



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

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Tender No. : GLK/TE19 /128 dated Aug 22nd , 2019

Due Date : Sep 2nd , 2019 ; 15.00 hrs IST

Electronic bids are invited from manufacturers for supply of additive for manufacture of Diesel Engine Oils of different Engine (API) Performance levels as per following technical specifications and terms and conditions, to our Plant at Silvassa :

1.0 Technical Specifications

| Sr.No. | Category | Generic Name / Performance Level |
|--------|----------------------------------|---|
| | Crank Case Oils | |
| A | Mil B Mono Grade | API CC/SC, MII L 2104B, TBN to report |
| B | Mil B Multi Grade | API CC/SC, MII L 2104B, TBN to report |
| C | Diesel Engine Oils (Mono/ Multi) | API CD,IS 13656- Revision 2 -2014 Type EDL2,TBN - 10 min |
| D | Diesel Engine Oils (Mono/ Multi) | API CD / CF, MII L 2104C,IS 13656- Revision 2 - 2014 Type EDL3,TBN - 10 min |
| E | Engine Oils Multi Grade | API CF4, TBN to report |
| F | Diesel Engine Oils (Multi) | API CF4,TBN - 10 min MB 228.1 |

2.0 Quality Assurance

All supplies made shall be accompanied by test certificate conforming to above 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 :

| Sl.No. | Category | Generic Name / Performance Level | Silvassa |
|--------|----------------------------------|---|------------------------------------|
| | | | Qty of Finished Goods (FG) (in MT) |
| 1 | Mil B Mono Grade | API CC/SC, MII L 2104B, TBN to report | 6 |
| 2 | Mil B Multi Grade | API CC/SC, MII L 2104B, TBN to report | 20 |
| 3 | Diesel Engine Oils (Mono/ Multi) | API CD,IS 13656-Revision 2 -2014 Type EDL2,TBN - 10 min | 35 |
| 4 | Diesel Engine Oils (Mono/ Multi) | API CD / CF, MII L 2104C,IS 13656-Revision 2 -2014 Type EDL3,TBN - 10 min | 100 |
| 5 | Diesel Engine Oils (Multi) | API CF4, TBN to report | 150 |
| 6 | Diesel Engine Oils (Multi) | API CF4, TBN - 10 min, MB 228.1 | 80 |

TOTAL

391 MT

Note :

1. For primary additive, supply for Silvassa to be in Tank Load.
2. Any top-up additive quoted for any specific Engine (API) performance level is to be supplied in barrel packs.
3. Bidder proposes to cover the full range of Engine (API) Performance levels in the tender with One primary additive, supplies to be in tank lorry for the primary additive.

4.0 Offer Validity : The offer must be valid for out acceptance for 30 days from the due date of the tender.

5.0 DELIVERY TERMS & SCHEDULE :

Supplies to be on ex-BL Silvassa Plant basis only against tender requirements.

The delivery of additives as above will be based on our call up from Silvassa plant. Primary additive to be send in tank load & booster additives as per ordered quantity. The materials are to be supplied / delivered within 14 (fourteen) days from the date of call up. Contract shall be valid for 45 days from the date of placement of contract.

6.0 Pre- Qualification Criteria :

- (a) Bidder should confirm that their proposed additive/ additives are fulfilling requirements of the tender technical specifications in full. Any deviation/ alteration of technical properties are not acceptable.
- (b) BL prefers offer of single basic additive covering all the engine (API) performance levels mentioned above. Only the dosage shall be different on case to case basis. If any booster additive along with the basic offered additive is required for any specific performance level, such additive should be clearly specified with offered price and dosage. However, more than one basic additive will not be acceptable.
- (c)
 - (i) Bidders should confirm delivered supply to our plant for Primary as well as booster additives.
- (d) Payment terms : Bidder should confirm payment terms of 30 days from the date of receipt of material at BL's plant.

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

7.1 The bidder shall furnish a sum of Rs. 30,000 (rupees thirty thousand only) as Earnest Money Deposit (EMD) along with the bid against tender covering requirements of BL's Plant at Silvassa, by a/c payee pay order /demand draft / online bank transfer or non revocable bank guarantee from Schedule 'A' bank in favour of **Balmer Lawrie & Co. Limited** payable at **Kolkata**. The earnest money deposit of the unsuccessful bidders will be refunded after finalization of the order. Tenders submitted without EMD shall be rejected. EMD shall not bear any interest. The Bank Guarantee for EMD shall remain in force for the validity period of the offer and shall be extendable on request made by BL prior to expiry of the Bank Guarantee.

7.2 The Earnest Money Deposit (EMD) of the successful bidder will be retained by us as Security Deposit and the successful bidder is required to extend the BG validity in case their EMD is in the form of Bank Guarantee covering the period of contract plus 3 months.

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

- (a) Qualification Criterion : MSME vendor must confirm that UAN No has been uploaded on CPPP website as required by minister vide circular no F:No21(17) / 2016 dated 06.04.18 for qualifying to be considered as MSME vendor under this tender.
- (b) Micro & small scale manufacturing units registered with MSME/ NSIC are exempted from payment of EMD. Small scale units registered with MSME / NSIC should enclose a copy of their valid registration certificate to make their bid eligible for consideration.

9.0 Payment Terms :

Within 30 days from the date of receipt of materials at BL's plant.

10.0 Basis of Selection & allocation of Order Qty :

Price bids of bidders who fulfill above pre-qualification criteria in full will only be considered for further evaluation.

- (a) The Net Additive Treat Cost (NATC) will be calculated on online quoted prices for each bidder. Thereafter weighted average NATC will be calculated for each bidder & the lowest weighted average will be designated as L 1.

Example :

| Sr.No. | Generic Name / Performance Level | Silvassa | |
|--------|--|----------------|----------------|
| | | FG Qty (in KG) | NATC (Rs./ Kg) |
| A | API CC/SC, MII L 2104B, TBN to report | Y1 | S1 |
| B | API CC/SC, MII L 2104B, TBN to report | Y2 | S2 |
| C | API CD,IS 13656- Revision 2 -2014 Type EDL2,TBN - 10 min | Y3 | S3 |
| D | API CD / CF, MII L 2104C,IS 13656- Revision 2 -2014 Type EDL3,TBN - 10 min | Y4 | S4 |
| E | API CF4, TBN to report | Y5 | S5 |
| F | API CF4, MB 228.1, TBN - 10 min | Y6 | S6 |

Resultant Net Landed NATC of Vendor 1 :

$$\{(Y1 \times S1) + (Y2 \times S2) + (Y3 \times S3) + (Y4 \times S4) + (Y5 \times S5) + (Y6 \times S6)\} / \text{Sum}(Y)$$

Note : Sum(Y) = Sum of total Qty of Finished oils for Silvassa

11.0 Part Order / Split Order

There will be no part / split order. The entire quantity will be given to L1 bidder only.

12.0 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. 5.0 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 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.

13.0 Addenda / Corrigendum :

Any amendment / corrigendum, as and when required, will be uploaded only on the website of the company www.balmerlawrie.com and BL e-proc site, <https://balmerlawrie.eproc.in> where this tender is floated and interested vendors should regularly visit these websites for updating.

14.0 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.

15.0 **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.

16.0 **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.

Arnab Ghatak
Senior Manager (SCM)

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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 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 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

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|--|--|--------------------------|
| 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

Before submission of bid online, the bidders are requested to submit the technical literature indicating treat level and EMD through courier / e-mail as applicable so as to reach us before opening of tender on-line.

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

