

BALMER LAWRIE & CO. LIMITED.

GREASES & LUBRICANTS

SURVEY NO. 201/1, SAYLI ; SILVASSA – 396 230

PHONE Nos. 0260 – 6993940, 6993945, 9558818876

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Enquiry No. : GLS/TE18/ 063 13/11/2018

Due on 03/12/18 till 6.00 PM

M/s _____

E-TENDER [THROUGH REVERSE AUCTION] FOR TRANSPORTATION of various Types of Base Oils/LDO/CBFS (Elasto) in tankers [12 KL plus 18/20 and 22/24 KL] from Mumbai/Nav Mumbai and also from Kherdi-Silvassa to Balmer Lawrie at Sayali-Silvassa

Balmer Lawrie & Co Ltd (A Government of India Enterprise) falls under "Ministry of Petroleum & Natural Gas" and is one of the leading manufacturers of 'Balmerol' brand of greases and lubricating oils.

Balmer Lawrie & Co Ltd invites Bids for inbound transportation of CBFS/ELASTO, 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	8800	KL	12 KL plus 18/20 and 22/24 KL
2	FROM SILVASSA (KHERDI) TO BL SAYALI-SILVASSA.	1200	KL	

- **Vendor must use separate tanker for CBFS/ELASTO.**
- **The estimated quantity** to be delivered shown in tender document is indicative and is subject to change. Transporters can quote for item No 1 or item No.2 or both the items as they wish. 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.

TENDER DOCUMENTS :

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.

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The tender document can also be downloaded from websites www.balmerlawrie.com , www.eprocure.gov.in , <http://gem.gov.in> ,



SUBMISSION OF OFFER :-

Sealed Bids [As per enclosed "Annexure-I] along with EMD in a sealed envelope super-scribed as "Tender Enquiry No: GLS/TE18/663 dated 17/11/2018 - 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 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 Price Bid with all the documents to meet the Criteria.

- Tenders received after the due date & time will not be considered. Tenders received late / without EMD / 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.

EARNEST MONEY DEPOSIT (EMD) and SECURITY DEPOSIT (SD)

- Tenderer shall pay **Rs. 25000/-** EMD by D.D./ Pay Order drawn on any scheduled Bank payable at Silvassa in favour of Balmer Lawrie & Co. Ltd. This should be submitted along with the Technical Bid. ~~Bids submitted without EMD will be rejected. However, a vendor whose EMD is lying with us~~ (excluding EMD against the current contract if any) for Rs.25,000 or more can mention the reference of EMD paid earlier in lieu of fresh payment for the same.
- **The MSME vendors are exempt from submission of EMD**
- EMD of successful bidder can be adjusted against Security Deposit with written request of bidder. Value of Security Deposit will be equivalent to 5% of the total order value (rounded off to nearest thousand). Bank Guarantee with equivalent value, with validity till 31-12-19, will also be accepted in lieu of SD
- EMD of unsuccessful bidder would be returned after the finalization of tender.
- The MSME vendors quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 20 per cent of total tendered quantity for the grade at the respective plant subject to assessment of operational feasibility by tendering authority

QUALIFICATION / CRITERIA

- **No. of Tank Lorries :-** At least eight (08 Nos) tankers of 12 to 24 KL 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 and vendor should have minimum 2 tankers of 12 KL
- **Age of Vehicles :** Age of vehicles offered should not exceed eight (8) years as on 01-11-2018.
- **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. Time period not more than 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 (financial years will be 2015-2016, 2016-2017 and 2017-2018).
- **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]
- **Vendor** should submit all the details and enclosures as specified in the tender.
- **Tank-lorries** quoted in the tender should have all valid documents such as calibration certificate; registration certificates 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.
- **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.

PARTICIPATION IN PRICE BID

- Bidders successfully meeting the pre-qualification criteria will be informed about date & time of "Online Close/Sealed Bid" which will be followed by Reverse Auction (in due course of time). 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.

Ankur Kedar



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.
 - Divide the work between Carriers in a ratio of i.e. 60% to L1 and 40% to L2 provided L-2 matches L1 rate.
 - 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.
- Only those Tenderers who are qualified in Pre-Bid evaluation (and intimated by us) will be allowed to bid online. They are advised to quote/bid well before the closing time and date that will be intimated to them after Pre-Bid evaluation. 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 advance 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.

RATES BASIS : The Rate basis shall be as under :

- a. Rates quoted shall be inclusive of all charges but excluding GST.
- b. The vendors can quote any one or for both the markets i.e. Mumbai-Silvassa and/or Kherdi-Silvassa to Sayali-Silvassa. The L-1 vendor for each market will be determined separately.
- 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:** - Bidders successfully meeting the pre-qualification criteria will be informed about date & time of submission of online primary-bid. 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 Start Bid Price (SBP) and Minimum Decrement amount shall be communicated before the commencement of the reverse auction.
- The company may, split the order between two lowest bidders in a ration of 70:30 or 60:40
- **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 the order without assigning any cause. Incomplete offer would not be considered for evaluation.

ESCALATION / DE-ESCALATION

The escalation / de-escalation will be payable when diesel price differential exceeds Rupee 2.00/Litre from the reference diesel rate. **The reference Diesel rate shall be the ruling retail price of diesel charged by IOCL in Mumbai on the date of reverse auction.** The escalation / de-escalation shall be worked out rounded off to the nearest rupee as per the following formula :

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

For example :

Contract rate ₹ 10,000	Diesel Rate (₹ / Ltr)	Differential as per above formula	New Contract Rate ₹
[Reference Diesel Price – ₹.55/Litre]	53.20	Nil since decrease < 2	10,000
	56.90	Nil since increase < 2	10,000
	57.10	(+) 95.45	10,095*
	58.80	(+) 172.73	10,173*
	52.75	(-) 102.27	9,898*
(*Rounded off to the nearest rupee)			

Anurag Kedar



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.
- **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.
- 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 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 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 one year from the date of P.O. or L.O.I. It can be extended with the same rates and terms with mutual agreement.

For Balmer Lawrie & Co Ltd



S.B.Kadam/Shobhit Srivastava
Sr.Manager-SCM / Manager(Purchase)



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 (table detailing Tanker Registration No./ Capacity / Age etc)
3. Demand Draft or Pay Order for EMD drawn in Favour of **Balmer Lawrie & Co. Ltd. Payable at Silvassa or Vapi.**
4. Attested/acknowledged copy of PAN Card.
5. Experience letters - from contracting company (declaring the job values) for transportation of bulk petroleum products or copy of contract/LOI. This should ensure vendor's experience of three years.

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.