

**BALMER LASWRIE & CO LTD**  
**SBU: Greases & Lubricants**  
**P-43, Hide Road Extension**  
**Kolkata-700 088**

**e-Tender Enquiry**

Tender No. : GLK/TE19/325  
Date : 14.02.2020  
Due date : 25.02.2020 15.00 hours IST

On-line tenders are invited by **Balmer Lawrie & Co. Ltd.** (hereinafter referred to as BL) for purchase of **Refrigeration Oil 68** from manufacturers / Traders of repute with sound infrastructure, technical and financial capabilities for manufacturing greases at its Kolkata plant.

The other details of the tender are as follows :

**1.0 Product Specification**

The material specification of Refrigeration Oil 68 shall be as per annexure I.

**2.0 Quantity** : 60 MT + 20% for SBU G&L Kolkata

**3.0 Delivery Schedule**

Materials is to be delivered in bulk and in tank trucks after receipt of LOI/Contract. as follows :

a) **For G&L Kolkata : Call up(s) to be placed within April'2020**

Shortage(s), if any shall be recovered from the supplier.

**4.0 Earnest Money Deposit (EMD)**

The Bidders are required to deposit an interest free EMD amount of Rs. 30,000 (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 MSE Units are exempted from payment of earnest money deposit.

Bidders who had free EMD / SD lying with Balmer Lawrie & Co. Ltd. may request in writing to consider the same as EMD against the tender subject to verification by Balmer Lawrie & Co. Ltd., the amount lying should be sufficient in terms of EMD amount required for this tender”.

#### **6.0 Provisions for Micro and Small Enterprises ( MSE) :**

- a) Qualification Criterion : MSE 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 MSE 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 MSEs.
- 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-MSE L1 price, 25% of the tender quantity will be equally split between the L1 matching MSEs. If more than one MSE bidder has quoted in afore-said price band, number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid.”
- D) The above provisions are meant for procurement of only goods produced by MSEs and not for any trading activities done by them.

#### **7.0 Acceptance Quality Plan**

All dispatches must be accompanied with batch test certificate.

BL reserves the right to test the received material at the works laboratory for conformance to quality. In the event of rejection of material after receiving due to such quality testing, the supplier shall be informed about rejections and causes thereof. The supplier, thereafter if so desires, may request for another test at BL’s works and witness the same, subject to prior agreement by our respective plant authority. Such repeat testing, if warranted, shall be completed within a period of 7 (seven) days of the intimation of the rejection. Removal of any rejected material shall be the supplier's responsibility. Such material shall be removed from our plant premises within a period of 14 (Fourteen) days of intimation of rejection to the vendor, Request for repeat testing shall be submitted within 3 (three) days of intimation of the rejection. Failure to comply with this requirement shall entitle BL to dispose of the material at the vendor's risk and cost.

**In the event of rejection of material, it shall be the supplier’s responsibility to replace the material within 7 days from date of intimation of rejection. In case of request for retest from vendor and confirmation of rejection, replacement to be made within 5 days of such confirmation.**

## **8.0 Price**

The price quoted shall be firm for the total duration of the contract. All taxes and duties shall be paid at actual against documentary evidence.

Basic Price, GST and any other statutory levies, if payable shall be clearly spelt out. Road permit will be issued by BL, as and when required.. All unutilized/ expired road permit shall be returned to BL.

The goods shall be dispatched on Freight Paid basis by tank truck so as to ensure the delivery of material within the stipulated time period, conforming to all safety, security regulations, transit insurance and transport the product to our plant, at its own risk & cost. Charges for loading at supplier's factory/ warehouse shall be paid by the supplier to the transporter and shall be included in their freight charges. The break up for freight charges shall be clearly spelt out in the bid.

## **9.0 Payment terms**

Payment terms shall be 30 days from the date of receipt of material at our plant duly accepted by our QA department and submission of invoice along with all the relevant documents.

## **10.0 Risk Purchase**

Without prejudice to other provisions in the tender, in the event the supplier fails to supply within the stipulated lead time, BL shall have the option to procure the subject item from alternate source(s), and any increase in cost to BL, on account of such procurements, shall be recovered from the supplier's invoices.

