

Balmer Lawrie & Co. Ltd.

Greases & Lubricants, Kolkata

P-43, Hide Road Extn,

Kolkata – 700 088

- Tender No. : GLK/TE18/190, dated 13.09.18
- Due Date and time : 24.09.18 , 15.00 hours (IST)

TENDER FOR HIRING OF CAR AT G&L – KOLKATA PLANT LOCATED AT P 43 HIDE ROAD EXTENSION, KOLKATA 700088

1.0 INTRODUCTION

Balmer Lawrie & Co. Ltd (BL) invites Online 2 bids e-tenders for hiring of car for their factory situated at P-43, Hide Road Extension, Kolkata 700 088. The annual quantities mentioned is only indicative and would vary based on actual requirement.

2.0 CONTRACT PERIOD

- a) Contract period will be from 1st October 2018 to 30th September 2019.
- b) The contract may be extended on mutual agreement for another period of One year maximum.

3.0 PRE QUALIFICATION CRITERIA

Bidder shall fulfil the following eligibility criteria:

- a. The bidder shall have ownership of minimum Two vehicles in their name. (Copies of registration certificates in their name to be attached as an evidence).
- b. The bidder shall have to provide Passenger Vehicle which should not be more than 3 years old at any point of during the contract period and with maximum run of 30,000 K.M. It should be in good running condition and should be registered in the name of the Bidder/Company and should have registered commercial number (Copies of registration certificates in their name to be attached as an evidence).
- c. Copies of up to date Tax Token, Insurance (comprehensive), Pollution Test Certificate should be submitted and it should be in the name of the bidder/company.
- d. The bidder shall have minimum 2 years of similar experience in any PSUs / Govt Organisations / reputed firm. (copy of certificates in support of experience to be submitted).
- e. The bidder shall have minimum turnover of Rs.10 Lakhs in anyone of the last three financial years. Supporting documents like Balance Sheets / PL Account/IT Returns shall be furnished.
- f. It is mandatory for the bidders to have valid coverage of their drivers/ employees in all respect of ESI policy. In absence of ESI coverage the service provider must take insurance policy covering risk, similar to ESI scheme.
- g. Bidders should not be black listed in any of the PSUs / Govt organizations/Private organizations. Self-certification need to be provided on contractor's letter head.
- h. Bidder should not be employee of BL or his/her family members. Retired employees after retirement of two years can only participate.

- i. The vehicle must comply with Safety guidelines and their driver(s) are to be well acquainted and obeyed the same during duty hours, failing which their contract will be terminated without giving any notice at the discretion of BL.

4.0 EARNEST MONEY DEPOSIT [EMD] & SECURITY DEPOSIT [SD]

- a) The bidder shall submit interest-free EMD of Rs. 5,000 [Five Thousand Only]. The EMD amount shall be paid by Pay Order / Demand Draft drawn in favour of "Balmer Lawrie & Co Ltd" payable at Kolkata. Offers without EMD shall not be considered. The EMD shall be refunded to the unsuccessful bidders immediately after finalization of the tender. The EMD of successful bidder will be converted to Security deposit & will be retained till the validity of the contract.
- b) Registered MSME/ NSIC/ SSI units are exempted from payment of EMD. However, they should enclose a copy of their valid registration certificate to make their bid eligible for consideration.
- c) Offers received without EMD will be rejected
- d) For the successful bidder, the EMD will be refunded only after they submit the necessary Security Deposit against the work order placed on them. EMD will carry no interest.
- e) For the unsuccessful bidders, the EMD will be refunded only after the successful bidder has accepted the Purchase order and the acknowledgement of the same has been received by BL.
- f) Linking of EMD amount with earlier transactions / adjustments with pending bills or any other amount payable by the company is not allowed.

5.0 PROVISIONS FOR MICRO, SMALL AND MEDIUM ENTERPRISES (MSME)

- a) Qualification Criterion : MSME vendor must confirm that UAN Number has been uploaded on CPPP website as required by Minister vied circular No.- F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- b) Micro & small scale manufacturing units, registered under MSME/NSIC, also complying clause No. 5.0(a) in the tenders as exempted for submission of EMD amount.

