

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

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

NOTICE INVITING TENDER

- | | | | |
|-----|-----------------------|---|----------------------------------|
| 1 | Type of Tender | : | Limited e - Tender |
| 2 | Tender No. | : | GLK/TE17/ 079 |
| 3. | Tender date | : | June 08, 2017 |
| 4. | Tender Due Date | : | June 19, 2017, 11.00 hrs. IST |
| 5. | Item | : | Dimer Fatty Acid |
| 6. | Quantity | : | 10 MT + 10 % (max.) |
| 7. | Validity of Offer | : | 45 days from tender opening date |
| 8. | Earnest Money Deposit | : | As per detailed terms of tender. |
| 9. | Security Deposit | : | As per detailed terms of tender. |
| 11. | Tender document | : | Attached. |

TENDER DOCUMENT

Balmer Lawrie & Co. Ltd. (hereinafter referred to as BL) is a leading manufacturer of greases in India. BL desires to purchase 10 MT (+10%) Dimer Fatty Acid. On line / Sealed tenders are invited from manufacturers of world repute and / or their authorized agents.

1.0 **Product Specifications** :

2.0 **Packing**

Suitable seaworthy packing.

4.0 **Quantity** : 10 MT + 10% (max.) MT for Kolkata plant.

5.0 **Quality**

Each lot/batch should be accompanied by the manufacturer's test and approval of quality report. Bidders are requested to provide a declaration along with their offer that their product would meet all technical specifications mentioned elsewhere in the tender document.

Specification of DIMER FATTY ACID

Parameter	Test Method	Specified Limit	
		Minimum	Maximum
Appearance	Visual	Amber Viscous Liquid	
Moisture,%	IS 548 (Pt.I)-1964		0.1
Acid Value, mg KOH/g	IS 548 (Pt.I)-1964	192	200
Monomer Content,%	IS 548 (Pt.III)-1964		2
Dimer Content,%	IS 548 (Pt.III)-1964	79	85
Unsaponifiable Matter, %	IS 548 (Pt.I)-1964		0.3
Colour	Gardener		6
Flash Point, °C	ASTM D92	280	
Kinematic Viscosity at 25°C, mPa.s	ASTM D445	7500	10000

6.0 **Reference and testimonials**

Bidder(s) should provide details of their manufacturing locations including capacities, quality system certifications, major current customers in India and overseas.

If overseas bidder is represented by agent in India, the latter shall furnish agency agreement / authorization from their principal to act on their behalf.

7.0 **Mode of shipment** : By Sea for overseas bidders. For domestic bidders, the offer must be FOR destination only.

8.0 **Price**

8.1 **For Overseas bidder(s)**

Rate(s) should be quoted in US Dollars as follows

a) CIF Kolkata

Price should be valid for shipment up to June 30, 2017.

8.2 **For Domestic bidder(s)**

Rate(s) should be quoted in Indian Rupees (INR) on FOR delivery to BL plant as follows :

a) G&L Kolkata

All taxes and duties like Excise Duty, VAT, Freight etc. are to be clearly mention in the offer.

Price should be valid for delivery up to August 31, 2017

After placement of order, the price of Dimer Fatty Acid will remain firm and no upward revision of price request will be considered by BL on any ground.

9.0 **Payment Terms**

For overseas Bidder(s) : Within 60 days from the date of Bill of Lading against original shipping documents sent through our bank.

Domestic Bidder(s) : Within 30 days from the date of receipt of materials at BL's plant.

10.0 **Country of origin**

Bidder(s) must mention the country of origin of the material in their offer.

11.0 **Customs tariff number**

Overseas bidder must provide the customs tariff number in their offer.

12.0 **Pre-shipment inspection**

The material should be pre-inspected regarding its identification, verification of manufacturer's test certificate against BL's requirement and weighment certificate(s), issued after physical shipment of cargo by an independent inspection agency at bidder's cost. CIF price should be inclusive of this pre-inspection charges.

13.0 **Delivery Schedule**

Overseas Bidder(s) : One container of 10 MT +10% max. to be shipped within 20 days of placement of order / letter of intent.

Domestic Bidder(s) : The entire order quantity is to be delivered to our Kolkata plant within 45 days from our Order / LOI.

14.0 **Call – Up and Lead Time**

Dispatch / shipment to be effected within 20 days from the date of issue of call-ups. In case of non-shipment of material within 20 days, BL at their own option may act either of the following :

- a) Deduct a sum of @ ½ % per week subject to a maximum of 5% on total invoice value (CIF basis) as pre-determined Liquidated Damages
- b) Purchase from other sources and deduct the differential amount from their next supply
- c) Cancel the order and forfeit the Security Deposit

BL's decision in this regard will be final and binding to the supplier.

15.0 **Risk Purchase**

Without prejudice to other provisions in the tender, in the event of the supplier failing to supply within the stipulated lead time as per our call up mentioned against sl. No. 14.0 above, BL shall have the option to procure the product from alternate sources, at the risk and cost of the supplier without further intimation.

In case of rejection, if any, dispatch of replacement material for domestic suppliers and effecting shipment for overseas suppliers, is to be made within one week of intimation failing which BL shall have right to procure the product from alternate sources at the risk and cost of the supplier without further intimation.

16.0 **Guarantee**

On receipt and testing of the product [within 10 days of arrival in the plant], if it is found that it does not meet the contractual specifications, the supplier shall replace the product free of cost and shall also reimburse the buyer any costs that the buyer might have incurred on the off-spec material.

