

**BALMER LAWRIE & CO. LIMITED.**  
GREASES & LUBRICANTS  
SURVEY NO. 201/1, SAYLI; **SILVASSA – 396 230**  
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## PUBLIC e-TENDER NOTICE

Enquiry No.: GLS/TE21/020

Dt : 21.07.2021

Due on: 02.08.2021

M/s \_\_\_\_\_

Tender Type: Public Tender with **two bid process** through BL e-procurement website followed by Reverse Auction.

**Online Offers are invited for TRANSPORTATION of various Types of Base Oils/LDO/CBFS (Elasto) in tankers [12 KL plus 18/20 and 22/24 KL] from Mumbai/Navi Mumbai to BL Silvassa Plant.**

Balmer Lawrie & Co Ltd (A Government of India Enterprise) falls under “Ministry of Petroleum & Natural Gas” and is the leading manufacturers of greases and lubricating oils under the brand name ‘Balmerol’.

Balmer Lawrie & Co Ltd. invites Bids for inbound transportation of CBFS (Elasto 710/ RPO & other grades), various Types of Base Oils, Light Diesel Oil (LDO), HSD and similar petroleum-based products (but not mexphalt or bitumen) in tankers [ranging from 12 to 24 KL Capacity] **having Multiple Compartments/ Chambers.**

| Sr. No | DESTINATION                                   | APPROX. ANNUAL QTY/ KL [+/-10%] | UNIT | TANKER CAPACITY IN KL         |
|--------|-----------------------------------------------|---------------------------------|------|-------------------------------|
| 1      | FROM MUMBAI/NAVI MUMBAI to BL SAYALI-SILVASSA | 9800                            | KL   | 12 KL plus 18/20 and 22/24 KL |

- **Vendor must use separate tanker for CBFS/ ELASTO & LDO.**

- **The estimated quantity** to be delivered shown in tender document is indicative and is subject to change. Balmer Lawrie & Co. Ltd. reserves the right to contract tank-lorries, if required, from other unit or sister concern of Balmer Lawrie & Co. Ltd. or directly from the market.

**Availability of Tender Document: -**

The tender document will be available on any working day between 9.00 AM to 6.00 PM at following address

**BALMER LAWRIE & CO. LIMITED.**  
**GREASES & LUBRICANTS**  
**SURVEY NO. 201/1, SAYLI**  
**SILVASSA – 396 230.**

The tender document can also be downloaded from websites [www.balmerlawrie.com](http://www.balmerlawrie.com), [www.eprocure.gov.in](http://www.eprocure.gov.in), <http://gem.gov.in>, <https://balmerlawrie.eproc.in>

**Declaration for GeM**

“The tendered item as per our specification 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:-**

This is online Tender [Two Part Bid] so we vendor has to upload price bid and unpriced bid/Technical bid online. Sealed Un-price Bid [As per enclosed "Annexure-I] along with all the declarations and supporting documents in a sealed envelope super-scribed as "Tender Enquiry No: GLS/TE21/ dated / /2021 - Tender For Inbound Transportation of Base Oils" to be submitted on or before due date at our Silvassa office as per address given at the bottom of this enquiry.

One copy of the tender [Unpriced bid] duly signed and stamped as token of your 'total acceptance of the tender including it's all terms and conditions' will also be submitted with Sealed Un-price Bid with all the documents to meet the Criteria.

- Tender submitted at the wrong address / incomplete in any other respect will not be considered.
- The offers will remain valid for 90 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.

### **MSE Vendors**

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

- a. 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. Tenderer should declare their UDYAM Registration Number on CPPP website as required by Ministry's circular no S.O.1702 (E) dated 01.06.2020.
- b. The Tenderer should confirm that they have declared the UDYAM Registration number in the CPPP (Central Public Procurement Portal).  
The bidder needs to submit the Declaration as per the below format on their letter head duly signed and stamped by the authorised signatory.  
*"We hereby declare that we have declared / uploaded the UDYAM registration number / certificate in CPPP and that the tendered item is manufactured by us (in case of supply of goods)."*
- c. Non-declaration of UDYAM number in CPPP shall make the tenderer ineligible to enjoy the benefits as per Public Procurement Policy for MSME Order, 2012.

