. Control Regulations

Successful bidder warrants that all goods/materials/service covered by this order have been produced, sold, despatched, delivered and furnished in strict compliance with all applicable laws regulations, labour agreement, working conditions and technical codes and statutory requirements as applicable from time to time. All laws and regulations required to be incorporated in executing this tender are hereby deemed to be incorporated by this reference. Owner can disown any responsibility for any irregularity or contravention of any of the statutory regulations in the manufacture or supply of goods/service covered in the order. The Bidder shall ensure compliance with the above and shall indemnify tenderer against any actions, damages, costs and expenses of any failure to comply as aforesaid.

Termination

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:

The bidder fails to comply with any material/service term of the Contract.

The bidder informs BL of its inability to deliver the item/service or any part thereof within the stipulated Delivery/Contract Period or such inability otherwise becomes apparent.

The bidder fails to deliver the item/service within the stipulated Delivery/Contract Period and/or to replace any rejected or defective material promptly.

The bidder becomes bankrupt or goes into liquidation.

The bidder makes a general assignment for the benefit of creditors.

A receiver is appointed for any substantial property owned by the bidder.

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 supply.

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/service 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 .

For clarifications required, if any, please contact the undersigned during office hrs.

Please acknowledge receipt and confirm your participation in this tender.

Thanking you,

Yours faithfully,

For **Balmer Lawrie & Co. Ltd.**

SHOBHIT SRIVASTAVA
Manager (Purchase)

APPENDIX-A

DETAILS OF BIDDER

Sr.	Particulars	
1	Name of Bidder	
2	Full Postal address of the office with Phone No., Fax No., e-mail ID and Cell no. of concerned person	
3	State whether proprietary / Partnership / Pvt. / Public Ltd. Company	
4	Bankers' Name with Branch Name and full address of the branch	
5	Bank Account Number	
6	Type of Bank Account (Current/SB)	
7	Name appearing in Bank Account	
8	MICR Code of the Bank/Branch	
9	IFSC Code of the Bank	
10	EMD Details – DD/Pay Order No Date, Amount& name of the bank	

Company Seal	Signature	
	Name	

PRE-QUALIFICATION CRITERIA

Name and address of the company :

Sl. No.	PRE-QUALIFICATION CRITERIA	DOCUMENTS REQUIRED	Submitted Yes/ No
1	Transporters should have minimum Two tempos registered in name of owner/firm or spouse of owner or in name of an associate	Documentary evidence such as the photocopies of the Registration Certificates to be attached with the offer or a letter of an associate	
2	Transporter should have minimum 2 years' experience 5y6 of Transportation	Copies of the contract / PO/ Certificate else self-declaration to be attached	
3	Minimum Annual Turnover of Rs.5 Lacs in any one year of the last three years (2017-18, 2018-2019 and/or in 2019-2020).	Order Copy or certificate of the party for whom vendor worked or certificate of a Chartered Accountant or IT Return or Self-Declaration stating Turnover	
4	IT Registration No.	Copy of Registration No.	
5	Permanent Account No. (PAN No.)	Copy of Pan card	
6	Insurance of Vehicle	Copy of insurance policy to be attached	

The Price Bid of only those bidders who full-fill the above stated Pre-qualification criteria will be considered and intimation will be given to them to submit price bid.

Notice Inviting Tender

e-TENDER
FOR OUTBOUND AND INBOUND
TRANSPORTATION OF GOODS

FROM & TO SILVASSA PLANT OF
BALMER LAWRIE & CO. LTD
(SAYALI, SILVASSA : 396230)

TENDER NO: GLS/TE20/012 , DATED 12/08/2020
DUE DATE : 19/08/2020 TILL 6.00 PM

PART-II (PRICE BID)

Issued By:



Balmer Lawrie & Co. Ltd.
Purchase Department
Survey No. 201/1, Sayli
Silvassa – 396230

BALMER LAWRIE & CO. LTD
SURVEY NO 201/1,SAYLI – SILVASSA-396230
TENDER NO: GLS/TE20/012 , DATED 13/08/2020
DUE DATE : 19/08/2020 TILL 6.00 PM

PART II - PRICE SCHEDULE

(To be submitted On-line only)

All-inclusive Rate i.e. inclusive of Loading & Unloading Charges for Jobs specified in the Tender Document.

Sr. No.	DESTINATION	ESTIMATED No of TRIPS FOR 12 MONTHS	Rate Per Trip	Total Basic Value
		A	B	A x B
1	Rakholi or Dattu Pada in Sayali	15		
2	Vapi Direct	50		
3	Silvassa Direct	200		
4	Khadoli.	12		
5	Silvassa & Vapi [On the way in single trip, two location delivery]	25		
6	Khanvel	6		
7	Daman	6		
8	Morkhal	3		
9	Plant to Vasona & return to Sayali	10		
10	Extra Charge/Rate per consignment when points of delivery will be more than one point except Sr. No. 5	100		
Total Basic Value for entire contract in terms of Rs				
The Number of Trips mentioned above are only indicative and may change.				

Note:-

- 1. TRIPS CAN BE REALLOCATED / INTERCHANGED TO ANY EXTENT AS PER BL's REQUIREMENT.**
- 2. Maximum load Per trip would be 3.5 MT only and it would be Net Load.**
- 3. This is fixed price contract so quote accordingly. No Price Increase/Decrease would be considered during the contract period.**

Name of the Bidder

Signature with stamp

Contact No.

Registration with eProcurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website <https://balmerlawrie.eproc.in>

Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for 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.

Contact Person (Monday to Friday)	E-Mail ID	Tel. No.
Mr.Tirtha Das (Kolkata)	tirtha.das@c1india.com	9163254290
Mr.Partha Ghosh (Kolkata)	partha.ghosh@c1india.com	8811093299
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	022-66865608
Helpdesk Support (Kolkata)		8017272644

Address: M/s C1 India Pvt Ltd., C104, Sector – 2, Noida 201 301.

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. should not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids should not be saved by the system and are not available for the Tender Inviting Authority for processing. Before uploading scanned documents, the bidders should sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt Ltd.

Vendor's company:

Contact Person:

Contact Number:

Signature with
official stamp

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 E-Procurement platform. The Company calling for tenders should not be responsible for any claims/problems arising out of this.

Disclaimer Clause:

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. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

TENDER CANCELLATION CLAUSE: Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same.

Factory Rule: Your driver/cleaner has to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

Responsibility of the vendor: The vendor shall be responsible for any damage caused to the property and/or machinery (including its any part) of BL, directly and/or indirectly incidental to and connected with the execution of the work and shall be liable to indemnify the value of such damaged property and/or machinery.