

BALMER LAWRIE & CO LTD
Greases & Lubricants
P-43, HIDE ROAD EXTENSION
KOLKATA – 700 088

Phone : (033) 2450 0153, Fax : (033) 2439 – 5160 / 2277
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e – Tender Enquiry

Tender No. : GLK/TE18/411 dated 28.02.19
Due Date : 11.03.2019 at 15:00 hrs IST

Electronic bids are invited from manufacturer / dealer of Rice Bran Fatty Acid (RBFA) at our Kolkata plant through steam jacketed tank trucks as per technical specifications and terms and conditions as follows:

1.0 Technical Specifications

| Sl. No. | Test parameters | Test Range | Test Methods |
|----------------|--------------------------------------|--|---------------------|
| 1 | Colour & Appearance | White and semi solid | Visual |
| 2 | Acid Value (mg KOH/ gm) | 190 minimum | IS:548 (Pt.I)-1964 |
| 3 | Saponification Value (mg KOH/ gm) | 190 – 205 | IS:548 (Pt.I)-1964 |
| 4 | Moisture & Impurities (% wt) | 0.3 Max. | IS:548 (Pt.I)-1964 |
| 5 | Total Fatty Matter (% wt) | 99.5 Max | |
| 6 | Other Impurities | Free from any mineral acids and other extraneous matter. | |

2.0 Quality Assurance: All supplies made shall be accompanied by test certificate conforming to our specification. Issue of test certificate will not prejudice our right to carry out further checks and decide whether the material supplied is meeting our specification. The vendor shall be responsible for quality assurance for the material. The vendor shall use proper operating practices to ensure all quality parameters so that supplies meet the requirements as specified in the tender.

Vendor shall take back all rejected material due to whatsoever reasons, within 3 (three) working days of informing the same. In case the vendor fails to do so, BL shall have right to dispose of the defective material at the risk and cost of the supplier.

3.0 Quantity: 100 (+/- 5%) MT to be supplied in bulk through steam jacketed tank trucks.

4.0 Delivery Schedule

Within 7-10 days at our Kolkata plant from the date of place of periodic call up. The Contract must be valid up to 31.05.2019.

The offerd price must be valid upto our contact period i.e. upto 31.05.2019.

5.0 Offer Validity: The offer must be valid for out acceptance for at least 45 days from the due date of the tender.

6.0 Earnest Money Deposit (EMD) & Security Deposit (SD)

All bidders must submit an interest free EMD of INR 30000 (Rupees Thirty thousand only) by Pay Order / DD drawn on any schedule bank in India in favour of "BALMER LAWRIE & CO. LTD." and payable at Kolkata (Calcutta) or through online bank transfer in NEFT/ RTGS/IMPS mode., India. EMD of unsuccessful bidder(s) will be returned after finalization of the tender.

7.0 BASIS OF SELECTION

7.1 The basis of selection of supplier:

- a) The e-bids (online price bid) shall be used for grading the bidders. The bidders will be classified as "Provisional" L1, L2 etc.
- b) Reverse Auction shall be started with starting bid price as communicated.
- c) The party emerging, as lowest bidder in reverse auction shall be designated as final L1.

7.2 The final grading shall be done as follows:

- a) If no bid is received in reverse auction, the provisional classification shall be confirmed as final.
- b) If in reverse auction is same as "Provisional" L1, the provisional grading shall be confirmed as final.
- c) If "Final" L1 in reverse auction is a different party from "Provisional" L1, the grading shall be revised whence Reverse Auction L1 will be Final L1,

8.0 REVERSE AUCTION PROCEDURE

8.1 Bidders successfully meeting the pre-qualification criteria will be informed about date & time of online auction and shall be allotted ID log-in and password to enable them to participate in on-line bidding.

8.2 On-line auction will be done on the total value (Total Landed price) of the supply excluding GST. Any reduction offered on the total value during the on-line auction shall be calculated to per unit price, here per KG (net landed price) for arriving at the final rates quoted for the supply of material.

8.3 The Start Bid Price (SBP) and Minimum decremental amount shall be communicated on-line at the commencement of the reverse auction.

