



**Greases & Lubricants - Silvassa,  
Survey No.201/1, Sayli,  
Silvassa - 396 230 (UT of D&NH)  
Tel. No. 9099084731, 32**

**NOTICE INVITING TENDER**

**Tender No. GLS/TE20/011**

**Dated 19/06/2020**

**Due date of Tender: 24/06/2020 Till 6.00 PM**

Online [Two – Bid] offers are invited for Engagement of “Eight (8) Seater AC Vehicle” vehicle on monthly hire basis for the purpose of transporting passengers and light weight material and visiting Vapi and other adjoining areas depending on the requirement for a period of One Year from the date of PO/LOI which may be extended on same terms and conditions for further period of one year for our plant at Silvassa. The tender document can be downloaded from [www.balmerlawrie.com](http://www.balmerlawrie.com) website or may also be collected from our office [address mentioned below].

Declaration of GeM:- The tendered item (scope Or service) is not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item (both materials & services) on GeM.

**Contact details**

Balmer Lawrie & Co.Ltd.  
Greases & Lubricants - Silvassa,  
Survey No.201/1, Sayli,  
Silvassa – 396 230.

Contact Persons:

Mr. Shobhit Srivastava, Mgr Purchase, Contact No : 9898896501  
Mr. Susanta Bhattacharya, Dy. Mgr HR, Contact No : 9831216426

PRE-QUALIFICATION CRITERIA

Pre-qualification / Eligibility criteria for Contract

Name and address of the company: -

Sl. No.	PRE-QUALIFICATION CRITERIA	DOCUMENTS REQUIRED	Submitted – Yes/ No
1	Should not have been blacklisted by any PSU/Govt Dept/Govt Agencies	Self Declaration will suffice through BL can vouch for its correctness	
2	Should have executed minimum two similar orders in last three years in more than one reputed organisation.	PO to be enclosed	
3	Should have at least 3 cars in its fleet	Documents of the cars should be submitted	
4	Should be in similar business for last 3 years	Trade license to be enclosed in this regard	
5	Bidder should not be employee of Balmer Lawrie of his/her family members.	Self Declaration will suffice through BL can vouch for its correctness	
6	Retired employee cannot participate in the tender within 2 years of his/her retirement	Self Declaration	

## ANNEXURE - I

### TERMS & CONDITIONS

1. The tenderer means all parties/firms who respond against this tender notice and successful tenderer(s) mean party/parties, with whom the order is placed and shall be deemed to include the tenderer's successors, representatives, heirs, executors and administrators duly approved by the firm.
2. **Purpose of Contract:**  
This contract is for engagement of "Eight (8) Seater AC Diesel vehicle
3. The tenderer is expected to quote in accordance with our terms and conditions. Separate/ Additional conditions which may accompany the quotation of the tenderer will not be acceptable.
4. **Contract Duration** – The contract, if any, awarded against this tender will be for a period of One Year from the date of issue of Letter of Intent or Purchase order and can be extended on mutual consent on same terms and conditions for a further period of one year after expiry of initial agreement.
5. **Tender Evaluation**

The tender would be finalized on the basis of the lowest Monthly hire charges for **1800 Km running part A of table as per Annexure -II.**

**BL assures 1800 Km as Minimum guaranteed running for any month.**

**If any month the vehicle runs beyond 1800 Km, the extra amount will be paid on proportionate basis over & above of the amount quoted for 1800 Kms.**

#### **Pre-Qualification / Technical Criteria**

**Pre-Qualification / Technical Bid of Bidders fulfilling the qualification criteria as mentioned below will only be considered for Technical and Commercial evaluation. Bidders who are having unresolved issues, disputes, complaints, legal or court cases against the company and bidders with whom Balmer Lawrie have/had any dispute during the last 5 years whether the same has/had been subsequently settled or not, will not be eligible to participate/bid in the tender.**

6. **The offers/tenders from unregistered vendors will also be accepted through Website.** Balmer Lawrie & Co Ltd. (BL) reserve the right to cancel any or all offers at their sole discretion without assigning any reasons whatsoever.

