Balmer Lawrie & Co. Ltd.

(A Government of India Enterprise)

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

NOTICE INVITING TENDER

The tendered item(s) is/are not available in GeM. Balmer Lawrie & Co. Ltd. have no objection in providing detailed information for making available the said item(s) on GeM."

1 Type of Tender : Limited e- Tender

2 Tender No. : GLK/TE 20/301

3. Tender date : 05.03.2021

4. Tender Due Date : 16.03.2021, 15.00 hrs. IST

5. Items & Quantity :

Gas engine oil additive meeting API SF/CF, Ash content of finished lubricant 0.90 Max and TBN = 5.0 ---Qty 4 MT

6. Validity of Offer : 30 days from tender opening date

7. Earnest Money Deposit : As per detailed terms of tender.

8. Security Deposit : As per detailed terms of tender.

9. Period of Contract : Two (2) months from the date of

Contract or till execution of the full quantity
Whichever is earlier. Repeat order of similar
quantities may be placed based on future
business requirement on mutual consent.

10. 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 **following Additive** as per Technical

Specifications mentioned & terms and conditions as detailed below. Only domestic bidders are eligible to quote in this tender.

1.0 **Product Specifications**:

Gas engine oil additive meeting API SF/CF, API SF/CF, Ash content of finished lubricant 0.90 Max and TBN = 5.0

No deviation against the tender technical specifications shall be accepted. In case of any deviation, the offer(s) will be summarily rejected without contacting the bidder(s) or assigning any reason whatsoever.

2.0 Packing

Material to be supplied in Barrel.

3.0 Quantity of Additive required (+/- 10% tolerance on qty): 4 MT

4.0 **Supply:**

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

5.0 **Mode of delivery**: The offer preferably on FOR destination basis.

6.0 **Price**

Rate(s) to be quoted on FOR delivery to BL plant at Silvassa

All taxes and duties like GST Freight etc. are to be clearly mentioned in the offer. Price should be valid for delivery up to entire contractual period. Treat level of Base & booster additives (if applicable) clearly to be mentioned.

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

7.0 **Payment Terms**

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

8.0 **Delivery Schedule**

Material to be send, preferably in a single lot within 30 days after placement of Order/LOI.

9.0 Selection Criteria:

 (i) The Contract will be placed to L1 bidder only. The L1 rate will be arrived based on net additive treat cost after considering input tax credit & Base Oil credit.
 BL's decision in this regard will be final and binding to the supplier.

(ii) PURCHASE PREFERENCE/OTHER GOVT GUIDELINES: BL reserves the right to grant Purchase preference to Micro and Small Enterprises (MSEs) / Class I Suppliers under MII Policy. Please refer separate section on Conditions for MSE's & Make In India Purchase

10.0 Risk Purchase

Preference.

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. 8.0 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 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.

11.0 Placement of Contract

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.

12.0 **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.

13.0 **Arbitration**

Dispute Resolution, Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of India. All disputes, differences, and questions of any nature including interpretation of this Agreement or arising out of or in connection with this Agreement or as to the rights, duties, or liabilities under it of the Parties shall be referred to Arbitration. The procedure of the Arbitration shall be governed under the Arbitration and Conciliation Act, 1996 (as amended) and the rules thereunder as may be in force from time to time. The Arbitration proceedings shall be conducted in English language. The Seat of Arbitration shall be at Kolkata. The fees of the arbitrator will be divided equally. The Sole Arbitrator shall be appointed from the panel of arbitrators which shall be provided by Balmer Lawrie & Co.Ltd. to (the other party to the Agreement) and he/she shall assign reasons to the award. Governing Law and Jurisdiction: The construction validity and performance of this Agreement shall be governed in all respects by the laws of the Republic of India.

In relation to any legal action or proceedings to enforce this Agreement or any part hereof or any agreement pursuant thereto ("proceedings") each of the parties, Subject to the above clause, Parties irrevocably submits to the exclusive jurisdiction of the Courts at Kolkata only and waives any objection to proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Government of India shall not be made party to any such dispute.

The parties hereby waive their right to any form of recourse against an award to any court or other competent authority, insofar as such waiver can validly be made under the applicable law.

14.0 **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."

15.0 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/ Pandemic (Epidemic). 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.

16.0 **BID SECURITY DECLARATION:**

Participating bidders need to submit bid security declaration on bidder's letter head duly signed and stamped by authorised signatory of the bidder in lieu of EMD as per following format:

"We shall not withdraw or modify our bid after tender due date and during the bid validity period etc. We are also declare that if we fail to abide by the declaration, we agree to accept the penal action taken against us as specified in the tender.

In case we withdraw or modify the bid after tender due date and during the period of bid validity etc, we may be liable to be suspended for a period of **One** month. In case, BL request any modification of bid by the bidder and the bidder accepts it, then the mentioned penal action will not be applicable."

