

Balmer Lawrie & Co Ltd,
SBU : Greases and Lubricants
32, Sattangadu Village, Manali Division
Chennai- 600 068

Tender Enquiry

e- Tender Enquiry No.	GLC/TE19/021
Date	22/11/2019
Due Date	02/12/2019 at 16 :00 Hours
Sub	Supply of Bitumen VG 10 (Bulk) – 80/100 / Bitumen 70/90 (Bulk) Grade
Period	01.01.2020 to 31.12.2020
Tender Quantity	500 MT

ON LINE OFFERS are invited for supply of Bitumen VG 10 (Bulk) / Bitumen 70/90 (Bulk) grades at **Greases and Lubricants, Chennai** of Balmer Lawrie & Co. Ltd. (BL).

Total quantity during the period mentioned above will be approx. 500 MT (approximately 40 MT per month). However, the quantity mentioned is indicative only and actual requirement may increase/decrease from month to month depending upon our requirement.

Terms and conditions:

1.0 Earnest Money Deposit (EMD)

The Bidders are required to submit Rs. **1,00,000 (Rupees One Lakh only)** by way of DD/ Pay order in favour of “**Balmer Lawrie & Co. Ltd.**” payable at **Chennai** as EMD along with their offer. 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 the tender. EMD of successful bidder may be retained as part of security deposit till completion of supply. EMD shall not bear any interest.

Public Sector Undertakings / Enterprises and registered MSME/NSI units are exempted from payment of earnest money deposit. However, registered MSME/NSI units should

enclose a copy of their valid registration certificate to make their bid eligible for consideration.

Except for aforesaid cases offers received from bidders without EMD will not be considered.

2.0 Security Deposit (SD)

Security Deposit @ 3% of order basic value, subject to maximum of Rs. 3.00 Lakhs, to be deposited by the successful bidder on receipt of LOI/PO for satisfactory completion of contract.

Bidders who have payments due from BL, Grease and Lubricants Division, may also seek adjustments of such payments against SD.

Public Sector Undertakings / Enterprises and registered MSME/NSI units are exempted from payment of security deposit.

3.0 Provisions for Micro, Small Enterprises (MSE):

- (a) Qualification Criterion: MSE 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 MSE vendor under this tender.
- (b) Micro & small-scale 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.
- (c) Preference for Price Quotation in tenders: Participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed 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 up to maximum 25 per cent of total tendered quantity for the grade subject to assessment of operational feasibility by tendering authority.

4.0 Price

The offer should clearly specify GST, Special Duty if any etc.

The price quoted shall be FOR 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 engage their own transporters also to move the materials if desires so.

5.0 Payment terms

We propose payment terms are 30 days from the receipt of materials at our factory. Please confirm your acceptance.

However in case of PSU Oil Companies it may be on advance payment term.

6.0 GST

All applicable statutory levies, GST is to be mentioned clearly in the offer.

7.0 Call ups and Supply

The supply period will be from **01st January 2020 to 31st December 2020** the supplies shall be strictly based as per our call-ups.

8.0 Order quantity /and part 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.

9.0 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

10.0 GST and compliance with Regulations

Vendor 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 excise paid invoice so that equivalent amount may be availed as GST credit by BL, if applicable.. All unutilized / expired road permits shall be returned to the issuing unit.

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

11.0 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.

12.0 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 7 days of such occurrences. The period 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.

13.0 Validity of offer :

Your offer should be valid for our acceptance for a period of 30 days from the due date of the tender.

14.0 Submission of Offer

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

15.0 TENDER CANCELLATION CLAUSE

Balmer Lawrie & Co Ltd (BL) may at its own discretion cancel the tender process at any time [whether before or after tender submission date] due to any unforeseen / unavoidable circumstances or due to any other reason. BL is not liable to provide any reason to the participants/ bidders in said tender for the same

16.0 GST CLAUSE: -

"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."

for **Balmer Lawrie & Co. Ltd**

**(Arumoy Khan)
Sr. Mgr. (SCM)
SBU: Greases & Lubricants Division,
32, Sattangadu Village,
Manali, Chennai- 600 068**

Mobile : 9748761663
Phone No. : 044 – 25946621
Fax No : 044 – 25941436
e-mail : khan.a@balmerlawrie.com

ANNEXURE- A

We request you to quote in the following format only:-

BITUMEN 80/100	Unit Rate Rs/MT	<u>Remarks</u>
List price as on 02/12/2019 which is variable on monthly or Fortnight basis		
Discount per MT which is fixed during the contract period		
GST %		
GRAND TOTAL		

CONDITIONS FOR ONLINE BID SUBMISSION

Procedure For Bid Submission

The bidder shall submit his response through bid submission to the tender on eProcurement 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 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 eProcurement 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 eProcurement 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.

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

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 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.

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.

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