**7. The bidder should have the vehicle commercially registered under their name with a valid Insurance Policy, valid PUC certificate, Fitness Certificate issued by the RTO at the time of submission of their offer.**

- 7.1 The vehicle offered should have safety provisions and it should be properly maintained and seat cover should be neat and clean.
- 7.2 The passenger vehicle offered for hiring should not be more than 5 years' old at any given point during the contract period and with a maximum run of 50,000 Kms.
- 7.3 The vehicle should be serviced as per OEM's specification and a Service Book should be available wherein details of services availed should be mentioned.
- 7.4 Driver engaged by the service provider must hold a valid commercial license for driving passenger vehicle since last 05 years.
- 7.5 The service provider must provide clean uniform with shoes to the driver.
- 7.6 The service provider must take medical insurance policy for the driver.
- 7.7 The service provider has to provide an undertaking that the driver provided by him does not suffer from colour/ night blindness along with the tender.
- 7.8 The service provider 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 the company and the documents as stated above of the new driver should be made available to the company before such deployment.
- 7.9 The service provider must indemnify Balmer Lawrie against any liability arising out of the operation of this contract for which BL is not responsible.
- 7.10 The service provider must provide for fuel, lubricants and consumables including repair, statutory payment etc and he will be responsible for proper upkeep and regular servicing of the hired vehicle.
- 7.11 Service provider must ensure that the log book is signed by the users.
- 7.12 Information as per Annexure - I should be provided by the bidder.
- 7.13 In case of breakdown of Vehicle under contract, the service provider should arrange for replacement of similar type of vehicle immediately. In case the service provider/ vendor is not able to provide such replacement, BL can hire vehicle for market and the amount paid/ payable on account of such hiring will be recovered from the service provider.
- 7.14 Toll Tax, parking fees is reimbursable on submission of original documents.
- 7.15 Fines, penalty, interest, etc charged for violation of traffic rule will not be paid by BL under any circumstances.
- 7.16 In case the proprietor drives the cab, he should abide by all terms of the tender.

**8. The bidders are specifically advised to note that BL normally would not carry out any negotiations except with such parties who is / are the lowest bidders originally. As such, it would be in the interest of the bidders to quote lowest possible rates.**

**Negotiations may be held if Balmer Lawrie feels it necessary.**

9. **Validity of Quotation:** The quotation should be valid for the Company's acceptance for a **period of 60 days** from the due date (excluding the due date) of the tender

10. **Sub-Contracting:** The successful bidder shall not be allowed to sub contract either wholly or any part of the order without Company's prior consent in writing.

11. **SECURITY DEPOSIT:**

The Successful bidder will be required to pay Rs 15,000/- ( Rupees Fifteen Thousand ) within 15 days of issue of the Purchase Order by way of Demand Draft / Pay Order in favour of 'Balmer Lawrie & Co. Ltd ', payable at Silvassa as a Security Deposit

- **The Security Deposit will not bear any interest.**
- Security Deposit is liable for forfeiture, if
  - Successful bidder fails to provide vehicle and/or driver as per our requirement.
  - Successful bidder violates the tender condition,
  - Security Deposit will be refunded after successful completion of the contract.

12. In case of unsatisfactory performance of the successful tenderer, failure to adhere to prescribed norms or misbehavior with employees of the company etc., the company reserves its right to cancel the contract or to deduct such amount as the company may deem reasonable due to loss of goodwill, business and goods from the security deposit held with us.

13. **PENALTIES:**

Sl No	Details	Penalty in Rs per instance
1	Late arrival beyond 30 minutes 1 <sup>st</sup> Instance/ 2 <sup>nd</sup> Instance/ 3 <sup>rd</sup> Instance	100/200/500
2	Uncleanliness or unhygienic condition of the Vehicle 1 <sup>st</sup> Instance / 2 <sup>nd</sup> Instance/ 3 <sup>rd</sup> Instance	250/350/500
3	Driver – bad or rude behavior/ irresponsible/ unsafe driving : maximum one instance will be tolerated ( and will be reported ). However, contractor must replace driver immediately after 1 <sup>st</sup> instance else contract may be terminated	250
4	In appropriate attire/unclean uniform of Driver 1 <sup>st</sup> Instance/ 2 <sup>nd</sup> Instance/ 3 <sup>rd</sup> Instance ( contract may be terminated after 3 <sup>rd</sup> instance )	100/200/500
5	Break Down of Car – Penalty for every incidence	250
6	Recurrent malfunction of car	1000
7	Improper maintenance of log book 1 <sup>st</sup> Instance/ 2 <sup>nd</sup> Instance/ 3 <sup>rd</sup> Instance	100/200/500

