

# Balmer Lawrie & Co. Ltd.

SBU: Greases & Lubricants  
Survey No. 201/1, Sayli-Rakholi Road,  
Silvasa - 396230.  
Phone Nos. 9099084731

Email: [sengupta.s@balmerlawrie.com](mailto:sengupta.s@balmerlawrie.com); [srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)

**Tender No. GLS/TE20/057, DT:- 09.02.2021, DUE ON 19.02.2021 – 14.00 Hours [IST]**

## Declaration for GeM :-

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

**Subject:- TENDER FOR TRANSPORTATION OF FINISHED GOODS FROM RAIPUR DEPOT TO SILVASSA**

## 1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd (BL) 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 Container etc., with plants and offices at various locations in India.

The SBU: Grease & Lubricants Division at Survey No 201/1, Sayli, SILVASSA 396230 invites **Commercial Hard bid** for **inbound** Transportation of goods from our registered transporters only by one no of 16 MT truck from BL Raipur Depot to our factory at Silvassa

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 FINISHED GOODS FROM RAIPUR TO BL SILVASSA FACTORY IN 16 MT TRUCK	NO of TRIP	01

## 2.0 RATES BASIS

The Rate basis shall be as under:

- 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.
- 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.
- The rate quoted shall remain firm.
- Rates quoted shall be per trip basis.
- Transshipment is strictly prohibited, unless permitted by Balmer Lawrie & Company Limited in writing.
- Transit Insurance will be covered by Balmer Lawrie & Co. Ltd.
- 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.

## 3.0 BASIS OF SELECTION

Lowest Price bid rate shall be considered as final. Bidders may submit offer for all the destinations or any of the three destinations as given best on their convenience.

## 4.0 VALIDITY OF THE CONTRACT

The trucks to be placed within 7 days from the date of placement of call ups. The contract shall be valid for 45 days from the date of placement of contract / LOI

## **5.0 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 enroute and /or at customer's end will also have to be compensated by the transporter.

## **6.0 DELIVERY CHALLAN(S)**

The transporter shall be responsible for obtaining from BL the Duplicate for Transporter [DFT] copy, copy of Invoice, e-way bill 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.

## **7.0 PAYMENT TERMS**

30 days from the date of submission of bills along with supporting documents which includes LR copy duly acknowledged / receipted by competent authority of BL.

## **8.0 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

## **9.0 FORCE MAJEURE**

- a) Neither the Company nor the transporter shall, in any way, be held liable for non-performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:
  - Declared Strike / Bandhs
  - Lockout
  - Natural Calamities
  - Decrees of any Government or Governmental Authority.
  - Revolution
  - Wars
  - Acts of enemies of the state.
  - Riots
- b) Any reason other than the above will not be considered as force majeure condition.
- c) As soon as the cause of Force Majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure.

## **10.0GENERAL**

- a. 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 behavior 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.
- b. Tracking facility for enroute status / position of the truck for delivery should preferably be provided for all locations.

- c. The Company reserves the right to accept or reject any or all bids in full or part without assigning any cause whatsoever. Decision by the company in this regard shall be final and binding on bidders.
- d. 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

## **11.0 ARBITRATION & JURISDICTION**

In case there arises any dispute or difference of opinion with regard to the order, after the finalization of the tender and during the period of contract, endeavor shall be made to resolve through mutual discussion and conciliation within 30 (thirty) days of reference of such dispute by the disputing party. On failure to resolve the dispute to mutual acceptance, sole jurisdiction for the dispute settlement shall be in the High Court of Kolkata only.

## **12.0 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.

## **13.0 SUBMISSION OF CLOSED BID WITHIN 23.02.21 [12:00 Hours - IST]**

The Closed bid in the prescribed format shall be submitted in a sealed envelope duly super scribed with the "Tender Number" and date of the tender to:

**Manager (SCM)**  
**Balmer Lawrie & Co. Ltd.**  
**SBU: Greases & Lubricants**  
**Survey No. 201/1, Sayli-Rakholi Road,**  
**Silvasa - 396230.**  
**Phone Nos. 9099084731**  
**E-mail: [sengupta.s@balmerlawrie.com](mailto:sengupta.s@balmerlawrie.com)**

## **14.0 Bid Security Declaration: -**

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorized signatory of the bidder in lieu of EMD.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

Penal Action in case any withdraws or modifies the bid after tender due date:

In case any bidder withdraw 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 12 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."

## **15.0 Preference to Make In India Policy –**

"Class I Local Supplier" will be given purchase preference as per preference to Make In India 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 only for bidders who meet the PQC and are technically qualified . This preference will be applicable after netting off the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

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.

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

S.No.	Item Description	% of Local Content in your product

#### 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.

#### 16.0 Force-majeure

Any delay in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays / failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. As soon as the cause of Force Majeure 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 the actual delay incurred in such affected activities.

#### 17.0 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 should not be responsible for any claims/problems arising out of this.

#### 18.0 Disclaimer Clause:

The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof. The company reserves the right to accept or reject any or all offers without assigning any cause. Incomplete offers are liable to be rejected. Submission of tender will be the conclusive evidence as to the fact the tenderer has fully satisfied themselves as to the nature and scope of 'supply, General terms and conditions and all other factors', affecting the performance of the contract and the cost thereof.

#### 19.0 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.

#### 20.0 Factory Rule:

Your engineers/ workmen have to abide by the BL factory rules/regulations and HSE Guidelines. Only adult and skilled workmen shall be allowed to work in BL premises.

#### 21.0 Responsibility of the vendor:

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

Thanking you.

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

Manager (SCM)