8.4 The general terms & conditions of on-line auction are given below.

9.0 Provisions for Micro, Small and Medium Enterprises (MSME):

- a) Qualification Criterion: MSME vendor must confirm that UAM No has been uploaded on CPPP website as required by Ministry's circular no F:No 21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender. The MSME registration to specify manufacturing of the tender item(s).
- b) Registered MSME vendors shall be exempted from need to furnish EMD, subject to their submission of registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSME vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSMEs.
- c) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15%, will qualify 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 25 per cent of total tendered quantity for the grade at the respective plants subject to operational viability as considered appropriate by tendering authority. It may be further noted that if more than one such duly qualified MSME bidder matches non-MSME L1 price, 25% of the tender quantity will be equally split between the L1 matching MSMEs. If more than one MSME bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSME bidders when seeking their acceptance to match L1 bid."

10. **Payment Terms:** 100 % payment along with all taxes and duties shall be payable after 30 days from the date of delivery of material at our works.

11. **Risk purchase:** Without prejudice to other provisions in the tender, in the event of the vendor failing to supply within the 7 days of issuance of call-up by e-mail/fax, BL shall have the right and option to procure the product from alternate sources, at the risk and cost of the vendor, without further intimation.

12.0 **Right to Balmer Lawrie & Co Ltd (BL):** BL reserves the right to reject any / all offers if a conflict of interest between bidder and the company is detected at any stage. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders

Thanking you,
Yours faithfully,
for **Balmer Lawrie & Co. Limited**
PRATIK BURMAN
Jr. Officer (SCM)
Ph- 09836809607
Email – burman.p@balmerlawrie.com

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 :

| | | |
|--|--|--------------------------|
| 1. Mr. Tirtha Das(Kolkata) | tirtha[dot]das[at]c1india[dot]com | +91-9163254290 |
| 2. Mr. Partha Ghosh(Kolkata) | partha[dot]ghosh[at]c1india[dot]com | +91-8811093299 |
| 3. Mr. CH.Mani Sankar (Chennai) | chikkavarapu[dot]manisankar[at]c1india[dot]com | +91-8939284159 |
| 4. Ms. Ujwala Shimpi (Mumbai) | ujwala[dot]shimpi[at]c1india[dot]com | +91-022- 66865608 |

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.

GENERAL TERMS & CONDITIONS OF ON LINE BIDDING (Reverse Auction)

1.0 GENERAL CONDITIONS

- 1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.
- 1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil outlined obligations under the contract.
- 1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on his/her own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.
- 1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

2.0 RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS

3.1 On Line bidding Event/ Reverse Auction

Online Bidding/Negotiation Event (Reverse Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specification and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

3.4 Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agent however have the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signalling an end to the price discovery process.

GENERAL CONDITIONS OF CONTRACT FOR VEGETABLE OILS & FATS

General

- 1.1 The conditions set shall be read in conjunction with other terms & conditions of the tender. Unless repugnant, the term set herein shall reign in the event of contradiction with any other term of the tender. Buyer shall mean Balmer Lawrie & Co. Ltd. And "Seller" shall mean the vendor on whom order has been placed.
- 1.2 Besides being genuine oils conforming to the specifications as given hereinafter, the expressed oils shall be obtained from clean and sound seeds by a process of expression only. It shall be clean and free from rancidity, adulterants, sediment, suspended impurities, foreign matter, separated water, added colouring and flavouring substances. It shall not have been treated with chemicals in any manner and shall have the natural smell, taste, colour, odour and appearance characteristic of the oil.
- 1.3 Solvent Extracted oils shall be obtained by a process of Solvent Extraction using Solvent hexane conforming to IS: 3470-1966 (Food grade solvent). For refined and semi refined grades, it shall be further refined by neutralisation with Alkali, bleached with bleaching earth or activated carbon or both and no other chemical agents being used. For refined grade, it should also be deodourised after bleaching.

2.0 Origin of oil

When the contract specified oil produced in a particular station or in a particular area, the Buyer shall be entitled to reject any oil not despatched from that station or from that area.

3.0 Quality Average

- 3.1 When deliveries are made against a contract in several lots, they will be accepted only if each individual lot is within the Buyer's maximum permissible limits. The rebates if any, will be calculated on individual lots on the basis of the rebate scales given in the Buyer's specifications.
- 3.2 Individual lots which do not conform to the Buyer's standards as shown by the Buyer's laboratory tests may be accepted only after a basis of indemnification is agreed upon by the Buyer with the Seller's representative. The rebate will be charged on that particular lot only.