13. Maintenance/servicing etc. of vehicle will be borne by contractor/ service provider.
14. In case of breakdown/maintenance alternate arrangements will have to be made by the successful tenderer ( contractor/service provider) by providing another suitable vehicle. In case the tenderer fails to provide another vehicle in time, the company may hire a vehicle from the market. The hire charges of the vehicle would be recovered from monthly bill of the tenderer.
15. The vehicle should be covered under Third Party Insurance and Road Tax should be duly paid.
16. **Monthly Payment will be made only on the basis of actual running verified by the Officer of the company within 15 days from the date of receipt of the monthly bill. Income Tax may be deducted (TDS) at the prevailing rates time to time from the monthly running bill.**
17. The tenderer shall hold the company harmless and indemnified from and against all claims, charge and cost for which the company may be held liable under the Workmen's Compensation Act, 1923 and other statutory liabilities . Employees Liability Act, 1930 and amendments thereof and expenses which the company may be made bear by them in respect of personnel injuries to the servants and employees of the company, arising out or occasion through the acts of commissions/omissions whether due to negligence or not, of the contractor his agents or his employees in carrying out the job of the tenderer.
18. The tenderer shall hold the company harmless and indemnified from all claims, costs and charges for which the company may be held liable in respect of any loss of injury exchanged to any third party through servants/employees/agents. The indemnity shall be in addition to, and not in lieu of nay indemnity towards the Company may be entitled by law.
19. The tenderer shall pay their workers equivalent to or more than Minimum Wages applicable in the UT of Dadra Nagar Haveli, and shall indemnify the company against any claim arising out of any action taken against the Company on account of tenderer's failure to fulfill the above conditions.

## 20. ARBITRATION

Any dispute or difference arising under this Contract shall be referred under jurisdiction of **Kolkata** to a sole arbitrator to be appointed mutually by the Parties and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the arbitrator, if any, shall be shared equally by both the parties. The award shall be a speaking award stating reason therefor and is final & binding on the parties. The

proceeding shall be conducted in English language and courts at **Kolkata** will have exclusive jurisdiction to settle any dispute arising out of this contract.

**21- Opening of Price Bid**

The Price Bid of Bidders with valid offers and meeting the Pre-Qualification / Technical Criteria as set by BL shall only be opened.

**22- 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/ newspapers. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

**23- GST Clause :-** "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.

For **BALMER LAWRIE & CO LTD**  
**Greases & Lubricants – SILVASSA**

**AUTHORIZED SIGNATORY**

**Annexure 1**

**Details of the Bidder**

1. Name of the Driver : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Mobile No / Contact No : \_\_\_\_\_
3. PAN No. : \_\_\_\_\_
4. Aadhar Card No : \_\_\_\_\_
5. Bank Details : \_\_\_\_\_
6. Details of Vehicle offered :
- |                     |   |       |                  |
|---------------------|---|-------|------------------|
| Model               | : | _____ |                  |
| Colour              | : | _____ |                  |
| Registration No     | : | _____ |                  |
| Year of Vehicle     | : | _____ |                  |
| Insurance Policy No | : | _____ | Validity : _____ |
| PUC No              | : | _____ | Validity : _____ |
| Chasis No           | : | _____ |                  |

**Documents to be enclosed**

7. Undertaking that there is no court case / dispute with customer pending as on date :
8. Turnover of Previous 3 Years :

<b>Financial Year</b>	<b>Turnover in Rupees</b>
2017 - 2018	Rs.
2018 - 2019	Rs.
2019 - 2020	Rs.



**ANNEXURE- II**

**PRICE BID – to be filled by BIDDER**

Sr. No	Description	Rs. (in Figures /Numerals)	Rupees ( in words )
<b>MODEL – 8 Seater vehicle</b>			
A	Rate for 1800 Km for the month along with Driver.		
B	Rate for beyond 1800 km cab Run Rs/Km		
C	GST / Tax / if any - ( in Terms of Percentage )		
D	Rate for the year [12 months D= AX12 Months		

**Note:**

I / We have studied the Tender Documents carefully and have quoted our lowest rates, in accordance with the **Terms and Conditions** as laid down in the Tender Documents.

<b>Company Seal</b>	<b>Signature</b>	
	<b>Name</b>	
	<b>Designation / Status</b>	
	<b>Company</b>	
	<b>Date</b>	

**Annexure-III**

**AFFIDAVIT CUM DECLARATION**

I, Shri. \_\_\_\_\_, S/O  
Shri \_\_\_\_\_, Proprietor of M/s. \_\_\_\_\_, the  
deponent herein, aged \_\_\_\_\_, religion \_\_\_\_\_, occupation \_\_\_\_\_,  
Indian citizen, having permanent address at \_\_\_\_\_ ( complete address),  
do hereby state and declare on solemn affirmation as under :-

1. I say that I have entered into a contract with M/s. Balmer Lawrie & Co. Ltd. (hereinafter referred as 'the Company') for the purpose of \_\_\_\_\_. The said contract was awarded to me by the Company after floating a tender for the aforesaid purpose.
2. I state and declare that currently, there are less than **(10)** employees employed by me.
3. I state and declare, that I am a **(Very Small)** Establishment as per the Labour Laws (Exemption From Furnishing Returns and Maintaining Registers by Certain Establishments) Act, 1988. I also state and declare that under the provisions of the above Act, I am exempted from maintaining the Labour Compliance under different Labour Laws and instead I am only required to maintain Form A, B, C and D.
4. I state and declare that I take full responsibility of the above statement of exemption under the said Act and also take full responsibility of the action of non-compliance of the labour compliance due to exemption under the abovementioned Act.
5. I say that whatever stated in this affidavit is true and correct and without any pressure and the same is binding to me.

