



Balmer Lawrie & Co. Ltd

**32, Sattangadu Village, Manali,
Greases & Lubricants Division,
Chennai- 600068**

"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."

E- TENDER NO: GLC/TE20/016 DT: 04.01.2021 DUE ON: 22.01.2021 at 3:00 PM

APPOINTMENT OF LOCAL TRANSPORT CONTRACTOR FOR MOVEMENT OF BASE OILS, CBFS, LDO

Tender Type: Limited E-Tender with two bid process through BL e-procurement website.

Balmer Lawrie & Co. Ltd invites E-Bids for transportation of Base Oils, CBFS & LDO in tankers from **IOCL/BPCL/HPCL – Chennai terminals to our Manali Plant at 32, Sattangadu Village, Manali, Chennai 600068**, in bulk/tankers [18 KL/20 KL/24 KL] Capacity having Multiple Compartment /Chambers Tankers].

Market S. No	DESTINATION	PRODUCT	APPROX. ANNUAL QTY. [+/- 20%]
A	IOCL/BPCL/HPCL – Chennai Terminal to Manali	Base oil	6000 KL
B	IOCL/BPCL/HPCL – Chennai Terminal to Manali	CBFS	2000 MT
C	IOCL/BPCL/HPCL – Chennai Terminal to Manali	LDO	100 KL

1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd (BL) invites bids from competent transporters for Transportation of various base Oils, lubricants and related products in bulk by means of Tank Trucks from various destinations to their factory situated at 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

Contract shall be valid for a period of 12 months (**i.e. from 01st April 2021 to 31st March 2022**). The contract may be extended for a further period of upto 12 months on same terms & conditions including rates, based on mutual agreement of BL and contractual transporters in writing.



3.0 PRE-QUALIFICATION/ELIGIBILITY CRITERIA

Bidder shall fulfil the following eligibility criteria:

The bidder shall have ownership of minimum 3 (Three) nos. tankers of minimum 12KL capacity or above. (Copies of registration certificates either in the name of the Transporter or owner or partner to be attached).

The bidder shall have minimum 2 years' experience in transportation of base oils, with Govt. departments / PSUs / reputed / Pvt Companies (copy of certificates / contract / Po in support of experience to be submitted).

Minimum turnover of Rs.20 lakhs in any one of the last three financial years. Documentary evidence such as CA Certified, balance sheets /PLA etc., is required to be furnished.

Bidders shall have executed at least one single order value of minimum of Rs.10 Lakhs in any one of the last three financial years. [Copies to be furnished].

All tankers must have valid statutory documents including valid calibration certificate from Statutory Authority.

The bidder company shall be registered under Carriers Act & shall be in a position to issue consignment note "ON CARRIERS RISK. In case of shortage or damage, unconditional & unqualified short certificate to be issued. Undertaking to be given.

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.



4.0 BID SECURITY DECLARATION (BSD)

- a) Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorised signatory of the bidder in lieu of EMD. Bidder needs to submit the Declaration as per the below format:

"We hereby declare that we will not withdraw or modify our bid after tender due date and during the bid validity period etc. We also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender."

- b) Penal action in case of withdrawal or modification of bid during validity period etc.

In case any bidder withdraws or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 18 months. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

5.0 SECURITY DEPOSIT (SD)

The successful Transporter(s) shall submit SD of 2% of the order value rounded off to the nearest thousand by a demand draft or in lieu of that a Bank Guarantee from a Scheduled "A" Bank, of equivalent amount as per format of BL 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 BL shall be entitled to terminate the order and forfeit the EMD without further reference to the bidder.

6.0 Provisions for Micro, Small Enterprises (MSE):

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSE's 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 MSE's. 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: No 21(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.
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- 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. 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 MSE's.

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 has come into effect from 01.07.2020



7.0 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 Service Provider" are eligible to bid in this tender.

In view of above guidelines, in case of procurement for value less than Rs. 10 Crores, 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 in case of procurement for a value in excess of Rs. 10 Crores, you are required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content of the items(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.

Sl. No	Services) Description	Percentage of local content in your service(s)
	Transportation through Tanker	

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.



8.0 PARTICIPATION IN TENDER – (TWO BID)

- Vendors to submit bid in two bid system – 1st Technical (qualification) and 2nd Price bid.
- In E-Bid format Bidders need to quote total Yearly Basic Value of all the market, as mentioned in Annexure I.
- Bidder also need to submit/upload detail rates/ values as per Annexure I at the time of bidding/ before tender due date.
- Hard copy of the price bid should not be sent along with technical bid, neither the scanned copy to be uploaded in the BL- eproc site. If found, the bid shall stand cancelled.
- The rates once finalized shall remain firm till the execution of order and no escalation in price will be considered for any reason whatsoever, except escalation / de- escalation Diesel price as mentioned in clause 11 of the document.
- **It is not necessary that bidders have to quote for all markets. Bidders may quote for one or more markets.**

9.0 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 Per KL (Base Oil, LDO) & Rate Per MT (CBFS) basis.
- Weighment will be normally done at our premises. Our weighment shall be considered final.
- The company will cover transit Insurance.
- Rates quoted shall be valid for acceptance up to 90 days from the date of the on-line bidding.
- The company shall not be responsible for the turnaround of trucks at the offloading destinations for any reason whatsoever.
- All receipts shall be by weighment done at BL's factory and the same shall be final binding. The quantity of short receipt at factory between invoice weight and actual weight will be recorded and in case the shortage is more than 20 kg, the cost of full shortage quantity shall be recovered in full from the transporter.
- In case of short deliveries, freight charges payable will be reduced in proportion to short-quantity delivered.
- Transshipment is strictly prohibited, unless permitted by BL in writing.
- BL shall not be responsible for the turnaround of trucks at the off-loading destinations for any reason whatsoever. No detention charges shall be payable on any ground.



