

**SBU: GREASES& LUBRICANTS**  
**P-43, HIDE ROAD EXTENSION**  
**KOLKATA – 700 088**

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**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 Tender  |
| 2   | Tender No.         | : | GLK/TE21/ 014   |
| 3.  | Tender date        | : | 09.04.2021  |
| 4.  | Tender Due Date    | : | 19.04. 2021, 16.00 hrs. IST   |
| 5.  | Item               | : | Mutton Tallow at our Kolkata.   |
| 6.  | Quantity variation | : | 15 MT (+/-) 10 % ) quantity   |
| 7.  | Validity of Offer  | : | 30 days from tender opening date  |
| 8.  | Security Deposit   | : | As per detailed terms of tender.  |
| 9.  | Period of Contract | : | Upto 31.05.2021 from the date of<br>Purchase order or till execution of the full quantity |
| 10. | Tender document    | : | Attached  |

## **TENDER DOCUMENT**

Balmer Lawrie & Co. Ltd. (hereinafter referred to as BL) is a leading manufacturer of Lubricating greases and oils in India. BL desires to purchase 15 MT (+10%) Mutton Tallow in new open top MS barrels for manufacture of lubricants. On line tenders are invited from manufacturers / authorized agent / potential bidders engaged in the business of the same product. Technical Specifications mentioned & terms and conditions as detailed below.

### **1.0 Product Specifications :**

#### **Technical Specifications of Mutton Tallow**

Appearance	: Light creamish, No objectionable odour
Acid value, max	: 20 Max
Sap. Value	: 190-205
Titre deg C, min.	: 38-43
Iodine value	: 40-46
Moisture and volatiles, % max.	: 0.20 Max
Odour : Free from any Mal Odour or Obnoxious Odour .	

### **Note**

- a) Vendors must submit Batch Test Reports along with every consignment.
- b) Reporting of Parameters marked with \* is mandatory for every batch.
- c) Vendor to confirm that consignment would meet the other parameter.

### **Quality Assurance**

All supplies made shall be accompanied by test certificate conforming to our 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.

***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***

### **Sample of (MUTTON TALOW)**

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

### **Packing**

Material should be reach at our pant in new open top M.S. barrels.

### **Quantity :**

15 (+/- 10%) MT to be supplied in barrels in below mentioned locations.

LOCATIONS	QUANTITY (+/- 10%)
Kolkata	15 MT

### **Quality :**

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 elsewhere in the tender document.

### **"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.

The bidder in the said declaration should declare that the bidder shall not withdraw or modify their bid after tender due date and during the bid validity period etc. The bidder should also declare that if they fail to abide by the declaration, they agree to accept the penal action taken against them as specified in the tender.

In case any bidder withdraw or modify the bid after tender due date and during the period of bid validity etc., the bidder may be liable to be suspended for a period of 03 (Three) months *(based on the frequency of tender and contract period, to be defined by the tenderer while preparing the NIT – may change tender to tender)*. 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."

### **Sucurity Deposit :**

Security Deposit of 3 % of the basic order value shall be payable by the vendor within 15 days from the date of placement of LOI / Order. If the tender quantity is split between two vendors at the time placement of order, the security deposit will also be divided in proportion..

### **PAYMENT TERMS**

Within 30 (thirty) days from the date of receipt of materials by our respective units.

Delivery is the essence for the order. It is understood that the vendors must have taken due consideration while quoting the same. The materials are to be delivered to our respective plants against call up.

### **DELIVERY SCHEDULE**

The material must reach to our Kolkata ( P 43 Hide Road Extension Kolkata 700088 ) , strictly within 15 days from the date of call up.

The contract will be valid up to 31.05.2021 from the date of purchase order or till execution of the full quantity

Immediately after dispatch of the materials, the supplier must forward the scan copies the following documents to

- a) Commercial Invoice
- b) Road Challan
- c) Consignment Note issued by the transporter
- d) Truck No
- e) Contact number of the transporter/mobile no of the truck driver for tracking the consignment by us.