- 17.0 Provisions for Micro, Small and Medium Enterprises (MSME): Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.
 - Qualifying Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details and meeting the qualification criteria.
 - b. Preference for Price Quotation in tenders: Qualifying 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 particular grade(s)/item(s) 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(L1+15%), number of such bidders will be intimated by tenderer to MSE bidders when seeking their acceptance to match L1 bid."

Qualification Criterion for MSE's for availing the above benefits:

a. 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. Qualifying and Registered MSE vendors shall be exempted from need to furnish EMD, subject to submission of their registration details. Declaration of Udyog Aadhar Memorandum [UAM Number] number on Central Public Procurement Portal [CPPP] is mandatory. It is also required for the MSE vendors to submit a certificate (certified by a practicing Chartered Accountant) for investment in

Plant & Machinery or equipment by them. It is further required to submit audited balance sheet and Profit & Loss account for their turn over for the last completed Financial Year Certified by a Practicing Chartered Accountant or in the absence of the audited balance sheet and Profit & Loss Account, the turnover for the last completed Financial Year should be certified by a practicing Chartered Accountant.

- b. The above mentioned provisions are meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities done by them. A self-certification to be provided by the bidder that the tendered item is manufactured / serviced by them. Balmer Lawrie & Co Ltd reserves the right to verify the same.
- c. All of the above details are mandatory to qualify for availing the benefits as per Public Procurement Policy for MSE.

Bidder should read <u>Government Notification dated 1st, June'2020 in respect of ""New Definition of MSE" as under before furnishing their MSE status to qualify for availing the benefits as per Public Procurement Policy for MSE.</u>

MINISTRY OF MICRO, SMALL AND MEDIUM

ENTERPRISES

NOTIFICATION

New Delhi, the 1st June, 2020

- **S.O. 1702(E).**—In exercise of the powers conferred by sub-section (1) read with subsection (9) of section 7 of the 'Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) and in supersession of the notification of the Government of India, Ministry of Small Scale Industries, dated the 29th September, 2006, published in the Gazette of India, Extraordinary, Part II, Section3, Sub-section(ii), vide S.O. 1642(E), dated the 30th September 2006 except as respects things done or omitted to be done before such supersession, the Central Government, hereby notifies the following criteria for classification of micro, small and medium enterprises, namely:—
- (i) a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;

This notification shall come into effect from 01.07.2020

17.1 Preference to Make In India Policy – Local content in the tendered items (Order No P-45021/2/2017-PP (BE-II) dated 04.06.2020 of Department for promotion Of Industry and Internal Trade, Ministry of Commerce and Industry, Govt Of India.

Class I Local Supplier" will be given purchase preference as per preference to Make In India Order of Govt. Of India (Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 of DPIT). However, this preference would be applicable only for bidders who are technically qualified. This preference will be applicable after netting off

the quantity allowed to qualified MSE bidder (if any), as per the MSE clause of the Tender.

Further the above referred Order defines' Local Content, "Class -I local supplier" and "Class II local supplier" as under:

"Local Content" means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

Class – I local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal or more than 50%, as defined under this Order.

Class – Il local supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20%but less than 50 %, as defined under this Order.

Non-Local Supplier – means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% under this order. In view of above guidelines, you are required to furnish information in the following prescribed format and to **provide a self declaration / certified on the prescribed format regarding the percentage of local content of the item (s).** Your attention is also drawn towards Para 9 (f) and (g) of the above referred Order of GOI, prescribing action in case of false declaration, as under.

SI No	Item(s) Description	Percentage of local content in your product(s)

Verification of local content

- 1. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 2. A supplier who has been debarred by any procuring entity for violations of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph (h) below.

18. Bidder from a country which shares a land border with India.

Restriction under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - . d An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). who. Whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanati
 on-
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm. the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of Senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of

Control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. (To be inserted in tenders for Works contracts, including Turnkey contracts) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A Certificate regarding the compliance of the above in the letter head of the bidder duly signed and stamped by the authorized representative of the bidder to be submitted along with the tender. If the certificate submitted by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; we certify that(Name of firm/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that(Name of Firm/Bidder) fulfills all requirements in this regard and is eligible to be considered."

Where applicable, evidence of valid registration by the Competent Authority shall be attached.

19.0 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.

20.0 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

21.0 Submission of offer

The bidders are required to submit their offer on-line.

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.

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**

(Arnab Ghatak) Sr. Manager (SCM)

Annexure-A

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with BL shall apply for registration in the prescribed Registration Form.
- 1.1 Registered agents will file an authenticated photocopy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by BL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
- 2.1.1 The name and address of the agents/representatives in India, if any, and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
- 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1 The name and address of the foreign Principals, if any, indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
- 2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any, payable to the agents /representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the tender concerned liable to rejection or in the event of a contract materializing, the same liable to termination by BL. Besides this, there would be a penalty of banning business dealings with BL or damage or payment of a named sum.

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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 eprocurement 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 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:

Mr. Tuhin Ghosh, Ph- 08981165071: e-mail: tuhin.ghosh@c1india.com

Mr. Tirtha Das, e-mail id: tirtha.das@c1india.com, Contact No:

+91- 9163254290

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