Before effecting any Risk purchase, BL shall give the supplier a notice of 3 (Three) days about the intention to carry out Risk purchase. If the bidder supplies the call up quantity within the said notice period, Risk purchase shall not be carried out.

## **11.0 GENERAL CONDITIONS OF CONTRACT**

### **11.1 Acceptance of Offers / Part Order**

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 bidder.

### **11.2 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 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 Arbitration 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 claims 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 jurisdiction of the order / contract/ agreement shall lie solely with the high court in the city of Kolkata alone. The court shall have jurisdiction in respect of all or anything arising under this agreement and any award or awards made by the sole arbitrator shall be filed in this court.

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

### **11.3 GST Formalities & Compliance with regulations**

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

The vendor shall issue the GST 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 road permit to the company at the time of delivery of consignment. All unutilized / expired road permits shall be returned to the issuing unit.

All laws and regulations required to be incorporated in this character are hereby deemed to be incorporated by these references. BL and their authorised 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 agreement / contract.

The vendor shall issue the GST invoice so that equivalent amount may be availed as GST credit by us, if applicable.

***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."***

#### **11.4 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 BL 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 Owner arrived at after consultation with the vendor, shall be final and binding. Such a determined period of time be extended by BL to enable the Vendor to deliver the items within such extended period of time.

As soon as the cause of Force Majeure has 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 through such notice the actual delay incurred in such affected activities. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligation shall justify the affected parties claim or Force Majeure.

#### **12.0 Validity of Offers**

The offers shall remain valid for a period of 30 (thirty) days from the due date of the tender.

13.0 On line offers received from related companies (definition of related companies as per company act shall apply) shall be considered as one offer.

14.0 Corrigendum/Amendment : Any amendment /Corrigendum, as and when required, will be uploaded only on the website of the Company [www.balmerlawrie.com](http://www.balmerlawrie.com) and <https://balmerlawrie.eproc.in> and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation

## 15.0 TENDER CANCELLATION

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 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.

Thanking You,

Yours Faithfully  
for **Balmer Lawrie & Co. Limited**

**Subimal Ghosh**  
**Asst. Manager (CP)**

## Annexure I

### Technical Specifications

1.0	Product	:	Refrigeration Oil 68
2.0	Application : In manufacturer of higher grades of lubricants.		
3.0	<u>Typical Properties</u>		
3.1	Appearance	:	Clear & bright
3.2	Kinematic Viscosity at 40 deg C, cst	:	64 – 72
3.3	Flash Point (COC) deg C, min	:	170
3.4	Pour Point deg C, max.	:	(-) 27
3.5	Viscosity Index, max.	:	60
3.6	Freon Flocc Point, deg C, max.	:	(-) 33
4.0	Crackle Test	:	(-) ve
5.0	Copper Strip Corrosion	:	(-) ve
6.0	ASTM Colour, max	:	2
7.0	TAN (mg KOH/g), max	:	0.05
8.0	Ash Content, % by mass, max	:	0.01

## **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 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 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.

M/s C1 India Pvt Ltd.  
C104, Sector 2 Noida-201301  
Contact person:



Name	E-mails	Phone Numbers
1. Mr. Tirtha Das(Kolkata)	<a href="mailto:tirtha[dot]das[at]c1india[dot]com">tirtha[dot]das[at]c1india[dot]com</a>	+91-9163254290
2. Mr. Tuhin Ghosh(Kolkata)	<a href="mailto:tuhin[dot]ghosh[at]c1india[dot]com">tuhin[dot]ghosh[at]c1india[dot]com</a>	+91-8981165071
3. Mr. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299
4. Mr. CH.Mani Sankar (Chennai)	<a href="mailto:chikkavarapu[dot]manisankar[at]c1india[dot]com">chikkavarapu[dot]manisankar[at]c1india[dot]com</a>	+91-8939284159
5. Ms. Ujwala Shimpi (Mumbai)	<a href="mailto:ujwala[dot]shimpi[at]c1india[dot]com">ujwala[dot]shimpi[at]c1india[dot]com</a>	+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

