

**Balmer Lawrie & Co Ltd,
SBU : Grease and Lubricants
P-43, Hide Road extension,
Kolkata- 700 088**

Tender Enquiry

Tender Enquiry No : GLK/TE 19/200
Date : 19.08.19
Due Date : 04.09.19 at 15:00 hours

Sub : Supply of CBFS during Sept'19

Quotations are invited for supply of CBFS at the following manufacturing units of Balmer Lawrie & Co. Ltd. (BL).

	Kolkata	Silvassa	Chennai
Item Description	Qty in MT	Qty in MT	Qty in MT
CBFS	160	110	150

Quantities mentioned above are indicative and may vary depending upon the actual requirements of the Plants. However rates will be firm during the month.

Terms and conditions :

1.0 Quality Plan

The materials offered against the tender should be strictly conforming to the specifications as per **Annexure I**, failing which the offer will not be considered by us. Supply should be made in bulk, through tank trucks. We reserve the right to request for samples of CBFS offered to enable us to check & confirm the specifications of products offered by Bidder(s).

All supplies shall be accompanied by batch-wise test certificate. We reserves the right to test the received material for conformance of quality. In the event of rejection of material at BL's receiving units after quality testing, the vendor shall be informed about rejections and causes thereof. Removal of rejected material from our end shall be the vendor's responsibility.

The Bidders are requested not to specify any other specifications in their offer as the same will be liable for rejection without assigning any reason whatsoever.

2.0 Earnest Money Deposit (EMD)

The Bidders are required to deposit an interest free EMD amount of Rs.30,000 (Rupees thirty thousand only) by way of Demand Draft/ Pay order or Bank Guarantee in favour of "**Balmer Lawrie & Co. Ltd.**" payable at **Kolkata** along with their offer or through on –

line Bank transfer in NEFT/RTGS/IMPS mode. EMD in the form of Bank Guarantee also may be submitted as per enclosed format.

EMD of the unsuccessful bidder(s) will be refunded after finalization of Tender. EMD of successful bidder may be retained as part of interest free security Deposit till completion of supply.

Public Sector Undertakings and qualified MSME units are exempted from payment of earnest money deposit.

3.0 Security Deposit (SD)

On receipt of LOI /Contract , the successful vendor(s) must submit balance part of interest free Security Deposit @ 2% of order basic value, subject to maximum of Rs. 5.00 Lakhs for satisfactory completion of contract.

Public Sector Undertakings / Enterprises are exempted from payment of security deposit.

4.0 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:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- 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 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."

5.0 Price

All prices should be quoted as per the price bid format given in BL e proc site.

The price quoted shall be on Ex-BL Works basis only. The transportation cost should be mentioned separately for each location of BL from the point of delivery. However BL may at its discretion may engage their own transporters to move the materials if desires so.

5.0 Terms of Delivery

Supplies are to be made on BL- Kolkata Plant/BL-Silvassa Plant/BL-Chennai plant basis only. Exemption may be accorded to PSU's only

5.1 Payment terms

The credit terms of minimum 30 days from the date of receipt of material by BL units is preferred.

5.2 GST

All applicable statutory levies, like IGST, CGST (SGST / UTGST) are to be mentioned clearly in the offer.

5.3 Call ups and Supply

The supply period shall be up to last date of the month . The supplies shall be as per our grade wise call-ups given by the individual manufacturing units. The delivery must commence within 2 working days of issuance of call-ups from respective location. In exceptional circumstances, BL may agree to accept supplies received beyond tender delivery period with duly discounted price, if required, to ensure no additional cost is incurred by BL considering prevailing market conditions.

In case the successful bidder is incapable of supplying base oils as per our call up and/or delay in delivering the requisite grade, they will not be allowed to participate in our future tenders for three (3) months towards supply of mineral oils.

The Vendor shall follow all the safety and security regulations while transporting their base oils from their works to our plants through tanker lorry(ies). Freight charges to be inclusive of loading and unloading charges at either end.

5.4 Shortage allowance

No shortage allowance is allowed. All shortages shall be deducted from the bills and payment shall be made against actual quantity of materials received. Vendors are requested to provide the weighment slip along with the documents for each consignment.

5.5 Part Order / Split Order

Notwithstanding anything contained in other terms of this tender, BL at its own discretion may reduce or split the order among various bidders. BL reserves the right to

accept any tender in whole or in part or reject any or all tenders without assigning any reason. BL shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of BL in this context shall be final and shall be binding on the bidders.

5.6 Bid Evaluation

To be done for each grade at each location independent of one another

5.7 Arbitration

If any dispute or difference arises between the supplier and seller as to the interpretation of the terms of the contract, the same shall be referred to an arbitrator appointed by C&MD of Balmer Lawrie & Co. Ltd and the award/decision of the arbitrator shall be firm and binding on the parties. The arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 and / or any other amendments thereafter.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1) /2013-DPE(GM)/FTS-1835 dated 22.05.2018

5.8 GST Formalities and compliance with Regulations

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

The vendor shall issue the GST paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable. Vendor / vendor's nominated transporter shall ensure handing over of the transporter copy of GST paid invoice for availing GST credit & road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.

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."

5.9 Risk purchase

Without prejudice to other provisions in the tender, in the event of the vendor failing to deliver within the **3 (three) working 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.

6.0 Force-majeure

Any delay in or failure of 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 2 days of such occurrences. The decision of the buyer arrived at after consultation with the vendor, shall be final and binding. 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.

6.1 Validity of offer : Offer to be valid for acceptance up to 20 days from due date of tender

7.0 Submission of Offer

The offers are to be submitted on line only. However, Oil PSUs may submit their bid either on line or e-mail or in sealed envelope.

for **Balmer Lawrie & Co. Ltd**

(Rohit Agarwal)
Head (SCM)

Phone No. : 033 – 24500159
e-mail : agrawal.rk@balmerlawrie.com

ROFORMA OF BANK GUARANTEE

FOR EARNEST MONEY DEPOSIT

In consideration of M/s _____ having its Registered Office at (hereinafter called the Purchaser") having agreed to exempt M/s. (herein after called "the said Vendor / Contractor" from payment of Earnest Money against Tender No. _____ dated _____ issued by Purchaser, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), We _____ Bank do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the said Vendor / Contractor of any of the terms and conditions contained in the Tender Notice/documents.

We, _____ Bank further agree that the guarantee herein contained shall remain full force and effect during the period that would be taken for the finalization of the said Tender and that it shall continue to be enforceable till the Tender is finally decided and order placed on the successful Tenderer.

We, _____ Bank further agree that the Purchaser shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the tender/or the contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser on account thereof to the extent of the earnest money required to be deposited by the Vendor / Contractor in respect of the said tender or the contract and the decision of the Purchaser that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Purchaser from time to time shall be final and binding on us.

Notwithstanding anything contained in foregoing, our liability under this guarantee is restricted to Rs. _____. The Guarantee shall remain in force till _____. Unless a claim under this Guarantee is made within three months from the date herein before mentioned, the Purchaser's rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

Place : _____

Date : _____

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.

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 eProcurement 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.

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>

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 eProcurement 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

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)	ujwalaf[dot]shimpi[at]c1india[dot]com	+91-022- 66865608

Submission of Hard copies:

After submission of bid online, the bidders are requested to submit the demand drafts /Bank Guarantee towards tender fees and / 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. 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 and cancellation of work. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

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.