6.0 INSTRUCTIONS FOR BIDDERS

- c) The online e-tender is invited **in Two-Bid System**. The tender document consists of **Prequalification bid & Price Bid**.
- d) The tender is invited **in Two Bid System** through Balmer Lawrie e-procurement portal <https://balmerlawrie.eproc.in>. The tender document consists of **Prequalification Bid & Price Bid**.
- e) All documents required in the tender can be scanned and submitted online through appropriate forms as attached in the tender.
- f) Price Bid will be opened only after fulfilling all required criteria of **Prequalification bid**.

7.0 SCOPE OF WORK :

- a. The successful tenderer shall have to provide Passenger Vehicle which should not be more than 3 years old at any point of during the contract period and with maximum run of 30,000 K.M. It should be in good running condition and should be registered in the name of the applicant/ Company and

should have registered commercial number.

- b. The bidder will provide driver with proper uniform and mobile. The driver should have to be covered preferably under ESI Scheme.
- c. Details of vehicles to be provided

SI no	Type	Seating Capacity
1.	Maruti Swift Dzire [AC/Petrol] / Equivalent in Sedan Segment.	4-persons excluding Driver

- d. Bidder can participate for any other of similar specification model Cars based on bidder's suitability & vehicle availability.

8.0 DUTY TIMINGS & RELATED TERMS

SI no	Type	Duty timings
1.	Maruti Swift Dzire [AC/Petrol] / Equivalent in Sedan Segment.	8.30 a.m. to 06.30 p.m. [10 hours duty] from Gate to Gate.

- a. Vehicle shall be required to report at our G&L-Kolkata, P-43 Hide Road Extension, Kolkata - 700088 at scheduled time mentioned above or as directed by the company officer every day and shall be at the disposal of the company normally every day as per duty hour mentioned above, six days a week. The service may be required on Sundays and holidays on need basis.
- b. Holiday and Weekly Offs should be informed to the Service Provider. Generally vehicle should not be sought during Holiday and Weekly off or outstation travelling. However, in case of exigency, vehicle may be required to be provided on Holidays and Weekly off or outstation travel. Service provider should quote rate separate for the same.

9.0 ROLE OF SERVICE PROVIDER :-

- a. All the costs for running and maintenance of the vehicle shall be exclusively borne by the bidder, e.g. costs towards fuel (petrol/diesel), lubricants, maintenance, regular servicing, driver's salary, etc.
- b. The contractor shall be responsible for all payment to the operating drivers, besides providing uniforms, lunch / snacks etc.
- c. The contractor shall ensure that the vehicles provided are manned by qualified driver who has at least 10 years experience of driving commercial and passenger vehicle with valid commercial driving license for driving passenger vehicle, issued by competent and designated authorities. The contractor shall engaged well behaved and honest driver with valid driving license. The Contractor must submit Name, address, copy of Driving License and police verification report of the driver engaged. Driver should not be changed without prior approval of BL and the Documents as stated above of the new Driver should be made available to the Company before such deployment. All statutory compliance with respect to the driver engaged should be complied.
- d. The Contractor must provide clean official uniform to the driver at the time of his duty. Under no circumstances BL Logo or name should be displayed on his uniform.
- e. The Contractor must ensure that the log book is signed by the user.
- f. The Driver whom the contractor will depute, must be covered under ESI scheme. In absence of ESI coverage, the contractor must take necessary insurance policy covering risks similar to ESI Scheme.

- g. As per the Road safety guideline the Driver should not use mobile phone while driving the car. However, in case of emergency, the vehicle should have hand free device for holding the mobile.
- h. The contractor must provide an undertaking that the Drivers deputed by him will not suffer from colour/night blindness.
- i. The contractor must ensure that the Driver deputed by him should not drive the car under the influence of any intoxication.
- j. In-case-of breakdown of Vehicle under contract, the Contractor should arrange for replacement of similar type of vehicle immediately. In-case-of the Contractor is not able to provide such replacement, BL can hire vehicle from market and the amount paid/payable on account of such hiring will be recovered from the Contractor.
- k. The contractor shall also procure appropriate valid permits, as may be required under the Motor Vehicles Act for running the vehicles. Consequences arising out of violation or non-adherence to Traffic rules shall be the responsibility of the contractor.
- l. The contractor shall be responsible for taking full comprehensive insurance policy for covering all risks, damages and loss arising out of the use of the vehicles, which would cover not only personal injuries to driver and the occupant of the vehicles, but also to third parties who may lodge a claim on account of any accidents. The Contractor should also abide by all statutory obligations regarding his employees. The company is not responsible for the insurance claim/ or claim of any sort.
- m. The contractor shall comply with the legal procedure in every aspect on all occasions and adhere to all statutory obligations in connection with running the vehicles on hire.
- n. In case of accidents resulting in any claim from the third parties, it shall be the responsibility of contractor to initiate or defend legal actions arising out of the use of the vehicles and payment of compensation, if any, to the third party and others who have a valid legal claim arising out of the accident.

