

Balmer Lawrie & Co. Ltd.
(A Government of India Enterprise)

SBU : Greases & Lubricants
P-43, Hide Road Extension,
Kolkata – 700 088
India

NOTICE INVITING TENDER

- | | | | |
|-----|----------------------------------|---|--|
| 1 | Type of Tender | : | Global Public Tender |
| 2 | Tender No. | : | GLK/TE19/332 |
| 3. | Tender date | : | 18.02.2020 |
| 4. | Tender Due Date | : | 11.03.2020 at 15:00 Hours |
| 5. | Item | : | Naphthenic Base Oil |
| 6. | Quantity | : | 60 MT + 10% |
| 7. | Validity of Offer for acceptance | : | 30 days from tender opening date |
| 8. | Earnest Money Deposit | : | As per detailed terms of tender. |
| 9. | Security Deposit | : | As per detailed terms of tender. |
| 10. | Period of Contract | : | Two <u>(2) months</u> from the date of Contract or till execution of the full quantity whichever is earlier. |
| 11. | Tender document | : | Attached |

TENDER DOCUMENT

Balmer Lawrie & Co. Ltd. (BL), a Govt. of India Enterprise, under the Ministry of Petroleum and Natural Gas, invites quotations from manufacturers / potential bidders engaged in the business of supply of **Naphthenic Base Oil** as per Technical Specifications mentioned & terms and conditions as detailed below.

1.0 **Product Specifications :**

SI No.	Physical Property	Test Method	Specification
1	Appearance	Visual	Clear and bright
2	Colour	ASTM D1500	2.0 max.
3	Specific Gravity @ 29.5°C	ASTM D 1298	To Report
4	K. Viscosity @ 40°C	ASTM D 445	90 - 120
5	K. Viscosity @ 100°C	ASTM D 445	To Report
6	Viscosity Index	ASTM D 2270	50 max
7	Pour Point, °C	ASTM D 97	(-) 30 max
8	Flash Point, COC, °C	ASTM D 92	200.0 min
9	Total Acid Number, mg KOH/g	ASTM D 974	0.05 max
10	Moisture Content, %	ASTM D 6869/ ISO 15512	Nil
11	Sulphur Content	ICP/EDXRF	To Report
12	Hydrocarbon Type	ASTM D 2140	
	CA %		8 - 12
	CN %		38 - 42
	CP %		46 - 54

2.0 **Sample of Naphthenic Base Oil**

Bidder(s) who have not supplied during last two years must submit a representative sample so as to reach us positively on / before due date of the tender for our evaluation.

3.0 **Packing**

All base oils are to be supplied in Flexi tanks / ISO Tanks/ Tank Lorries.

4.0 **Quantity:**

- Requirement for Silvassa Plant : 60 MT +10%

Remarks:

- 1) The quantities mentioned above are indicative and total of actual call ups may differ.

5.0 **Supply :**

Each lot/batch should be accompanied by the manufacturer's test certificate and approval of quality report. Bidders are requested to provide a declaration along with their offer that their product would meet all technical specifications mentioned in the tender document.

6.0 **Reference and testimonials**

Bidder(s) should provide the country of origin of the material, major current customers in India and overseas.

If overseas bidder is represented by agent in India, the latter shall furnish agency agreement / authorization from their principal to act on their behalf.

7.0 **Mode of shipment** : By Sea for overseas bidders. For domestic bidders, the offer must be FOR destination only.

8.0 **Price**

8.1 **For Overseas bidder(s)**

Rate(s) should be quoted in US Dollars as follows

a) CIF Kolkata Port

8.2 **For Domestic bidder(s)**

Rate(s) should be quoted in Indian Rupees (INR) on FOR delivery to BL plant as follows : BL G&L Kolkata plant at following address :-

BALMER LAWRIE & CO LTD, GREASE & LUBRICANT DIVISION, P-43, HIDE ROAD EXTENSION, KOLKATA- 700088

All taxes and duties like GST Freight etc. are to be clearly mentioned in the offer.

After placement of contract, the price will be firm and no request for increase in price will be considered by BL on any ground.

9.0 For overseas bidders, list of documents in original to be produced for negotiation of payment through our bank:

- | | |
|--|---------------|
| i) Certificate Of Analysis | – 2 Originals |
| ii) Certificate of Origin | - 1 Original |
| iii) Bill of Lading | - 3 Originals |
| iv) Invoice | - 3 Originals |
| v) Packing List | - 2 Originals |
| vi) Certificate Of Insurance | – 1 Original |
| Vii) Pre-shipment inspection Certificate | – 1 Original |

10.0 **Payment Terms**

For overseas Bidder(s) : Within 60 days from the date of Bill of Lading against original shipping documents sent through our bank.

Our Banker is Standard Chartered Bank, 19 NS Road, Kolkata 700001, India

Domestic Bidder(s) : Within 30 days from the date of receipt of materials at BL's plant.

11.0 **Country of origin**

Bidder(s) must mention the country of origin of the material in their offer.

12.0 **Customs tariff number**

Overseas bidder must provide the customs tariff number in their offer. Domestic bidder must mention the HSN alongwith their offer.

