

Balmer Lawrie & Co. Ltd.

P-43, Hide Road Extn.

G&L Division, Kolkata – 700088

Phone: 033-24500133 Fax: 033-24392277

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Tender No. GLK/TE20/158, dtd 27.10.2020 Due on 09.11.2020 IST 3:00 pm [IST]

“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.”

TENDER FOR TRANSPORTATION OF PETROLEUM FINISHED PRODUCTS FROM KOLKATA TO BOKARO 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 online bid for outbound Transportation of petroleum products by bulk tank truck from Kolkata to Bokaro 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 BOKARO	TRIP	06

- Base Load of 18 KL

2.0 Placement of vehicle:

- a) Transporters need to assure that tanker to be placed within 72 hours from the date of placement of callup / PO.
- b) Contract will be valid up to 31.03.2021 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 weightment 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 L1 rate available on close online bid.

6.0 Provisions for Micro & 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.

- a. Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
- b. Preference for Price Quotation in tenders: Qualifying Micro and Small Enterprises quoting price within price band of L1+15%, will qualify 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 25 per cent of total tendered quantity for the particular grade(s)/item(s) at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSE bidder matches non-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band (L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid."

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

- a. 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.
- b. 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.
- c. 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

9.1 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.

Class I local service provider will be given purchase preferences as per preference to Make In India Policy order of Govt. of India (Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable after netting off the quantity allotted to qualified MSE bidder (if any), as per the MSE clause of the Tender.

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate on your letter head duly signed by authorized person and giving the percentage of local content of the service(s) to be provided by you. 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.

SI No	Service s) Description	Percentage of local content in your service(s)
	Tanker Transportation to Bokaro	

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.

7.0 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.

8.0 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.

9.0 PAYMENT TERMS

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

10.0 NON PLACEMENT OF VEHICLE AND RISK PURCHASE.

Transporter shall be required to place tankers promptly (preferably within 72 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 3 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.

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 shall be forfeited

12.0 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/ Lock Down
 - Natural Calamities
 - Decrees of any Government or Governmental Authority.
 - Revolution
 - Wars
 - Acts of enemies of the state.
 - Riots
 - Pandemic/ Epidemic
- 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.

13.0 ARBITRATION & JURISDICTION

Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India.

All disputes, differences and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties or liabilities under it of the Parties shall be referred to **Arbitration**. The procedure of the **Arbitration** shall be governed under the **Arbitration and Conciliation Act, 1996** (as amended) and the rules thereunder as may be in force from time to time. The **Arbitration** proceedings shall be conducted in English language. The Seat of **Arbitration** shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award.

Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India. In relation to any legal action or

proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

14.0 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.

15.0 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.

16.0 CONDITIONS FOR ONLINE BID SUBMISSION

1.0 Procedure for Bid Submission

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.eproc/.in> by following the procedure given below. The bidder would be required to register on the e-procurement market place at <https://balmerlawrie.eproc/.in> and submit their bids online. No offline 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 e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., if required, in support of their eligibility criteria/technical bids in the e-procurement web site. However, bulky documents need not be scanned and uploaded but physical copy of the same should be sent to the Tender Inviting Authority office before the tender opening date. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

2.0 Registration with e-Procurement 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>

3.0 Digital Certificate authentication

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

M/s C1 India Pvt Ltd.

C104, Sector 2, Noida - 201301

Contact person :

Mr.Tuhin Ghosh, Ph- 08981165071 : e-mail: tuhin.ghosh@c1india.com

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Jr. Officer (Stores & Purchase)

Balmer Lawrie & Co. Ltd.

SBU: Greases & Lubricants

P-43, Hide Road Extension,

KOLKATA - 700 088.

Phone Nos. 033 - 24500133, Fax No. 033 - 24392277

E-mail- karmakar.sd@balmerlawrie.com

Last date of submission of online bid (along with all the relevant document):

Price Bid Format: ANNEXURE I

Description	UOM	Qty	Rate per Trip
TRANSPORTATION OF PETROLEUM PRODUCTS OF 18 KL AND ABOVE CAPACITIES FROM KOLKATA TO BOKARO	TRIP	06	