10.0 RATES BASIS

The Rate basis shall be as under:

- a. All taxes, duties and statutory levies / charges shall be paid extra at actual against submission of relevant documents.
- b. Toll Tax and Parking Charges will be reimbursed on actual basis on submission of proper valid bill/document.
- c. Charges for Over Night stay will be paid Rs. 150/- per night on staying beyond Midnight (i.e. 00.00 hours).
- d. Rates quoted shall be inclusive of any incidental charges, if applicable.
- e. The rate quoted shall remain firm during the contract period.
- f. Rates quoted shall be valid (validity of the bid) for acceptance upto 60 days from the date of the due date of the tender.

11.0 BASIS OF SELECTION

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



- a. Bidder who will fulfil all required criteria of **Prequalification bid** will be taken into consideration as **L1**.
- b. The on-line closed bids shall be used for grading the bidders.
- c. The party emerging as lowest bidder in online offer (sum of 'Yearly Hiring Charge' + 'Hiring Charges beyond 2000 K.M.'+'Service Charges on Working on Sunday & Holidays below & beyond 8 hours' + 'Service charge beyond 10 hours in normal days' + 'Approximate Expenses of Toll Tax and Parking Charges' as per schedule – I)shall be designated as final L1.
- d. 100% quantity shall be allotted to the L1 bidder.

12.0 PAYMENT TERMS

Payment will be made within 15 days from the date of submission of bills on monthly basis, provided the bills are correct in all respect and duly certified by Officer-in-charge of the Company. Payment shall be subject to statutory deductions as per rules in force from time to time.

13.0 PENALTY DUE TO NON-PERFORMANCE

Any failure on contractor's part and if it warrants the Company to arrange an outside agency to get the work done, the same will be done on "Risk & Cost" of the contractor. The amount, incurred by Company on this account will be recovered from the contractor's bill along with claim for any other damage the company may incur.

14.0 SUB-LETTING OF WORK

No part of the contract or any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation without the consent in writing from Balmer Lawrie. In the event of contractor contravening the conditions, Balmer Lawrie shall be entitled to get the work done from any other firm at the 'Risk & Cost' of the contractor/successful bidder.

15.0 INDEMNITY & ENSURING SAFETY

- a) The Contractor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands, proceedings, damages, cost charges and expenses whatsoever. The company may forward the vendor any such claim demand or complaint made by any other person against the company. In such event, the contractor shall solely be liable for the disposal of the said complaint.
- b) The contractor will be required to indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment, such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labour [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the vendor. Such demand shall be settled by the vendor directly.

16.0 TERMINATION OF CONTRACT

In the event of unsatisfactory performance, BL reserves the right to terminate the contract without any notice. In this eventuality the Security Deposit shall be forfeited

17.0 FORCE MAJEURE

- a) Neither the Company nor the service provider 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.

18.0 GENERAL

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.

19.0 COUNTER CONDITIONS/AMENDMENT OF TERMS

Counter conditions and / or amendment of offered terms after e-bidding shall make the offer liable for outright rejection and forfeiture of EMD/SD.

20.0 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.

11.0 PROCEDURE OF BID SUBMISSION

The bidder shall submit his response through bid submission to the tender on e-Procurement platform at <https://balmerlawrie.govtprocurement.com> by following the procedure given below.

21.0 REGISTRATION WITH EPROCUREMENT PLATFORM

For registration and online bid submission bidders may contact HELP DESK of M/s C1India Pvt., Ltd., or they can register themselves online by logging in to the website

<https://balmerlawrie.govtprocurement.com>

22.0 DIGITAL CERTIFICATE AUTHENTICATION

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

All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of **C1 India Pvt Ltd.**

M/s C1 India Pvt Ltd.
C104, Sector 2, Noida – 201 301

Contact person :

1. Mr. Tuhin Ghosh	tuhin.ghosh@c1india.com	Contact No : +91-8981165071
2. Mr. Tirtha Das	tirtha.das@c1india.com	Contact No : +91-9163254290

23.0 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.

24.0 SUBMISSION OF TECHNICAL BID (E BID/ HARD COPIES)

All bidders are required to submit the hard copies of the following in a **sealed envelope**.