13.0 **Pre-shipment inspection**

Pre-shipment inspection by internationally renowned inspection agency. The material should be pre-inspected regarding its identification, verification of manufacturer's test certificate against BL's tender specification and weighment certificate(s), issued after physical shipment of cargo by an independent inspection agency for overseas bidders. CIF price should be inclusive of this pre-inspection charges, as applicable. This pre-shipment inspection certificate will be part of full set of original documents for negotiation of payment. Vendor to get approval from BL regarding choice of inspection agency.

Note: BL reserves the right to waive "Pre-shipment" inspection clause at its own discretion.

14.0 **Delivery Schedule for Overseas Bidder(s) and Domestic Bidder(s)**

Dispatch quantity must not exceed call up quantity. The dispatch must be against our call up only and any deviation in this will not be entertained.

15.0 **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 ups. 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 for domestic suppliers and effecting shipment for overseas suppliers, 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.

16.0 **Placement of Contract**

16.1 Tender will be evaluated (for overseas bidders) as per the exchange rate appearing on the date of opening of tender as per Reserve Bank of India plus 1.5% for exchange rate fluctuations.

16.2 BL reserves the right to accept any tender in whole or in part or reject any or all offers 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 the decision in this regard shall be binding on the bidders.

17.0 **Guarantee**

On receipt and testing of the product [within 10 days of arrival in the plant], if it is found that it does not meet the contractual specifications, the supplier shall replace the product free of cost and shall also reimburse the buyer any costs that the buyer might have incurred on the off-spec material.

18.0 **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 or otherwise any other person as decided by C &MD, 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.

19.0 **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.

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."

20.0 **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.

21.0 **Earnest Money Deposit (EMD)**

All domestic bidders must submit an interest free EMD of INR 1,50,000/- (rupees one lakh & fifty 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), India or through online bank transfer in NEFT/ RTGS/IMPS mode., India.

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”.

EMD of unsuccessful bidder(s) will be returned after finalization of the tender. However EMD of successful bidder(s) will be returned only after submission of Security Deposit.

Public Sector Undertakings and Micro & Small-scale manufacturing units only registered under MSE/ NSIC/ SSI are exempted from payment of EMD. However, they should enclose a copy of their valid registration certificate to be eligible for waiver of EMD. Declaration of Udyog Aadhar Memorandum [UAM Number] number by the MSE vendors on Central Public Procurement Portal [CPPP] is mandatory to qualify for availing the benefits as per Public Procurement Policy for MSEs.

22.0 **Security Deposit (SD)**

After receipt of Contract / Letter of Intent (LOI), the EMD of successful domestic vendor will be converted to part of SD and must submit the balance portion of interest free Security deposit within 15 days from the date of receipt of LOI/Contract as applicable in the form of Pay Order / DD drawn on any schedule bank in India in favour of “BALMER LAWRIE & CO. LTD.” and payable at Kolkata (Calcutta), India @ 2% of the order value (basic order value without taxes and duties). This may be given in the form of Bank Guarantee from any Nationalized / Scheduled bank in India of equivalent amount valid till end of the contract.

23.0 **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 MSE vendor under this tender. The MSE registration to specify manufacturing / service of the tender item(s).
- 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] number by the MSE 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 MSE 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.”

24.0 **Validity of offer**

Offer(s) should be valid for our acceptance up to 60 days from the due date or the extender due date, if any, of the tender.

25.0 **Submission of offer**

The domestic bidders are required to submit their offer on-line. However the EMD and other documents, if any must reach our office before due date and time of the tender.

The overseas bidders are required to quote in sealed envelope and should reach us on or before the due date and time of tender i.e.

The outer ENVELOPE should be marked “Global Tender for Naphthenic Base Oil” and should be addressed to

Mr. Subimal Ghosh

Asst. Manager (CP)

Balmer Lawrie & Co. Ltd.,

Greases & Lubricants Division,

P-43, Hide Road Extension,

Kolkata – 700 088, India

Phone No : (+) 91 33 2450 5320

Mobile : (+) 91 98310 62391

E-mail : ghosh.subimal@balmerlawrie.com

Each page of the tender document shall be stamped and signed by the authorized representative of the bidder and must be submitted along with their offer in acceptance of tender terms and conditions. Deviation, if any, must be recorded in Deviation Sheet of the Tender

No deviation against the technical specification of the product as mentioned in the tender will be accepted. In case of any deviation, the offer(s) may be summarily rejected without contacting the bidder(s) or assigning any reason whatsoever.

Offers received from related companies (definition of related companies as per Company Act of 1946 in India shall apply) shall be considered as one offer.

Offer(s) received after due date and time will not be considered for evaluation and the

sealed envelope(s) will not be opened. BL will not take any responsibility for not reaching the offer within the due date and time.

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

Thanking You

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

(Aryya Kanti Naha)
Sr. Manager (SCM)

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. 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

Contact person:

(i) **Mr. Tirtha Das**

Contact No: +91-9163254290

E-mail id: tirtha.das@c1india.com ,

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.