- d. Required UDYAM Registration Certificate needs to be uploaded / provided along with the bid document.
- e. It is also to be noted that in UDYAM certificate, turnover and investment in Plant & Machinery for last completed F.Y must be mentioned, without the same the certificate will be treated as invalid for availing MSE benefits.
- f. UAM certificate is replaced by UDYAM Certificate. Hence, no UAM certificates will be acceptable for availing benefits of MSE.
- g. The above-mentioned provisions are meant for procurement of goods produced or service provided 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 by them in case of goods. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- h. 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 1<sup>st</sup>, 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;

### **Integrity Pact**

Submission of Integrity pact agreement [ENCLOSED HEREWITH] is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity pact Agreement consists of (1) Covering letter from the bidder to Balmer Lawrie (BL) (2) Integrity Agreement. Bidders should mandatory sign and submit complete Integrity Pact Agreement for both covering letter and the Integrity Agreement in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respect and it is required to be uploaded in the e-tender portal along with bid. Partial submission of IP document will

not be considered. This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

- **BID SECURITY DECLARATION**

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.

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.

In case any bidder withdraws or modifies 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 15 months. In case, BL requests any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable.

- **RESTRICTION OF BIDDERS FROM BORDER SHARING COUNTRIES**

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) fulfils all requirements in this regard and is eligible to be considered."

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

- **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, 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 FTL |                                                |

#### **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.

- **SECURITY DEPOSIT (SD) and Performance Bank Guarantee PBG**

The successful Transporter (s) shall submit Performance Bank Guarantee PBG of 3% 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 take action as per company policy. **PBG** 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

- a) Bidders having payment outstanding from the Company against services rendered may opt to furnish PBG by pledging such outstanding amount towards the PBG. Outstanding amount shall include all payment outstanding whether due or not. Submission of SD under this clause shall be subject to acceptance of proposal by the Company at its sole discretion.

### **QUALIFICATION / CRITERIA**

- **No. of Tank Lorries:** Minimum eight (08 Nos) tankers of 12 KL to 24 KL, out of which 2 tankers should be of 12 KL. The vehicles must be owned by the VENDOR in their name (i.e. Firm or Partner or Director or Proprietor or spouse of the proprietor). Tankers **MUST** have multiple compartments/chambers. Vendor must use separate tanker for CBFS/ ELASTO & LDO.
- **Age of Vehicles:** Age of vehicles offered should not exceed eight (8) years as on 01-07-2021.
- **Replacement of Tank Lorries:** - Transporter should arrange the replacement of tank lorries in time before any tank lorry attains the age of eight (8) years. A maximum of Thirty (30) days may be granted to replace the tankers attaining the age of 8 years during the period of contract.
- **Minimum Turnover:** The transporter should have average turnover of Rs 50 Lacs in last three financial years, but not less than 20 Lacs in any of the last three financial years (CA audited copies of P&L A/C and balance Sheet only for FY 2018-2019, 2019-2020 and 2020-2021. In case the same is not available for 2020-2021, documents for 2017-2018 shall be considered on declaration).
- **Experience:** The bidder shall have minimum 3 years' experience in transportation of Base Oils/Petroleum products/Lubricants with Govt. Departments /PSUs /Reputed Companies [Copy of certificates/work order (with job value) in support of experience should be attached].
- **Tank-lorries** quoted in the tender should have all valid documents such as calibration certificate; registration certificates, Explosive license etc. that should remain valid throughout the period of the contract. **Photocopies of the RC Book of tankers MUST be submitted along with Prequalification-Bid.**
- **Public Carrier Vehicle Operators (PCVOs)** - Transporters blacklisted by any of the Oil companies /Govt. Companies are not eligible to participate in the tender.

### **PARTICIPATION IN PRICE BID**

- Bidders successfully meeting the pre-qualification criteria will be informed about date & time of Online Reverse Auction. The prices **MUST NOT** be mentioned in technical (pre-qualification) bid. Subsequently, transporters shall be allotted Log-in ID and password to enable them to participate in Reverse Auction.