10.0 BASIS OF SELECTION

10.1 The basis of selection followed by placement of order shall be as under:

The selection of L1 bidder will be independently done based on rates quoted for each market for all the Mentioned jobs [As mentioned in Annexure I].

10.2 Evaluation of bid and placement of order shall be done independently for each market.

10.3 Split Order / Part Order / Order in full in each market will be decided by BL and all bidders are bound to accept any / all decisions taken by BL in this regard. No request / appeals are to be entertained / accepted.

11.0 ESCALATION / DE-ESCALATION

The escalation / de-escalation will be payable when diesel price differential exceeds Rupee 3.00/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.

12.0 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 shortage/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.

13.0 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.



14.0 PAYMENT TERMS

- a) 100% payment will be made within 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.

15.0 AMENDMENT / RE-ALLOCATION OF THE NUMBER OF TRIPS/ LOADS.

The number of trips /loads mentioned against each destination are only indicative/estimated and during operation it may change without any limit. The numbers of trips /loads may be amended during operation. The transporter / contractor shall be bound to accept the amended numbers of trips/loads (increase or decrease) as per the requirement of BL.

16.0 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.**

17.0 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.

18.0 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.

19.0 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 behaviour 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 enrooted 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.

20.0 Safety clause

The tenderer has to strictly adhere to the safety requirement (Safety Shoes) as per the Safety clause. Penalty of Rs. 500/- per day may 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, as per clause 16.0 of Tender Condition.



21.0 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.

22.0 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

23.0 GST Formalities and compliance with Regulations

Bidder shall warrant that all goods covered by this agreement / contract shall have been produced, sold, dispatched and delivered in strict compliance with all applicable laws, regulations, labor agreements, working conditions and technical codes and requirements as applicable from time to time. The Vendor shall execute and deliver such documents as may be required to effect or to evidence such compliance.

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.



"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."

24.0 Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or



more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of Control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. (To be inserted in tenders for Works contracts, including Turnkey contracts)
The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that (Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that (Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

25.0 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.

Note: Bidder need to quote item wise basic value for all items of work in online bid

***** Price bid to be submitted online in BL e-proc platform only. No hardcopy of price bid to be submitted**

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>

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:
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2. Mr. Partha Ghosh(Kolkata)	partha[dot]ghosh[at]c1india[dot]com	+91-8811093299
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4. Ms. UjwalaShimpi (Mumbai)	ujwala[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

26.0 Submission of Hard copies

Before submission of bid online, the bidders are requested to submit the other supporting documents and Bid Security Declaration through courier in sealed envelope as applicable so as to reach us before opening of tender on-line.



27.0 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 shall not be responsible for any claims/problems arising out of this.

28.0 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. will not be responsible for incomplete bid submission by users. Users 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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

Yours faithfully,
for **Balmer Lawrie & Co. Ltd**

P.G. Santhana Krishnan
Sr. Manager (SCM)

Mobile: 9445551793
Phone: 044 - 25946621
Fax: 044 - 25941436
E-mail : santhanakrishnan.pg@balmerlawrie.com

**Annexure-I**

ITEM S.No	DESTINATION	Product	APPROX. ANNUAL QTY. [+/- 20%]	UNIT Rate Rupees per KL/MT
1	IOCL/BPCL/ HPCL –Chennai terminal to Manali	Base oil	6000 KL	ONLINE BID
2	IOCL/BPCL/ HPCL –Chennai terminal to Manali	CBFS	2000 MT	ONLINE BID
3	IOCL/BPCL/HPCL – Chennai Terminal to Manali	LDO	100 KL	ONLINE BID



**Proforma of the Bank Guarantee
(for Security Deposit)**

Balmer Lawrie & Co. Ltd.
(Address)

Dear Sir,

That Messrs/Mr _____ (set out full name and address and constitution of the Contractor) (hereinafter referred to as "the Contractor") filed their/his/its quotation against your tender being Tender No. dated _____ (hereinafter referred as "the said Tender") for the work _____ (set out the purpose of the job) and in pursuance thereto an Order being No. _____ dated _____ (hereinafter referred to as "the Order") was issued by you to the Contractor.

The conditions of the said Tender, inter alia, requires that the Contractor shall pay a sum of Rs. _____ (Rupees _____ only) as full security deposit (hereinafter referred to as "the security deposit") in the form therein mentioned. The form of payment of security deposit includes a guarantee to be executed by a Scheduled Bank.