4.0 PROCEDURE FOR DRAWING SAMPLES

4.1 Oil in Drums

Sampling must be 100% i.e. sample must be drawn from all the drums in a lot. If sampling cannot be done on receipt of the drums and drums were lying in a standing-up position, they should be rolled before sampling. Rolling immediately after unloading is not necessary as the drums automatically get rolled at the time of unloading.

Sampling must be done using a clean, dry, glass tube (preferably Pyrex) of about ½ " internal dia. The bucket (polythene) and the sample bottle must be clean, dry and free from any other impurities.

- 4.2 The representative sample consists of 50–50 mixture of top and bottom samples drawn as below:

4.2.1 **Bottom Sample**

Insert glass tube with free top end closed tightly by placing the thumb till it touches the bottom of the drum. Open thumb, wait for tube to fill. Close free top end again with thumb; withdraw and drain oil into the container.

4.2.2 **Top Sample**

Insert open glass tube slowly till bottom end touches the bottom of the drum. Close top of the tube; withdraw and drain the oil into the container.

4.2.3 Any drum in which the colour of the oil is different or there is separated water or dirt, must be clearly marked and will not be sampled for purposes of preparing as an average sample. Such drums will stand rejected.

4.2.4 **Average Sample**

The container holds an average (50–50) sample as both top and bottom samples are withdrawn at the same time. Stir well and fill in 4 nos of 8 oz. empty, clean bottles; close with cork and label with all relevant details. Samples are sealed, if necessary, and sent for analysis to laboratory in a locked box.

4.3 **Oil in Tank Lorry**

Sampling tube is a stainless-steel tube with a float-valve at the bottom. General relevant precautions as given under Oil Sampling in Drums must be followed.

4.3.1 **Bottom Sample**

Open the bottom valve slowly and allow the oil to flow into a clean bucket and close the valve. Rinse the bucket with the oil. If separated water or extraneous impurities found present, the supplier may be allowed on request to drain out some quantity of oil or reject the supply.

4.3.2 **Top Sample**

Insert the sampling tube (with float valve at the bottom) through the manhole and allow the oil to enter the tube. Rinse slowly the sampling tube and drain out the oil from the sampling tube. Insert the sampling tube again until it touches the bottom and after a while take the tube out. Empty the tube into the bucket. Repeat to collect more sample. Thoroughly mix the contents of the bucket and fill 4 no of 8 oz. clean bottles.

4.3.3 **Average Sample**

Empty the bottom and top samples as collected under 1 and 2 above in the bucket. Mix well and the fill in the 4 nos. of 8 oz. bottles. Wipe, close with cork and label with all relevant details. Samples are sealed, if necessary, and sample is sent for analysis to laboratory in a locked box.

4.3.4 If there is more than one compartment, one average sample should be drawn for each compartment, and the labels should indicate the corresponding compartment number.

4.4 Oil in Tank Wagons

4.4.1 As the bottom outlet of tank wagon is flanged, it is not possible to draw a bottom sample. Hence only the sample drawn from the manhole is treated as the representative sample. All other precautions must be taken as in the case of Tank Lorry.

4.4.2 Insert the sampling tube (with float valve at the bottom) through the manhole and allow oil to enter the tube. Rinse well and drain out. Slowly insert the sampling tube again through the manhole until it touches the bottom and after a while take the tube out. Empty into the bucket. Repeat to collect more sample. Thoroughly mix the contents of the bucket and fill 4 nos of 8 oz. clean sample bottles. Close the bottles with cork and label all relevant details. Samples are sealed, if necessary, and one sample is sent for analysis to laboratory in a locked box.

5.0 REBATE SCHEDULE AND OTHER TERMS

5.1 REBATE SCHEDULE

5.1.3 Acid Value

Single percentage of the value of oil for every percentage in excess of the basic acceptable value upto the maximum limit for the following oils :

A)

- 4 Expellar Mustard Oil
- 5 Coconut Oil
- 6 Refined Palm Kernel Oil
- 7 RBD Palmolein
- 8 Mowrah Oil
- 9 Castor Oil
- 10 Karanjia Oil

B)

**SOLVENT EXTRACTED GROUNDNUT OIL
GRADE I & GRADE II**

5.2.1 Acid Value

Rebate of single percentage of the value of oil for every percentage in excess of 1.25% upto 2.5%

Rebate of 1.5 percentage of the value of oil for every percentage in excess of 2.5% upto 5% in addition to rebate applicable upto 2.5%.