## **TENDER TERMS & CONDITIONS FOR PRICE BID**

- **Rates offered would be valid and binding on the tenderer for 90 days** from the opening date of Price Bid of this tender unless extended by mutual consent in writing. The rates will be valid for the entire contractual period subject to escalation/de-escalation as per Schedule.
- Balmer Lawrie & Co. Ltd. reserves the right, at their sole discretion, and without assigning any reason whatsoever, to:
  - Negotiate with any or all vendors who have quoted the rates.
  - Reject any or all tenders either in full or in part,
  - Engage additional Carriers/ tank-lorries at any time without giving any notice whatsoever to the vendor/transporter already appointed against this Tender.
- The tenderer should study all the operations/ local conditions at the loading/unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
- Price Bid of those Tenderers who are qualified in Technical-Bid evaluation and meeting our pre-qualification criteria, would be opened and considered for final evaluation and will be allowed to participate in online reverse auction. They are advised to participate in auction well before the time and date that will be intimated to them after Price Bid opening. The Rates quoted online will not be opened (can't be opened) until the closing date/time is over, hence tenderers shouldn't delay in quoting the rates fearing that their rates will be revealed/leaked. They should quote the rates well in so that they will have time in hand to deal with problems related to internet connectivity and/or any other issue/problem in quoting online. BL will not be responsible for delay in submission of online bid due to technical or any other cause under any circumstances.

## **BASIS OF RATES:** The Rate basis shall be as under:

- a. Rates quoted shall be inclusive of all charges but excluding GST.
- b. The vendors must quote for the given market i.e. Navi Mumbai/ Mumbai-Silvassa.
- c. The rate quoted shall remain firm during the contract period, except for escalation/de-escalation clause as defined later.
- d. The rates quoted shall apply for delivery at consignee's factory.
- e. The transporters shall quote their rate per KL basis and they will be paid for the quantity rounded-off to the nearest KL.
- f. The company will cover transit Insurance. However, the transporter has to make necessary arrangement for conducting survey, lodge FIR for claims, issue short/damage certificate towards any short delivery/damage during transit immediately. 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.
- g. No shortage allowance shall be allowed. Although BL may consider the trade practice while determining the quantity of shortage, the vendors must reckon the loss/deduction on account of shortages while quoting the rate. Although the material will be brought on KL basis and will be measured in volume i.e. KL while receiving, BL may also cross-check the quantity in terms of weight too in order to ensure that no material is left in the tanker that is unloaded.



## **ON-LINE BIDDING PROCEDURE**

- **Submission of Online Bid:** - Bidder has to upload Two Part Bid [Technical & Price Bid]. First Technical bid would be opened and after evaluation, the price bid of technically successful bidder would be opened. Subsequently, for the purpose of Reverse Auction ID log-in and password shall be allotted to enable them to participate in reverse auction. The prices are to be quoted on-line only. The price bid of unsuccessful bidder on the basis of technical bid/PQC, would not be opened.
- The Start Bid Price (SBP) and Minimum Decrement amount shall be communicated before the commencement of the reverse auction.
- **Due Date:** - The due date and time of opening of tender documents is as specified in this Tender. The tenderers are welcome (are invited to be present) at the time of Bid Opening if they wish to.
- **Clarification** can be obtained in person/writing from the undersigned during working hours before the last date of submission of bids.
- The company reserves the right to accept or reject any or all offers or split [Either as per MSME Clause or in Ratio of 60:40 if MSME Clause not applicable] the order without assigning any cause. Incomplete offer would not be considered for evaluation.
- 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.

## **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.

## **ESCALATION / DE-ESCALATION**

The escalation / de-escalation will be payable when diesel price differential exceeds ₹ 3.00/ Litre from the reference diesel rate. For example, if diesel rate is ₹ 70, say, on the date of Reverse Auction, or, in case Reverse Auction is not held, on the Due Date of the tender, price escalation and de-escalation shall only be considered when diesel rate is ₹ 73/ 67 in the first instance, again when diesel rate is ₹ 76/ 70/ 64 in the second instance and so on.

**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:

$$\left. \begin{array}{l} \text{Differential applicable} \\ \text{in contract rate} \end{array} \right\} = \frac{0.25 \times \text{Original Contract rate} \times \text{Increase/Decrease in Diesel}}{\text{Reference Diesel Rate}} \quad \text{For}$$

example:

| Contract rate          | New Diesel Rate (₹ / Ltr) | Differential as per above formula | New Contract Rate ₹ |
|------------------------|---------------------------|-----------------------------------|---------------------|
| ₹ 10,000               | 67.20                     | Nil since decrease < 3            | ₹ 10,000            |
| Reference Diesel Price | 72.90                     | Nil since decrease < 3            | ₹ 10,000            |

|            |       |            |           |
|------------|-------|------------|-----------|
| ₹ 70/Litre | 73.10 | (+) 110.71 | ₹ 10,111* |
|            | 75.00 | (+) 178.57 | ₹ 10,179* |
|            | 66.75 | (-) 116.07 | ₹ 9,884*  |

\*Rounded off to the nearest Rupee

#### Taxes Applicable:

1. GST applicable shall be paid directly by BL to tax authorities under Reverse Charge Mechanism (RCM) as per current practice, changes, if any, in relevant Government guidelines during contract period will be addressed accordingly.
2. Government levies like toll taxes etc. shall be paid by transporter. If any new Government levy becomes payable, same will be reimbursed by BL against submission of original receipt. However, no incidental charges in any form shall be payable.