The said Messrs/Mr. _____ (set out full name of the Contractor) have/has approached us and at their/his/its request and in consideration of the premises We, _____ (set out full name of the Bank) having our office, inter alia. at _____ (state the address of Bank) have agreed to give such guarantee in the manner following:

1. We, _____ (set out full name of the Bank). hereby undertake and agree with you if default is made by Messrs/Mr. _____ (set out full name of the Contractor), in performing any of the terms and conditions of the Tender and/or order or in payment of the security deposit or any other or in payment of money payable to you, We _____ (set out full name of the Bank) shall merely on demand from you without demur or protest shall pay you the said amount of Rs. _____ (Rupees _____ only) or such portion thereof not exceeding the said sum as you may demand from time to time.
2. We, _____, (set out full name of the Bank), further agree with you that you shall have the fullest liberty to without our consent and without affecting in any manner our obligations hereunder to adopt any mode for realisation of your dues from the Contractor and/or to vary any of the Terms and Conditions of your Contract with the said Messrs/Mr. _____ (set out full name of the contractor), or to extend time of performance by Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Contractor and to forbear or enforce any of the terms and



conditions relating to the Contract and We, _____, (set out full name of the Bank) shall not be relieved from our liability by reason of any such variation, or any indulgence to be given by you to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____ only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes is/are pending before any Officer, tribunal, court of any other authority of authorities.

4. The guarantee herein contained shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the said Messrs/Mr. _____ (set out the full name of the contractors), but shall in all respect, and for all purposes be binding and operative until payment of all the money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only).

6. Our guarantee shall remain in force and effect until _____ (set out the date of Expiry), and unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date i.e. _____ (set out last date of Claim Period), the said Guarantee all your rights under this guarantee shall be forfeited and We, _____, (set out full name of the Bank) shall be relieved and discharged from all liabilities thereunder.

7. We, _____ (set out full name of the Bank) undertake not to revoke this Guarantee during its currency except with your previous consent in writing.

8. We, _____, (set out full name of the Bank) have power to issue this Guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to execute/sign this Guarantee under the Power of the Attorney dated the _____ day of Two Thousand Twenty granted by the Bank.

Yours faithfully,

Dated: _____

_____ (Place)

(Signature of the Officer on behalf
of _____)

_____ (Date)

(set out name of the Bank)



1.0 GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers.
 - 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.



- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

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ANNEXURE-B

PRE-QUALIFICATION BID

1.0 PARTICULARS OF COMPANY:

- 1.1 Type of company :
(Partnership / Private Ltd. / Public Ltd. Please enclose certificate of Incorporation)
- 1.2 Year of Incorporation :
- 1.3 Full address :
- 1.4 Phone :
- 1.5 Fax :
- 1.6 e-mail :
- 1.7 Contact Person's
- 1.7.1 Name :
- 1.7.2 Mobile No. :

2.0 TRANSPORT FACILITIES OFFERED:

2.1 OWNED VEHICLES:

Sl. No.	Regn. No.	Make	Capacity	Year of Manufacture	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note: Please attach separate sheet, if necessary. (Attach copies of registration documents)

3.0 DETAILS OF ORGANISATION:

1. LIST OF OFFICES / GODOWNS IN INDIA:

Sl. No.	Location	Full address (including phone / Fax / e-mail)

Note: Please attach list in the above format.



4.0 DETAILS OF INCOME TAX CLEARANCE:

Sl. No.	Particulars		Remarks
4.1	Income Tax	Permanent A/c No.	
4.2	GST No	Registration No.	
4.3	Trade Licence	Registration No.	
4.4	ESI Registration	Registration No.	

Note: Please attach copy of certificates.

5.0 DETAILS OF TURNOVER / SALES:

(Rs / lakhs)

Particulars	2016-17	2017-18	2018-19
Net worth (Share Capital & Reserves)			
Turnover/Sales			
PBT			
Tax Paid			
PAT			

Note: Please Enclose Balance Sheets for the above mentioned years.

6.0 DETAILS OF BANKER

6.1 Name of Banker :

6.2 Branch :

6.3 Account No. & Year of Opening :

7.0 LIST OF IMPORTANT CLIENTS:

Sl. No	Name of Client	Business Volume (Rs / lakhs)		
		2016-17	2017-18	2018-19

Note: Please attach work orders from 3 largest customers for 2016-19 along with certificates of performance.



8.0 OTHER INFORMATION:

8.1 Is the company a sick / potentially sick company? : Yes / No

8.2 Has the company been black listed by any Public Sector Enterprise? : Yes / No

8.3 Does the company have business with any other unit of Balmer Lawrie? : Yes / No
(If yes, attach details.)

8.4 Is the company Bank approved : Yes / No (If yes, attach details).
We certify the above information is true to the best of our knowledge.

(Authorised Signatory)

Date :

Place :

Enclosed: 1) Copies of all document as asked above.

2) One Copy of Tender Document along with all Annexures duly signed and sealed shall be submitted as token of acceptance of all terms & conditions of tender.

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Other Enclosures (Please list).

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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