### **LD Clause**

**In the event the material is not received within the specified days mentioned above, a pre-determined liquidated damages will be applicable @ 0.5% per week subject to 5.0 % maximum of PO for the delivery portion in each lot.**

### **PRICE**

The price quoted shall be firm for the total duration of the contract. The price quoted shall be strictly as per the format enclosed with the tender document. All taxes and duties shall be paid at actual against documentary evidence.

The goods shall be dispatched on Freight Paid basis by a suitable mode of transport 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 and unloading at our plant 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.

The bidders must quote in INR / Kg on door delivery basis at our plant in Kolkata.

Price should be valid for delivery up to 31.05.2021.

### **Acceptance of Bid :**

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 bidders.

### **Validity of offer :**

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

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

Following benefits would be extended to qualifying MSE vendors as per Public Procurement policy for MSEs subject to meeting the qualification criteria.

- a. 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.No 21(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 or serviced by them and no trading activity for the tendered item is undertaken 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 MSEs.

Bidder should read 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 MSEs.

### 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 sub-section (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, Section 3, 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

**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.**

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 – II 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 or equal to 20% , as defined under this Order.

**Vendor should note that only "Class I & Class II Local Suppliers are eligible to bid in this tender.**

In view of above guidelines, you are required to furnish information in the following prescribed format and to provide a certificate duly signed by authorized person of your company letter head 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.

**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.

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

**Restrictions on Ground of Defence of India and National Security**

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.
- 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
  - I . 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:

1. 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.  
Explanation-
  - 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;
2. 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;

4. 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.

#### **Risk Purchase :**

Without prejudice to other provisions in the tender, in the event of the supplier failing to supply within the stipulated lead time, 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 suppliers the buyer shall have right to procure the product from alternate sources at the risk and cost of the supplier without further intimation.



**Guarantee :**

On receipt and testing of the product (within 60 days of arrival), 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.

**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.

undefined: 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.

## **Compliance with Regulations**

The Bidder shall warrant that all goods and services covered by this agreement/contract shall have been produced, sold, supplied, despatched, 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 Bidder 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 shall issue the excise paid invoice so that equivalent amount may be availed as Cenvat credit by us, if applicable. Concessional form pertaining to Sales Tax shall be issued to the vendor by us if applicable.

## **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 Bidder must 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 Bidder 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.

**Each page of the documents shall be stamped and signed by the authorized representative of the bidder as a token of their acceptance of all terms and conditions and the Product Specifications in TOTO.**

## **TENDER CANCELLATION**

The tender may be cancelled due to any unforeseen / unavoidable circumstances or due to any other reason at any stage of the tender processing as per the sole discretion of BL and BL is not liable to provide any reason to the applicants for the same.

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

In case of any discrepancies / difference between the English and Hindi version of the tender documents, the English version shall prevail and to be considered

Thanking You

Yours Faithfully

for **Balmer Lawrie & Co. Limited**

**Pratik Burman**

**Officer ( Central Procurement)**

**Balmer Lawrie & Co. Ltd**

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#### **PROCEDURE FOR ON-LINE BID SUBMISSION**

##### **1.0 Procedure For Bid Submission**

The bidder(s) shall submit their 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's office before the due date of the tender. The bidder(s) must sign on the statements, documents, certificates, uploaded by them, 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(s) must authenticate the bid with their 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. as follows :

M/s C1 India Pvt Ltd.  
C 104, Sector 2 Noida – 201 301  
Contact person :

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. Partha Ghosh(Kolkata)	<a href="mailto:partha[dot]ghosh[at]c1india[dot]com">partha[dot]ghosh[at]c1india[dot]com</a>	+91-8811093299
3. 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
4. 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

#### 4.0 Submission of Hard copies

After submission of bid online, the bidders are requested to submit the demand drafts /bank guarantee towards tender fees and / or EMD along with other documents as applicable, to the Tender Inviting Authority before the due date of the tender. The bidder(s) must submit 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 putting under Holiday List, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get an acknowledgement from the Tender Inviting Authority as proof of submission of hardcopies.

#### 5.0 Corrigendum to tender

The bidder has to keep track of any changes by viewing the addendum / corrigendum 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 bidder(s) must sign on all the statements, documents, certificates uploaded by him and stamped, owning responsibility for their correctness / authenticity