- Duly stamped and signed tender document. Each and every page of the tender document should be signed by the authorized signatory as a token of acceptance of terms & conditions of the tender.
- EMD / Copy of valid MSME/NSIC/SSI certificate as applicable
- All supporting documents justifying Pre-Qualification criteria.
- Deviation sheet if any. In case there is no deviation, please mark 'No Deviation' & submit the same along with Technical bid.

PLEASE DO NOT SEND ANY PRICE OFFER IN HARD BID

All the bidders submit price bid in E-Portal & upload the price format (Schedule – I given) in E-portal only.

Last date of receipt of E-bid along with technical documents is **19.09.18 – 15:00 Hrs (IST)**

Shri Susanta Kumar Sethi
Asst. Manager – HR
Balmer Lawrie & Co. Ltd.

SBU : Greases & Lubricants
P-43, Hide Road Extension,
Kolkata - 700 088

Phone Nos. : 033 – 24500148, Fax No. : 033 – 2439 2277
E-mail : sethi.sk@balmerlawrie.com

ANNEXURE – I

PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
	Telephone No:	Fax No:
		Mobile No.
		E.mail ID:
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act)	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether Copy of latest Income Tax Return uploaded/submitted	
11	GSTN Registration. No.	
12	SAC Code Number	
13	Name of the Banker	
14	Whether registration under MSEME act	
15	In case registered under MSME provide registration number and copy of registration certificate.	
16	In case of MSME vendor, mention if they fall under SC/ST Category. Provide Certificate of SC/ST if applicable.	

ANNEXURE – II

DRIVER'S DETAILS

1. Name of the Driver
2. Licence Details
3. Address of the Driver
4. Mobile No. of the Driver
5. Adhar Card No.
6. Police Verification Report : Reference No. & date
7. Address of the Previous Employer:
8. Medical Re port

ANNEXURE – III

PENALTIES

<u>SR. NO</u>	<u>DETAILS</u>	<u>PENALTY AS PER INSTANCE</u>
1.	Late arrival beyond 30 minutes 1st Instance/2nd instance/3rd Instance	100/ 200/500
2.	Un cleanliness of Vehicle 1 st Instance/ 2nd Instance/ 3rd Instance	250/350/500
3.	Driver poor knowledge of route/ bad behaviour/ irresponsible /unsafe driving- 1 st Instance. Replacement to be sought immediately after 1st Instance.	250
4.	In appropriate attire/ unclean uniform of Driver 1 st Instance/ 2nd Instance/ 3rd Instance	100/200/500
5.	Break Down of Car 1st Instance	250
6.	Recurrent of malfunction of car	1000
7.	Improper maintenance or log book 1 st Instance/ 2 nd Instance/ 3rd Instance	100/200/500

SCHEDULE NO -1

PRICE BID

MARUTI SWIFT DZIRE [AC/ PETROL]

A. Tenderer should quote the rates as follows:

Sl. No	Particulars	Qty	Unit	Rates (Rs.)	Amount (Rs.)
1	“ Monthly Hire Charge” for a minimum of 2000 KMS Running per month & for 10 Hrs. per day Duty basis. Car running more than the Minimum KMS as mentioned above will be paid on actual KMS basis.	12	Month	Per Month	Per Year
2	“Hire Charge” for more than minimum of 2000 KMS Running per month. Rate will be per K.M. basis.	500	K.M.	Per Month	Per Year
3	Service Charge for working on Sunday/ Holiday upto 8Hrs duty.	40	Days	Per Day	Per Year
4	Service Charge (includes fuel, driver charge etc) Per Hour beyond 10 Hrs. duty in a Day for normal working days or beyond 08 Hours duty on Sunday/ Holiday.	400	Hour	Per Hour	Per Year
	Total (Sl No. 1+2+3+4)				
6	Month & year of make of Vehicle offered and Model No *				

Note: [1] Rate quoted above shall be inclusive of fuel, driver charges, etc. Excluding GST or any other statutory Taxes.

[2] Above quantities in point 2, 3 & 4 above are indicative only and may vary as per requirement. No minimum guarantee for item no 2, 3, & 4.

[3] Parking and Toll Tax will be reimbursed after providing Actual Parking Slip and Toll Tax Slip.

[3] Charges for Over Night stay will be paid Rs. 150/- per night on staying beyond Midnight (i.e. 00.00 hours).