Enquiry No. : GLS/TE20/029 Dated 28/10/2020

Due on 02/11/2020 [6.00 PM]



SBU: Greases & Lubricants : Silvassa

Survey No. 201/1, Sayali ,; SILVASSA - 396 230. E-mail : srivastava.sk@balmerlawrie.com

Enquiry No. : GLS/TE20/029 Dated 28/10/2020 M/s____

Due on 02/11/2020 [6.00 PM]

TENDERs are invited through Online Bids from registered transporters followed by reverse auction for Transportation of BITUMEN in Tankers [18/20/22 MT capacity] from Mumbai to Silvassa

Balmer Lawrie & Co Ltd , (A Government of India Enterprise) invites Two Part Bids for transportation of Bitumen in Tankers [18/20/22 MT capacity] from Mumbai to Silvassa

| Sr. No | DESTINATION (Area of Transportation) | Qty for 18 Months in MT [± 10%] | UNIT | TANKER CAPACITY |
|-----------|--|--|------|--------------------|
| 1 | From Mumbai : [IOCL - Trombay / HPCL - Mahul / BPCL Wadibuder & Mahul or any other location in Mumbai] to BL Sayali, SILVASSA | 400 | MT | 18/20/22 MT |

Nos. of Trips / Annum: - approx 20 Nos Trips.

Note: Above mentioned quantities and trips are indicative only and it can vary as per actual requirement of the our plant.

TENDER DOCUMENTS:

The tender documents will be available on any working day within period specified in Notice Inviting Tender (NIT), during 9.00 AM to 6.00 PM only at the following address :

Purchase Department BALMER LAWRIE & CO. LIMITED. **GREASES & LUBRICANTS DIVISION** SURVEY NO. 201/1, P.O. - SAYLI SILVASSA (U.T. : D*NH) - 396 230 The tender document can also be downloaded from our website www.balmerlawrie.com

Declaration for GeM

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

SUBMISSION OF OFFER :

The vendor should submit a cover super-scribed as "Enquiry No. : GLS/TE20/029 Dated 28/10/2020 Due on 02/11/2020 [6.00 PM] for **TRANSPORTATION OF BITUMEN**".

Above cover should contain two envelopes inside it.

In one envelope bidders should insert DD of EMD or Details of Online Payment of EMD and other technical information (like details of Tankers, proof of experience, Turnover, etc.) as per Annexure – I of this tender enquiry. On top of this envelope, the vendors should mention (super-scribe) as "Technical Information".

- Tenders received after the due date & time will not be considered.
- The offers will remain valid for 60 days from the opening of Price Bid of tender unless extended by mutual consent in writing.
- Balmer Lawrie & Co. Ltd. reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

EARNEST MONEY DEPOSIT (EMD)

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 20,000 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. MSME/SSI registered company/unit has to submit the proof of registration [As per below clause] to get the waver of EMD.EMD of successful bidder would be retained as a part of 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.

- 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."

с. .

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

- d. 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.
- e. 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.
- f. 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, Section3, 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

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.

Non-Local supplier' means a supplier OR service provider, whose goods, services or f works offered for procurement, has local content less than or equal to 20%, as defined under this Order. In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head 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.

This tender is for Class-I, Local Supplier only so vendor has to give the declaration of the same.

TECHNICAL QUALIFICATION / 'PRE BID' CRITERIA

- No. of Tank Lorries : At least ten (5 Nos) tank-lorries of 18/20/22 MT capacity (total 5 tankers having capacity either of 18 MT or of 20 MT or of 22 MT combined) offered. The Tankers must be owned by the Tenderer/Bidder in their name (i.e. in name of the Firm or Partner or Director or Proprietor). In short, Transporter should have minimum 10 Tankers that can be used for transportation of Bitumen.
- Age of Qualifications : Age of vehicles offered should not exceed ten (10) years
- **Minimum Turnover** : The transporter should have a minimum turnover of Rs 25 Lakhs in any one of the last three financial years but above 10 Lakhs in each of the last 3 years. Documentary evidence such as Profit and Loss Account and Balance Sheets of the financial years 2016-17, 2017-18 & 2018-19, duly certified by Chartered Accountant, should be attached.
- **Experience:-** The bidder shall have minimum 3 years experience in transportation of Bitumen [Copy of certificates or Purchase Orders in support of experience should be attached]
- The quantity to be delivered shown in tender document is indicative/estimated and is subject to change.
- **Tank-lorries** quoted in the tender should have all valid documents such as calibration certificate; registration certificates etc and that should remain valid throughout the period of the contract.
- The contractor's tanker should be calibrated by weights and measures department, Govt. of Maharashtra/D&NH/Gujarat Or any approved Government Institute. This documents must be produced as and when required and it will be cross-checked by BL any time.