## **SCOPE OF THE SUCCESSFUL VENDOR**

### **GENERAL**

After completion of all relevant process the successful bidder will be notified by issuing P.O / LOI.

- **Validity:** Contract would be valid for one year from the date of placement of PO/LOI unless extended with mutual agreement and could be extended with 6 months with mutual agreement between vendor and Balmer Lawrie.
- **Cleanliness of Tankers:** After scrutiny vendor has to ensure that the tankers are placed after proper washing and cleaning. BL will give one day advance notice for placing the tanker.
- **Weighing of Tankers:** The vendor will be required to weigh the tanker at our weigh bridge (or the nearest public weigh bridge if the weighing facility at our end is under repairs) before and after delivery and the weigh slip (Gross/tare/Nett) together with supplier challans will be handed over to the driver of the tanker. Any variation found will be deducted, proportionately, from freight. BL will also verify the quantity by way of dip in relation to the calibration chart. BL will reserve the right to decide whether to verify quantity by way of weight or dip. The decision of BL, in this regard, will be final and will not be disputed by the transporter under any circumstances.
- 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 informed of such damages and the vendor must undertake responsibility to repair the damaged property within 7 days of our intimation, failing which the company will recover the cost of damages from the transporter. It will be sole discretion of Balmer Lawrie to determine the value of damages.
- 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 vendor will keep BL informed against any Government action against him or

his vehicle or his driver on duty. Vendor will also indemnify BL if BL has to incur any expenditure/loss due to this lapse.

- **Cleaner/Assistant/Helper - The tanker MUST have a cleaner/assistant/ helper along with the driver. A penalty of Rs.1000/- will be charged per tanker/trip whenever the tanker reaches our premises without cleaner/assistant/helper along with the driver.**
- No detention charges whatsoever will be paid.
- 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 all the rules and regulation including all safety norms.
- **TRANSIT INSURANCE**  
Transit Insurance will be covered by Balmer Lawrie & Co. Ltd. However, the vendors have 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 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 the 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 truck/workman within premises of Balmer Lawrie and /or at vendor/customer's end.
- **PAYMENT TERM**  
Payment will be released by 30 days from the date of submission of bills along with supporting documents, i. e., original bill mentioning the bill number, date, copy of suppliers' bill, P.O. number of Balmer Lawrie, and acknowledged copy of Goods Consignment Note etc.
- **NON-PLACEMENT OF TANKERS AND RISK PURCHASE.** Transporter shall be required to place tankers promptly (preferably within 12 hrs from the call up) in clean & dry condition. Transporter will have to provide the tankers as per daily call up for filling at Oil terminals. In case Transporter fails to place tankers as per BL's call up even after 2 days from the call up date, BL shall be at liberty in transporting material by engaging any other transporter at the risk and cost of the contractor without further reference and intimation. If Balmer Lawrie observes that loaded tankers are reporting late taking abnormal transit time then BL reserves the right to take necessary action.
- **TERMINATION OF CONTRACT.**  
In the event of unsatisfactory performance, Balmer Lawrie reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit will be forfeited.

- **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

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.

## **CONTRACT PERIOD**

The contract period will be valid for 18 months from the date of LOI/PO and it can be extended with the same rates and terms with mutual agreement.

**For Balmer Lawrie & Co Ltd**

Sagar Sengupta  
Sr. Manager (SCM)

**Note: Bids of any tenderer may be rejected if a conflict of interest between the bidders and company is detected at any.**