Solemnly affirmed at \_\_\_\_\_ on \_\_\_\_\_ this day of \_\_\_\_\_, 2020

.....  
( Deponent )

.....  
Identified, Explained and Interpreted by me  
And signed before me

**Annexure-IV**

**INDEMNITY BOND**

This deed of Indemnity executed by ..... hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Balmer Lawrie & Co. Ltd., hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

**Whereas** the indemnified herein has awarded to the Indemnifier herein the contract pursuant to the tender floated for the purpose of ..... on terms and conditions set out interalia in Contract dated ..... and Tender No. ....

**And Whereas**, clause of the above mentioned Contract and Tender provides for maintenance of Labour registers and also to follow all the applicable Labour Compliance. However, the indemnifier has submitted a Declaration cum Affidavit dated ....., stating on oath that the indemnifier is exempted from following and maintaining the Labour Compliance provided under the (.....factories act/ contract labour/ or any other applicable Law.....) and therefore, the Indemnifier is not required to maintain or follow the said the Labour Compliance provided under the (.....factories act/ contract labour/ or any other applicable Law.....).

The indemnifier hereby irrevocably and unconditionally agrees to indemnify the indemnified that even after submitting the said Affidavit of exemption of labour compliance, in the event of the abovementioned non-compliance by the indemnifier, if there incurs on the Indemnified, any liability, in any form or manner whatsoever, direct or indirect; any loss, damage, harm, inconvenience or responsibility, then the indemnifier shall be responsible, accountable and liable for the said act and will thereby pay on indemnified's behalf the amount towards any financial liabilities, goodwill harm, damages, losses, penalties, compensations, interests, etc., which are casted upon the indemnified.

Place:.....

Date :

.....  
Signature of Indemnifier  
(Name and Designation)

.....  
Signature of Indemnified  
(Name and Designation)

Witness:

1.....

Signature with Name,  
Designation & Address.

2.....

Signature with Name,  
Designation & Address

CONDITIONS FOR ONLINE BID SUBMISSION

**1.Registration with e-Procurement platform:**

For registration and online bid submission bidders may contact HELP DESK of M/s C1 India Pvt., Ltd.  
Contact Nos. and email IDs for C1 India helpdesk officers

Name	E-mails	Phone Numbers	Availability (1000-1830 Hrs)
Mr. Tirtha Das	tirtha.das@c1india.com	9163254290	Mon-Fri
Mr. Partha Ghosh	partha.ghosh@c1india.com	8811093299	Mon-Fri
Mr. CH. Mani Sankar (Chennai)	<a href="mailto:chikkavarapu.manisankar@c1india.com">chikkavarapu.manisankar@c1india.com</a>	8939284159	Mon-Fri
Ms. Ujwala Shimpi (Mumbai)	ujwala.shimpi@c1india.com	+91-22-66865608	Mon-Fri
Helpdesk Support (Kolkata)		+91-8017272644	Mon-Sat

Or

**Balmer Lawrie's officials Contact nos. and e.mail ID's :**

**Mr Shobhit Srivastava Mob.09099084731 [Ext 12/30] -[srivastava.sk@balmerlawrie.com](mailto:srivastava.sk@balmerlawrie.com)**

**Pre-Requisites Before Login to System (Software requirements.)**

Minimum System Requirements:

- Pentium III or Later Processor
- Minimum of 128 MB of RAM
- Minimum 1 USB port (If Certificate is in USB Token)
- DSC Dongle driver should be installed before logging in
- Reliable Internet Connectivity
- Certificate with full chain
- Certificate should not be expired it should be valid certificate

**Operating System:**

- Windows 2000 Professional
- Windows XP

**Browser Version:**

- Internet Explorer Versions 6.0 SP2 and above

**Java Component:**

- Go to Control panel>Add/Remove Programs>

- Check whether Java Runtime Environment is installed on your machine or not.

**Procedure for Bid Submission**

The bidder shall submit his response through bid submission to the tender on procurement platform at <https://balmerlawrie.eproc.in> by following the procedure given in the Catalogue.

**Digital Certificate authentication:**

The bidder shall authenticate the bid with his Digital Certificate (Class II) 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.

**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.

**After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD (If Applicable) along with other documents as required, to the Tender Inviting Authority before the due date at Silvassa Office.** The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

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.

**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.