PARTICIPATION IN PRICE BID

- The Online Price/Commercial Bids of the bidders who successfully meet the prequalification criteria will be opened/considered. Further information about date & time of Reverse Auction shall be provided subsequently. Successful bidders will be allotted ID login and password to enable them to participate in reverse auction.
- Balmer Lawrie & Co. Ltd. reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.

TENDER TERMS & CONDITIONS FOR PRICE BID

- Prices have to be quoted in Rs/MT basis. This should be valid for tankers irrespective of their sizes (18 MT, 20 MT & 22 MT) and company will pay the freight on Rs/MT Basis..
- Rates offered would be valid and binding on the tenderer for 60 days from the opening date of Price Bid of this tender. During the validity period, tenderer will not be allowed either to withdraw or revise his offer. Breach of this provision will entail forfeiture of the Earnest Money Deposit. The rates will be valid for the entire contractual period subject to escalation/de-escalation clause as explained , later on , in this tender.
- Balmer Lawrie & Co. Ltd reserves the right without assigning any reason whatsoever, to:
 - Negotiate the Rate with any or all tenderers,
 - Divide the work among Carriers,
 - Reject any or all tenders either in full or in part, and
 - Engage additional Carriers / tank-lorries at any time without giving any notice whatsoever to the Carrier/s already appointed against this Tender.
- The tenderer should study all the operations/local conditions at the loading/unloading points. BL would presume bidders have acquainted themselves with the existing working conditions, at the location of loading as well as unloading, before submission of the tender.
- Balmer Lawrie & Co. Ltd will not be responsible for any delay under any circumstances whatsoever in loading the material promptly.
- **BASIS of RATES :-** The Rate basis shall be as under:
 - a. Rates quoted shall be inclusive of all charges but excluding GST if any.
 - b. The rate quoted shall remain firm during the contract period, except for escalation/deescalation clause as defined later.
 - c. Rates quoted shall be for Rs./MT basis .
 - d. The company will cover transit Insurance.
 - e. No shortage shall be allowed. If BL decides to allow it in line with trade practice, then BL will decide quantum/percentage of it and the transporter will have no say in it.
 - f. In case of shortage, proportionate value of the material would be deducted from the freight payable. The method of deduction will be discretion of Balmer Lawrie. Bitumen being a heavy/sticky material, the net quantity unloaded is sometimes substantially high (as the material can stick to the walls of the tanker) in one load but can be extra in another load when the material already sticking to the walls of the tanker gets melted while unloading. BL may adjust such extra quantity received against the shortage in other loads deducting the net-off shortage. However, transporter will not be paid for the material value if overall net quantity is more than loaded/billed quantity.
- The transporters will be paid for a quantity rounded-off to the closest integer in terms of MT.

- **OPENING OF TENDER:-** After scrutiny of the "technical bids" by Balmer Lawrie & Co. Ltd, the offers (Rates/Prices) of the eligible tenderers will be opened for further action as explained above.
- **Clarification** can be obtained in person or in writing from the undersigned during working hours before the last date of submission of bids.

PROCEDURE OF ON-LINE REVERSE AUCTION

Bidders successfully meeting the pre-qualification criteria will be informed about date & time of Reverse Auction and shall be allotted ID log-in and password to enable them to participate in on-line Reverse Auction..

• The Start Bid Price (SBP) and Minimum Decrement amount shall be communicated on-line at the Commencement of the reverse auction.