17.0 **Arbitration**

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Chairman and Managing Director (C&MD) of BL who may either act himself/herself as Sole Arbitrator or nominate some officer of BL to act as an Arbitrator to adjudicate the disputes and differences between the parties (except those in respect of which the decision of any person is by the contract expressed to be final and binding).

The supplier shall not be entitled to raise any objection to the appointment of such officer of BL as the sole arbitrator on the ground that the said officer is an officer of BL or that he/she in the course of duties as an officer of BL he/she has/had expressed views on all or any of the matters in dispute or difference.

The award of the arbitrator shall be final, conclusive and binding on all the Parties to the agreement subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules made thereunder for the time being in force.

The award shall be made in writing and published by the Arbitrator within six months of entering upon the reference or within such further time mutually extended by the parties. The arbitrator shall have power to order and direct the parties to abide by, observe and perform all such directions as the arbitrator may think fit and proper to issue having regard to the fact that the arbitration proceedings have to be completed within the specified period solely on the principles of Natural Justice.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and differences and in particular shall make separate awards in respect of each claim or cross claims of the parties.

The arbitrator shall be entitled to direct any of the parties to pay the costs of arbitration in such manner and to such extent as a arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration whenever called upon to do so shall be bound to comply with such direction without any demur.

Notwithstanding anything contained in any other law, the Parties hereby agree that the courts in the city of Kolkata alone shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall be filed in the courts in the city of Kolkata only.

18.0 **Compliance with Regulations**

Bidder(s) will warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreements, working conditions and technical codes and requirements as applicable from time to time. The supplier shall execute and deliver such documents as may be required to effect or to evidence such compliance.

All laws and regulations required to be incorporated in this charter are hereby deemed to be incorporated by these references. BL and their authorized representatives disown any responsibility for any irregularity, contravention or infringement of any statutory regulations in the manufacture and / or supply of goods /services covered by this agreement/contract.

The vendor shall issue the excise paid invoice so that equivalent amount may be availed as Cenvat credit by us, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by us if applicable.

19.0 **Force Majeure**

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays, failure of performance is caused by occurrences such as Acts of God or an enemy, decrees of any government or governmental authority, acts of war, rebellion, sabotage or fires, floods, explosions, riots, or strikes. The Vendor shall keep records of the circumstances referred to above and bring these to the notice of the concerned officer of the buyer in writing within 7 days on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the contract period. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. Such period of time shall be extended by the buyer to enable the Vendor to deliver the items within such extended period of time.

As soon as the cause of Force Majeure been removed, the party whose liability to perform its obligation has been affected shall notify the other of such cessation and inform the other party the actual delay incurred in such affected activities. Any such event, whenever it occurs, provided that it prevents, affects or delays the party in performing contractual obligation, shall justify the claim of Force Majeure.

20.0 **Earnest Money Deposit (EMD)**

All bidders must submit an interest free EMD of INR 25,000 (for domestic bidder) / USD 400 (for overseas bidder) by Pay Order / DD drawn on any schedule bank in India in favour of "BALMER LAWRIE & CO. LTD." and payable at Kolkata (Calcutta), India.

EMD of unsuccessful bidder(s) will be returned after finalization of the tender. However EMD of successful bidder(s) will be returned only after submission of Security Deposit.

22.0 **Security Deposit (SD)**

After receipt of Purchase Order (PO) / Letter of Intent (LOI), the Supplier(s) must submit interest free Security deposit within 15 days from the date of receipt of LOI/PO as applicable in the form of Pay Order / DD drawn on any schedule bank in India in favour of "BALMER LAWRIE & CO. LTD." and

payable at Kolkata (Calcutta), India @ 2% of the order value (basic order value without taxes and duties). This may be given in the form of Bank Guarantee from any Nationalized / Scheduled bank in India of equivalent amount valid till end of the contract.

If the tender quantity is split between two or more vendors at the time of placement of order, the security deposit will also be divided at the same proportion.

23.0 **Validity of offer**

Offer(s) should be valid for our acceptance upto 45 days from the due date or the extender due date, if any, of the tender.

24.0 **Submission of offer**

The domestic bidders are required to submit their offer on-line. However the EMD and other documents, if any must reach our office before due date and time of the tender.

Each page of the tender document shall be stamped and signed by the authorized representative of the bidder and must be submitted along with their offer.

Any deviation against the tender terms and conditions will not be acceptable. However in case of any unavoidable circumstances, the bidder must mention the same in the Deviation sheet (Annexure I).

BL, at its own discretion may accept the deviation or reject the offer without assigning any reason whatsoever.

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Offer(s) received after due date and time will not be considered for evaluation and the sealed envelope(s) will not be opened. BL will not take any responsibility for not reaching the offer within the due date and time.

Thanking You

Yours Faithfully
for **Balmer Lawrie & Co. Limited**

(Subimal Ghosh)
Executive (CP)

CONDITIONS FOR ONLINE BID SUBMISSION

1.0 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 eProcurement 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.

2.0 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>

3.0 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 - 201301

Contact person :

Ritabrata Chakraborty (Kolkata)

Cell : + 91 97487 08094
e-mail : ritabrata.chakraborty@c1india.com

4.0 Submission of Hard copies

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / or EMD along with other documents as required, to the Tender Inviting Authority before opening of Techno-commercial /Unpriced bid. The bidder shall furnish the original DD / Bank Guarantee 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.

5.0 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

6.0 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.

Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity