

BALMER LAWRIE & CO LTD
(A Government of India Enterprise)

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

NOTICE INVITING TENDER

1. Tender No. : GLK/TE17/344 , dated February 22th, 2018
2. Tender Due Date : March 5th, 2018 at 15.00 HRS IST
3. Type of Tender : Limited Tender (Single Bid)
4. Item : Polyalphaolefin 9 / 10 [PAO 9 / 10]
5. Quantity : **4 MT (+/- 15%) for Kolkata & 2 MT (+/-15%) for Silvassa**
6. Earnest Money Deposit : **Rs.15,000** (Indian Rs fifteen thousand/
USD 220 (Two twenty US dollar)
7. Security Deposit (SD) : EMD to be converted to SD
8. Period of Contract : One month from the placement of LOI/PO
9. Validity of Offer : 30 days from the due date of the tender

DETAILS OF TENDER

Balmer Lawrie & Co. Ltd. (BL), a Govt. of India Undertaking under the Ministry of Petroleum and Natural Gas, invites electronic bids from manufacturers / potential bidders engaged in the business of supply of Polyalphaolefin 9 / 10 [PAO 9 / 10] as per Technical Specifications as follows.

1. Technical Specifications :

Sl.No.	Characteristics	Specification	
		Min	Max
1	Appearance	Clear, bright & odourless	
2	Colour (ASTM D 1500)		0.5
3	Specific Gravity at 15 Deg C	0.83	0.85
4	Kinematic Viscosity at 40 deg C, cSt (ASTM D 445)	50	75
5	Kinematic Viscosity at 100 deg C, cSt (ASTM D 445)	8.5	10.5
6	Viscosity Index, (ASTM D 2270)	135	
7	Flash Point Deg C, Min (ASTM D 92)	260	
8	Pour Point Deg C (ASTM D 97)		(-) 33
9	Total Acid no mg KOH/g (ASTM D 974)		0.1
10	Water, ppm,max		50

A confirmation is required by all bidders alongwith their bid that the product offered by them is meeting the above specifications without any deviation.

2. Packing

In Barrels in seaworthy packing. Nett weight of material per bag should be 160 Kg – 200 Kg.

3. Quality :- 4 MT (+/- 15%) for Kolkata & 2 MT (+/-15%) for Silvassa in a single lot.

4. Supply :

Each lot/batch should be accompanied by the manufacturer's test certificate 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.

6.0 Reference and testimonials

Bidder(s) should provide the country of origin of the material.

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 Kolkata only.

8.0 **Price**

8.1 **For Overseas bidder(s)**

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

a) CIF Kolkata Port & CIF Nava Seva Port.

Price should be valid for shipment up to 31st March'18.

8.2 **For Domestic bidder(s)**

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

All taxes and duties like GST Freight etc. are to be clearly mentioned in the offer.

Price should be valid for delivery up to March 31th , 2018.

After placement of order, the price of PAO 9 / 10 will be firm and no request for increase in price 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 respective 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. Domestic bidder must mention the HSN alongwith their offer.

7. **Earnest Money Deposit** of Rs. 15,000 (Rupees fifteen thousand only) by Domestic bidders and USD 220 by Overseas bidders by Demand Draft / Pay Order in favour of “Balmer Lawrie & Co. Ltd.”, payable in Kolkata or by means of Bank Guarantee shall be payable by the bidder or his agent. Public Sector Undertakings and 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.

8. **Security Deposit** : EMD for successful bidders to be converted to SD.

9. **Validity of offer** : Your offer should be valid for acceptance upto 30 days from the due date of tender.

10. **Delivery schedule**

Overseas Bidder(s) & Domestic Bidder(s) : Bidder should ensure delivery of entire tendered quantity within 15 days from the date of placement of LOI/PO. [FOR Kolkata & Silvassa , for Domestic bidders & CIF Kolkata & CIF Nava Seva for overseas bidders]. Bids fulfilling the aforesaid delivery schedule only to be considered for price evaluation.

4. **Selection of Bidder**

- a) Bids fulfilling tender delivery schedule are only to be entertained for further evaluation process.
- b) The on-line closed bids shall be used for grading the bidders .Orders will be placed for 100% quantity on L1 bidder (fulfilling delivery schedule).
- c) The bidders have no right to claim / disclaim or dispute anything during / in this process.

15. **Price**

The Domestic bidders must quote in INR / MT on door delivery basis at our plant in Kolkata & Silvassa. For the overseas bidders or bidders are having authorized agency of any overseas manufacturer / having manufacturing units out side India can quote in USD on CIF Kolkata & CIF Nava Seva.

Price should be valid for delivery up to 31st March , 2018.

16. Acceptance of Bid : BL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. The decision in regard to acceptance and/or rejection of any/ all offers in part/full shall be at the sole discretion of BL, and decision in this regard shall be binding on the bidders.

17. Risk Purchase : Without prejudice to other provisions in the tender, in the event of the supplier failing to supply within the stipulated lead time, 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 not made within one week of intimation, the buyer shall have right to procure the product from alternate sources at the risk and cost of the supplier without further intimation.

18. Guarantee : On receipt and testing of the product (within 60 days of arrival), 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.

19. Arbitration

Disputes or differences arising out of or in relation to agreement/ contract shall be referred to the Chairman and Managing Director of Balmer Lawrie & Co. Ltd. (BL), who may either act himself 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 Balmer Lawrie as the sole arbitrator on the ground that the said officer is an officer of Balmer Lawrie or that he/she in the course of duties as an officer of Balmer Lawrie 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.

20. Compliance with Regulations

The Bidder shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, 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 Bidder 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.

21. 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 Bidder must 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 Bidder 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.

Each page of the documents shall be stamped and signed by the authorized representative of the bidder as a token of their acceptance of all terms and conditions and the Product Specifications in TOTO.

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

Thanking You

Yours Faithfully

for **Balmer Lawrie & Co. Ltd.**

Arnab Ghatak

Sr. Manager (Central Procurement)

Balmer Lawrie & Co. Ltd

SBU-Grease & Lubricants,

P-43, Hide Road Extension,
Kolkata -700 088

Tel : + 91 33 2450 5300 / 09007062135

e-mail : ghatak.a@balmerlawrie.com



PROCEDURE FOR ON-LINE BID SUBMISSION

1.0 Procedure For Bid Submission

The bidder(s) shall submit their 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's office before the due date of the tender. The bidder(s) must sign on the statements, documents, certificates, uploaded by them, 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(s) must authenticate the bid with their 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. as follows :

M/s C1 India Pvt Ltd.
C 104, Sector 2 Noida – 201 301
Contact person :
Ritabrata Chakraborty (Kolkata), +91 97487 08094
e-mail: ritabrata.chakraborty@c1india.com
[Mr. Tuhin Ghosh - 08981165071](mailto:Mr.Tuhin.Ghosh-08981165071)

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 applicable, to the Tender Inviting Authority before the due date of the tender. The bidder(s) must submit 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 putting under Holiday List, forfeiture of the EMD, cancellation of work and criminal prosecution. The bidder is requested to get an acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

5.0 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.

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 bidder(s) must sign on all the statements, documents, certificates uploaded by him and stamped, owning responsibility for their correctness / authenticity.