ALLOTMENT OF JOB

 The job will be allotted to (order will be placed on) the vendor whose rate is lowest in Reverse Auction. However, the MSME vendors quoting price within price band of L1+15 per cent can get a portion of the order (not above 25%) by bringing down price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise MSME vendor must confirm that their UAN No has been uploaded on CPPP website as required by Ministry of MSME vide circular no F: No21 (17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.

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 Mumbai on the date of Reverse Auction. The escalation/ de-escalation shall be worked out rounded off to the nearest rupee as per the following formula ;

| ך Differential applicable | = | 0.25 x Original Contract rate x Increase/Decrease in Diesel | |
|---------------------------|---|---|--|
| in contract rate \int | | Reference Diesel Rate | |

For Example :

| If Contract rate is ₹ 1200 PMT i.e. | Diesel Rate (₹ / Ltr) | Differential as per above formula | Rate for 20 MT with Base Rate of 1200 PMT after Escalation/De-escalation |
|--|-------------------------------|---|--|
| ₹. 24,000 per Tanker of 20 MT with | 66.00 | Nil since hike in Diesel Rate is for less than ₹ 2 | Rs. 24000/- per Tanker |
| Reference Diesel Price – ₹.65/Litre | 68.00 | Rs. 277/- | Rs. 24277/- per Tanker |
| | 71.00 | Rs. 577/- | Rs. 24554/- per Tanker |
| | 63.50 | Nil since decrease in Diesel Rate is less than ₹ 2 | Rs. 24000/- per Tanker |
| | 60.00 | ₹. (462) Decrease | Rs. 23538/- per Tanker |
| Amounts are Rounded-off to nearest Rupee | | | |

SCOPE OF THE SUCCESSFUL VENDOR

GENERAL

- After completion of relevant process the successful bidder will be notified by issuing PO/ LOI.
- Security Deposit: The successful bidder has to submit the 5% as a security deposit by demand draft or Bank guarantee towards the successful execution of contract. It has to be deposited within 15 days from the date of placement of Purchase order/LOI. In case of failure to submit the same, Balmer Lawrie & Co. Ltd. will be at liberty to terminate the contract and forfeit the EMD.
- Contract would be valid for one year from the date of placement of P.O. / LOI.
- BL will give intimation to transporter in advance for placing the tanker. BL reserves the right to deduct L.D. @ ½ % from the transportation bill if placement of tanker is delayed beyond 3 working days.
- The vendor will be required to weigh the tanker at our weigh bridge or the nearest public weigh bridge [If our weigh bridge is under repairs] before/after delivery and the weigh slip (Gross/Tare/Nett) together with supplier's challans must be handed over to the receiving staff at the factory. Any variation found in Net Quantity/Weight will be deducted from freight payable to the transporter. BL may agree to send the tankers for weighing outside if the transporter desires so. However, the cost of the same will be borne by the transporter. Moreover, it will not be mandatory on BL to weigh tankers outside every time even if transporter desires so. It will be BL's sole discretion whether to send tankers to weigh outside or not.
- The vendor will be held responsible for any damage done to the property of the company by his tanker and labour while operating inside the company premises. The vendor will be advised in writing of such damages and the vendor should undertake repair to damaged property within 7 days of our intimation, failing which the company will be forced to carry out the repairs and recover the cost incurred from the vendor.
- The vendor must agree to keep the company fully absolved from all legal responsibilities from any accident etc to his staff and /or laborers working during the operations.
- The tankers employed for taking delivery must adequately be covered under the Motor Vehicle Act. Similarly drivers should have valid driving licenses. The contract will be placed on strict understanding that the venor has indemnified us against any Government action against him or his vehicle or his driver when on duty.
- No detention charges whatsoever will be paid in any condition.
- Public Carrier Vehicle Operators (PCVOs) /Tank Lorries blacklisted by any of the Oil companies /Govt. Companies are not to be placed.
- In the event of unsatisfactory performance or development leading to creation of lack of confidence in the contractor at any stage of operation of the contract, the company reserves the right to cancel the contract. The company will be the sole judge in taking such a decision

and will not be obliged to assign any reason for its action. Such cancellation will be without prejudice and entirely at Company's discretion.

- All the legal dispute would be resolved in Silvassa Judicial Region only.
- The persons engaged by the vendor are responsible to abide by the all rules and regulation including all safety norms.

• TRANSIT INSURANCE

Transit Insurance will be covered by Balmer Lawrie & Co. Ltd.. However, the vendors has to make necessary arrangement for conducting survey, lodge FIR for en-route 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 vendor's relevant bill for such cases will be settled only after the required documents are received. The vendor 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 vendor fails to provide such documentation as required by the insurance company, then Balmer Lawrie & Co. Ltd. shall recover from the vendor the equivalent value towards the loss. Any damage/ pilferage caused by the vendor's tanker / workman within Balmer Lawrie & Co. Ltd.spremises and /or at customer's end.

PAYMENT TERM

Payment will be released by BL after availing credit of 30 days from the date of submission of bills along with supporting documents i.e. copy of supplier's bill mentioning quantity, transporter's vehicle number, LR (Goods Consignment Note) No/ date, destination, etc.

• NON PLACEMENT OF TANKERS AND RISK PURCHASE. Transporter shall be required to place tankers promptly (preferably within a day from the call up). In case Transporter fails to place tanker as per BL's call up even after 3 days from the call up date, BL shall be at liberty in transporting Bitumen by engaging any other transporter at the risk and cost of the contractor without further reference to the transporter. BL also reserves its right to deduct ½ % amount from the freight bill if tanker is not placed within 3 working days from the date of intimation. If BL observes that loaded tankers are reporting late and are taking abnormal transit time then company reserves the right to take necessary action and it could be cause of entire freight deduction for that trip.

• 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.

• <u>GST Clause –</u> "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.

• 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:

- 1. Declared Strike / Bandhs/Lockout
- 2. Natural Calamities
- 3. Decrees of any Government or Governmental Authority.
- 4. Revolution
- 5. Wars
- 6. Acts of enemies of the state.
- 7. Riots
- 8. Pandemic declared by Government

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.

<u>CONTRACT PERIOD</u>

The contract period will be valid upto 18 months from the issuing of L.O.I/PO.

For Balmer Lawrie & Co Ltd

Shobhit Srivastava Manager-Purchase

Enclosure of Tender [Annexure-I]

- 1. Covering letter listing all enclosures.
- 2. Particulars of tank-lorry/s offered along with valid RC documents
- 3. Enclose EMD Demand Draft/Proof of Online Payment of EMD, which should be drawn In favour of Balmer Lawrie & Co. Ltd. Payable either at Vapi or at Silvassa. If EMD for an earlier/completed contract is already lying with BL (and it is refundable to the vendor), the tenderer should mention by way of a letter giving reference of earlier DD/Pay order asking BL to consider the same as EMD for the new contract.
- 4. Attested acknowledged copy of PAN card and Ward/Circle/District where assessed to Income Tax.
- 5. Experience letter(s) or Contracts or Purchase/Works Orders to substantiate the claim that the transporter has been doing this kind of transportation during last 3 years
- 6. Attested copies of three years audited reports i.e. 2016-17, 2017-18 and 2018-2019 substantiating Annual Turnover above 10 Lakhs in each year and above 25 Lakhs in at least one of the last three years.
- 7. Attested copies of Trading License or Company Registration Certificate.
- 8. Attested copies of Partnership Deed or Certificate of Incorporation.
- 9. Attested copies of valid Registration Certificate, Insurance Policy, Calibration Certificate and fitness certificate for petroleum product for each of the tank-lorries offered.
- 10. If at any moment Balmer Lawrie & Co. Ltd. finds that above said documents are illegal/forged/wrong/Incomplete/not valid /expired, Balmer Lawrie can cancel the contract and take necessary legal action & can also black list the company.