## **Enclosures of Tender**

1. Covering letter listing all enclosures.
2. Particulars of tankers offered:
  - a. Declaration on letter head detailing Tanker Registration No., capacity, RC No. and Age
  - b. RC copies of 8 tankers as per above list
3. Declarations:
  - a. Bid Security Declaration
  - b. Class I / II Local Content Declaration
  - c. National Security Declaration
  - d. Integrity Pact
4. Attested/acknowledged copy of PAN Card.
5. PO Copies/ Experience letters as per tender- from contracting company (declaring the job values) for transportation of bulk petroleum products or copy of contract/LOI for last 3 years from 2019 to 2021.
6. Last 3 years audited P&L A/c
7. Copy of BL's full Tender Enquiry with 'Stamp & Signature' of the bidding transporter.
8. Declaration on Letterhead that the transporter is not blacklisted by any of the Govt. Companies/PSU/Govt. Departments.
9. Proof of being MSE vendor: Copy of UDYAM Registration number uploaded on CPPP mentioning turnover and investment in Plant & Machinery for last completed F.Y must be mentioned, without the same the certificate will be treated as invalid for availing MSE benefits.
10. Any other document that might be required by BL at the time of scrutiny to establish any of the bidders' claims/ satisfy BL as to the capacities and capabilities of the bidder.

**If Balmer Lawrie & Co. Ltd. finds that any of aforesaid documents are illegal / forged / wrong / incomplete / invalid / expired / outdated Balmer Lawrie may disqualify the vendor technically without offering any explanation. If the revelation comes after awarding the contract, Balmer Lawrie will cancel the contract and take necessary legal action & can also black-list the transporter.**

### 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.

#### 20.2 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>

#### 20.3 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](mailto:tuhin.ghosh@c1india.com)

Mr.Tirtha Das, e-mail id : [tirtha.das@c1india.com](mailto:tirtha.das@c1india.com) , Contact No: +91-9163254290

| HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST<br>(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))                                                                                                                                                            |                                                                                              |                             |                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------|----------------------------|
| Please email your issues before your call helpdesk. This will help us serving you better.                                                                                                                                                                                    |                                                                                              |                             |                            |
| Balmer Lawrie & Co Ltd., 21, Netaji Subash Road,<br>Kolkata - 700 001                                                                                                                                                                                                        |                                                                                              |                             |                            |
| Dedicated email: <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>                                                                                                                                                                                            |                                                                                              |                             |                            |
| Dedicated Helpdesk for Balmer Lawrie                                                                                                                                                                                                                                         |                                                                                              |                             |                            |
| Contact Person                                                                                                                                                                                                                                                               | E-Mail ID                                                                                    | Tel. No.                    | Helpdesk Nos are open from |
| 1. Mr.TirthaDas (Kolkata)                                                                                                                                                                                                                                                    | <a href="mailto:tirtha.das@c1india.com">tirtha.das@c1india.com</a>                           | +91-9163254290              | MON - FRI                  |
| 2. Mr. CH. Mani Sankar (Chennai)                                                                                                                                                                                                                                             | <a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a> | +91-6374241783              | MON - SAT                  |
| 3. Ms. Ritu Patil (Mumbai)                                                                                                                                                                                                                                                   | <a href="mailto:ritu.patil@c1india.com">ritu.patil@c1india.com</a>                           | +91-124-4302000<br>(Ex-236) | MON - FRI                  |
| 4. Helpdesk Support (Kolkata)                                                                                                                                                                                                                                                | <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a>                             | +91-8017272644              | SAT                        |
| Escalation Level 1                                                                                                                                                                                                                                                           |                                                                                              |                             |                            |
| Mr.Tuhin Ghosh                                                                                                                                                                                                                                                               | <a href="mailto:tuhin.ghosh@c1india.com">tuhin.ghosh@c1india.com</a>                         | +91-8981165071              |                            |
| Escalation Level 2                                                                                                                                                                                                                                                           |                                                                                              |                             |                            |
| Mr.Sandeep Bhandari                                                                                                                                                                                                                                                          | <a href="mailto:sandeep.bhandari@c1india.com">sandeep.bhandari@c1india.com</a>               | +91-8826814007              |                            |
| Escalation Level 3                                                                                                                                                                                                                                                           |                                                                                              |                             |                            |
| Mr.Achal Garg                                                                                                                                                                                                                                                                | <a href="mailto:achal.garg@c1india.com">achal.garg@c1india.com</a>                           |                             |                            |
| <b>In case, you are unable to get in touch with any of the Technical Support Associates,<br/>kindly drop a mail at <a href="mailto:blsupport@c1india.com">blsupport@c1india.com</a> mentioning your Name and Mobile No.<br/>One of our associates will get back shortly.</b> |                                                                                              |                             |                            |

#### 20.4 Submission of Hard copies

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

#### 20.5 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / Corrigendum 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.

#### 20.6 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