Above mentioned TECHNICAL QUALIFICATION/PRE BID CRITERIA enclosures have to be submitted in ONLINE as well as one sealed envelope.Online Price Bids of only those transporters who qualify technically will be opened. The Price/Rate Bid has to be quoted Online only. Technical Bid [Un-price Bid] envelop must reach to our office address on or before 02/11/2020 [6.00 PM]

SHOBHIT KUMAR SRIVASTAVA Manager [Purchase] BALMER LAWRIE & CO. LTD. Greases & Lubricants Division, 201/1, Sayli Rakholi Road, Post Office - Sayli, SILVASSA – PIN - 396 230 Phone: 90990 84731 & 90990 84732 (Extn. 12) and 9898896501

<u>Annexure – II</u>

Reference :- PRICE BID FOR TRANSPORTATION

| 1 Mumbai : [IOCL - Trombay / HPCL - Haybumder & Mahul / BPCL Wadibuder & Mahul or any other location in Mumbai] to BL SILVASSA 20 TRIPS IN 18 months 0r Qty 400 MT +/- 10% | Sr. No. | BITUMEN TRANSPORTATION THROUGH 18/20/22 MT TANKERS FROM MUMBAI TO SILVASSA | ESTIMATED No of TRIPS | RATE / PRICE PER MT (ALL INCLUSIVE) |
|---|------------|--|--------------------------|---|
| | 1 | Haybumder & Mahul / BPCL Wadibuder & Mahul or any other location in Mumbai] to | 18 months Or Qty 400 | |

TENDER SUBMISSION

The intending bidders shall be deemed to have visited the site and familiarise themselves thoroughly with the prevailing site conditions before submission of the tender. Non familiarity with the site conditions and non-visit to site will not be considered reason either for extra claim or for not carrying out the work in strict conformity with the drawing, specification and time schedule. The tenderer is required to register on the e-procurement site https://balmerlawrie.eproc.in and submit their bids online.

For registration and online bid submission tenderer may contact the following officials at the HELP DESK of M/s C1 India on browsing to the website <u>https://balmerlawrie.eproc.in</u> during business hours (10:00 a.m. to 06:30 p.m.) from Monday to Friday (Excluding holidays of the Company):

| Tirtha Das | tirtha.das@c1india.com | +91-91632 54290 |
|----------------------|-------------------------|-----------------|
| Tuhin Ghosh | tuhin.ghosh@c1india.com | +91-8981165071 |
| Siva Kumar (Chennai) | siva.kumar@c1india.com | +91-90427 73377 |
| Ravi Gaiwal (Mumbai) | ravi.gaiwal@c1india.com | +91-96193 79192 |

The tenderer 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 tenderer will not be accepted on the e-procurement platform.

All the tenderers who do not have digital certificates need to obtain Digital Certificate (with both Signing and Encryption Components). They may contact help desk of M/s C1 India.

The tenderer shall furnish the original Demand Draft for Tender fee and Demand Draft /BG for EMD to the tender inviting authority so as to reach on or before the due date and time of the Tender either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of tenderer. The Company shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the tenderer is found to be false/fabricated/bogus, the tenderer is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution. The tenderer is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy.

The bidders found defaulting in submission of hard copies of original Demand Draft for BG for EMD and other documents to the Tender Inviting Authority on or before the stipulated time in the Tender will not be permitted to participate in the Tender.

The bidder is requested to read all the terms and conditions mentioned in the tender Document and seek clarification if any from if in doubt from Sri S K Srivastava.

The bidder should keep track of any Addendum / Corrigendum / Amendment issued by the Tender Inviting Authority on time-to-time basis in Company's website (www. Balmerlawrie.com) and e-procurement site (<u>https://balmerlawrie.eproc.in</u>). Company calling for tenders should not be responsible for any claims/problems arising out of this.

Tender Cancellation Clause

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.

The tenderer 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 process and steps. M/s C1 India is not responsible for incomplete bid submission by users. Tenderers 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.

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

The hardcopies of the Bid Documents as explained above and also defined in clause no. 2.0 of Condition of Contract under sealed envelope should reach the office of **at, Balmer Lawrie & Co. Ltd, Survey No 201/1,Sayli Silvassa** on or before the due date of submission of tender. The Bidders who are submitting the Bids in person are requested to drop the same in our tender box located at the entrance of 1nd floor at the above address.